

SHWETDHARA MILK PRODUCER COMPANY LTD.

Bid Reference- SMPCL:2023-24:OT:BMC:SEP02

**OPEN TENDER
FOR
THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF BULK MILK
COOLER (5 KL)**

Shwetdhara Milk Producer Company Ltd

Gorakhnath Complex, First Floor, Left Side
Prayagraj Road, Near Awadh University
Faizabad, Ayodhya, UP. India, 224001

Email:purchase@shwetdharamilk.com

M: 9151003550

Bid Reference	:	SMPCL:2023-24:OT:BMC:SEP02
Date of commencement of Sale of bidding document	:	20 th Sep 2023
Date of Pre bid meeting	:	30 th Sep 2023, 14:00 Hrs. (Online mode. Link to be sent to interested parties only).
Last date for sale of Bidding document	:	18 th Oct 2023.
Last date and time for Receipt of bids	:	19 th October 2023, 14:00 Hrs.
Time and date of opening of technical bids	:	14:30 Hrs, 19 th October 2023.
Time and date of Open Commercial Bid	:	Will be intimated later to the technically qualified bidder
Place of opening of bids	:	Shwetdhara Milk Producer Company Ltd. Gorakhnath Complex, First Floor, Left Side Prayagraj Road, Near Awadh University Faizabad, Ayodhya, UP. India, 224001 Email: purchase@shwetdharamilk.com Mo: 9151003550
Officer Inviting Bids	:	Shwetdhara Milk Producer Company Ltd. Gorakhnath Complex, First Floor, Left Side Prayagraj Road, Near Awadh University Faizabad, Ayodhya, UP. India, 224001 Email: purchase@shwetdharamilk.com Mo: 9151003550

SECTION I: INVITATION FOR BIDS (IFB)

**OPEN TENDER
FOR
THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF BULK MILK
COOLER (5 KL)**

INVITATION FOR BIDS (OPEN TENDER)

Open Tender No.: SMPCL:2023-24:OT:BMC:SEP02

1. Shwethdhara Milk Producer Company Ltd., Ayodhya, Uttar Pradesh, has received financing for “Strengthening Milk Procurement Infrastructure” under Component B of NPDD (Dairying through Co-Operatives- JICA assisted project).
2. Shwethdhara Milk Producer Company Ltd, Ayodhya, Uttar Pradesh, now invites sealed bids from eligible bidders for The Supply, Installation, Testing & Commissioning Of Bulk Milk Cooler (5 KL)
3. Interested eligible Bidders may obtain further information from and may inspect the bidding documents at the office of The Chief Executive, Shwethdhara Milk Producer Company Ltd, Gorakhnath Complex, First Floor, Left Side, Prayagraj Road, Near Awadh University, Faizabad, Ayodhya Email: purchase@shwethdharamilk.com, M: 9151003550 during office hours namely, from 09:30 hrs to 18:00 hrs, on all working days.
4. A complete set of bidding documents may be obtained by either
 - a. Sending a request e-mail to purchase@shwethdharamilk.com OR writing to the aforesaid office address
 - b. OR writing to the aforesaid office address
 - c. OR obtaining in person from the aforesaid office
5. A non-refundable Demand Draft of Rs. 1000.00 including GST towards bid document from a scheduled commercial bank in favour of **Shwethdhara Milk Producer Company Ltd.** payable at **Ayodhya** must accompany the duly filled document at the time of submission of bids.

Note: Bids documents will be sent through e-mail for the requests received through email or post

- | | | |
|-----|---|------------------------------|
| (a) | Price of bidding document
(non-refundable) <i>inclusive of GST</i> | : Rs. 1000.00 |
| (b) | Postal charges, inland | : Rs. 200.00 |
| (c) | Date of commencement of
sale of bidding document | : 20 th Sep 2023. |

- (d) Last date for sale of bidding document : 18th October 2023.
- (e) Last date and time for receipt of bids : 19th October 2023, 14:00 Hrs.
- (f) Time and date of Opening of technical bids : 14:30 Hrs, 19th October 2023.
- (g) Time and date of commercial bid : Will be intimated later to the technically qualified bidder
- (h) Place of opening of bids : **Shwethdhara Milk Producer Company Ltd.**
Gorakhnath Complex, First Floor, Left Side
Prayagraj Road, Near Awadh University
Faizabad, Ayodhya, UP. India, 224001
Email: purchase@shwethdharamilk.com
Mo: 9151003550
- (h) Address for communication: The Chief Executive
Shwethdhara Milk Producer Company Ltd.
Gorakhnath Complex, First Floor, Left Side
Prayagraj Road, Near Awadh University
Faizabad, Ayodhya, UP. India, 224001
Email: purchase@shwethdharamilk.com
Mo: 9151003550
6. All bids must be accompanied by a bid security and Tender Fees as specified in the bid document and must be delivered to the above office at the date and time indicated above. Electronic bidding will not be permitted. Late bids will be rejected.
7. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

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1. PART 1 – BIDDING PROCEDURES

SECTION I- INSTRUCTIONS TO BIDDERS [ITB]

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Open

Tender Bidding (OTB) procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.

Throughout these Bidding Documents:

1.2 (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds

2.1 The SHWETDHARA MPCL intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payments by SHWETDHARA MPCL will be made in accordance with the terms and conditions of the agreement and will be subject in all respects to the terms and conditions of that Agreement.

3. 3.1 Fraud and Corruption:

defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a funding agency/purchasing agency’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the inspection and audit rights provided.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will declare mis procurement and cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the purchaser or of a recipient of any part of the proceeds of the fund engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the purchaser having taken timely and appropriate action satisfactory to the funding agency to address such practices when they occur, including by failing to inform the funding agency in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with prevailing funding agency's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a financed contract;

3.3.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract

4. Eligible Bidders

4.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.

4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security, in accordance with ITB Clause 21, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and

Related Services to be supplied by the Bidder are of eligible origin;

- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods:

- (i) the price of the Goods quoted EXW (ex works, ex factory, warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and other taxes (including Entry Tax) already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (ii) any Goods and Services Tax (GST) and other taxes which will be payable on the Goods if the contract is awarded to the Bidder (Bidders may check if any exemption under GST is available or not. Shwethdara Milk Producer Company Ltd. would not be responsible for any exemption) and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.
- (b) **for the Related Services**, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
 - (c) bidders may like to ascertain availability of excise duty exemption benefits. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, he must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with his bid in form at S. No. 8 of Section VI. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 The Bidder shall quote in Indian Rupees only.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
- (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- (c) Bids from Joint Ventures are not acceptable

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter

period shall be rejected by the Purchaser as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 Bid evaluation shall be based on the Bid Price without taking into consideration any correction.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security, as **specified in the BDS.**

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either demand draft, or a bank guarantee from a Nationalised/Scheduled commercial Bank in India.
- (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder

- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (ii) does not accept the correction of errors in procurement of ITB 31, or,

(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 43;
- (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 Not used

21.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44; the purchaser may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by post or by hand. Bidders shall not have the option of submitting their bids electronically.

- (a) The bidder shall submit the bid in three envelopes. The first envelope shall contain only the "**BID SECURITY**" and "**TENDER FEES**" clearly marked on the

envelope whereas the second envelop shall contain the Technical Bid clearly marked on the envelope as **“TECHNICAL BID”**. The third envelope shall contain the Price Bid clearly marked on the envelope as **“PRICE BID”**. These three inner envelopes shall be put in a Fourth outer envelope. The bidder shall seal the bid in inner and outer envelopes, duly marking all the envelopes as "ORIGINAL" and in case of "DUPLICATE" clearly mark them copy having the Bid reference number and other details clearly on the envelope".

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23.4 Telex, Cable or Facsimile bids will be rejected as non-responsive.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall conduct the technical bid opening in public at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as specified in the BDS. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will not be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All the bidders should submit their bids in Part I – Technical Bid and Part II – Price Bid. The technical bid (Part I) shall contain all the details EXCEPT FOR THE PRICE. Only technical bids of those bidders whose Original BID Security and Tender Fees is received, in acceptable form shall be opened on the date and time specified above. The date and time of opening of Price Bid (Part II) shall be communicated later to all eligible bidders.

27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as

a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and minimum qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and minimum qualification of the bids or contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and minimum qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 Bids from Agents, without manufacturer as per Section responsive. proper authorization from the XII, shall be treated as non-responsive.

30.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Non-Conformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the bid security may be forfeited.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. 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.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency: Not used

35. Domestic Preference: Not used

36. Evaluation of Bids

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

36.4 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in India or goods of foreign taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Minimum qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 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 contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the **percentages specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award/ Publication of Award /Recourse to unsuccessful Bidders

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award/purchase order or equivalent document shall constitute a binding Contract.

42.3 The Purchaser shall publish, on the notice board of the company's Head Office, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.4 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-one (21) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
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ITB 1.1	The Purchaser is: Swetdhara Milk Producer Company Ltd. Ayodhya
ITB 1.1	1. The name and identification number of the Open Tender are: The Supply, Installation, Testing & Commissioning of Bulk Milk Cooler (5 KL) Identification no.: Bid Reference- SMPCL:2023-24:OT:BMC:SEP02
ITB 2.1	Deleted
ITB 2.1	The name of the project : Dairy Value Chain Development in Uttar Pradesh region namely Partapgarh, Jaunpur, Ambedkar Nagar, Basti, Gonda, Balrampur, Behraich, Shrawasti & Barabanki Districts
ITB 4.3	Deleted
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: The Chief Executive Shwetdhara Milk Producer Company Ltd. Gorakhnath Complex, First Floor, Left Side Prayagraj Road, Near Awadh University Faizabad, Ayodhya, UP. India, 224001 Email: purchase@shwetdharamilk.com Mo: 9151003550
C. Preparation of Bids	
ITB 11.1(i)	The Bidder shall submit the following additional documents in its bid: MANDATORY DOCUMENTS: <ul style="list-style-type: none"> • Bid Submission Form • Applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15; • Tender fee • Bid Security, in accordance with ITB Clause 21 • written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22; • Documents for Conformity of Goods and related services • Supporting Documents against Minimum Qualification requirement • Deviation/Non-Compliance Statement (as per Annexure A) • Certified copy of Annual turnover of last 3 Financial Year (2020-21, 2021-22, 2022-23).

	<ul style="list-style-type: none"> • Purchase Orders (POs) from Milk Cooperative Union/Federation and producer companies received during the last 3 financial years (2020-21, 2021-22, 2022-23). • Copy of GST registration certificates in case vendor is registered, (A Declaration on letter-head required in case not registered for GSTN). • Copy of PAN Card (certified and duly stamped) • Declaration with reference to PAN in case of individual/proprietorship • Cancelled cheque or certified bank details on letter head duly certified by Authorized signatory with stamp. • Copy Of Excise Registration (If Applicable) • Declaration (Individual & Huf Case)-If Applicable. • Copy of incorporation certificate in case of company & other entities registered under any other act. • MSME Certificate (If applicable). In case, firm is not registered under MSME Act then a declaration that Bidder is not registered under MSME Act would be mandatory. <p>OPTIONAL DOCUMENTS:</p> <ul style="list-style-type: none"> • Any other supporting document required in the BDS. • All relevant Drawings should be attached for our knowledge purpose.
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The Incoterms edition is Incoterm 2020.

ITB 14.6 (a) (iii)	“Final destination (Project Site)”: Shwetdhara Milk Producer Company Ltd, Ayodhya, UP. (Exact Stores location will be shared at the time of delivery).
ITB 14.7	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years
ITB 19.1 (a)	Manufacturer’s authorization is: <i>required as per proforma in Section IV.</i>
ITB 20.1	The bid validity period shall be 120 days from the bid opening date.
ITB 20.3	Not Applicable
ITB 21.1	(a) Bid Security shall be in the form of DD OR BANK GUARANTEE issued by any Nationalized/Scheduled Bank in India. Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms;
ITB 21.2	The amount of the Bid Security shall be: Rs.1,78,000 (Rupees One Lakhs Seventy Eight Thousand) as Bid Security. It should be in favour of Shwetdhara Milk Producer Company Ltd payable at Ayodhya.

ITB 22.1	In addition to the original of the bid, the number of copies is: One
D. Submission and Opening of Bids	
ITB 23.1	Bidders “ <i>shall not</i> ” have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>Not Applicable.</i>
ITB 23.2 (c)	<p>1. The inner and outer envelopes shall bear the following additional identification marks: OPEN TENDER FOR The Supply, Installation, Testing & Commissioning of Bulk Milk Coolers (5 KL)</p> <p>Identification no.: Bid Reference- SMPCL:2023-24:OT:BMC:SEP02</p>
ITB 24.1	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>The Chief Executive</p> <p>Shwetdhara Milk Producer Company Ltd Gorakhnath Complex, First Floor, left Side Prayagraj Road, Near Awadh University, Faizabad, Ayodhya UP. Pin -224001</p> <p>The deadline for the submission of bids is: Date: 19th Oct 2023 Time: Till 14:00 Hrs.</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>The Chief Executive Shwetdhara Milk Producer Company Ltd Gorakhnath Complex, First Floor, left Side Prayagraj Road, Near Awadh University, Faizabad, Ayodhya UP. Pin -224001</p> <p>Email: purchase@shwetdharamilk.com</p>

	<p>M: 9151003550</p> <p>The deadline for the opening of technical bids is: Date: 19th Oct 2023. Time: 14:30 Hrs.</p>
ITB 27.1	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>Not Applicable</i>
ITB 30.3	Deleted
E. Evaluation and Comparison of Bids	
ITB 36.3(a)	Evaluation will be done on the basis of total bid price for entire lot considering as a single lot inclusive of other charges (If any) but excluding Goods and Services Tax (GST).
ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: NO. (b) Deviation in payment schedule: NO.</p>
ITB 36.4	<p>(a) Evaluation will be done on the basis of total bid price for entire lot considering as a single lot inclusive of other charges (If any) and including Goods and Services Tax (GST).</p> <p>(b) No price adjustment will be allowed during the period of execution of contract.</p>
ITB 36.6	Not Applicable
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%</p>

SECTION III.

EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Evaluation Criteria (ITB 36.3 {d})
2. Minimum qualification Requirements (ITB 38.2)

1. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

(a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.

(b) Deviation in payment schedule:

No deviation in payment terms is acceptable. Bids with deviation in payment terms shall be treated as non-responsive.

2. Minimum Qualification Requirements (ITB 38.2)

Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- The eligible bidders may be those who have an **total turnover** not less than Rupees 4 (Four) crore or equivalent to Foreign Currency in last 3 financial years (2020-21, 2021-22 & 2022-23). The proposer shall also furnish the copies of its audited financial statement for the last three financial years 2020-21, 2021-22 & 2022-23).
- Only Manufacturers of BMCs will be allowed to participate against this Tender.
- Two or more companies together will not be allowed for the bidding.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- Bidder should have already supplied more than 16 nos. of the BMCs (5 KL) to other Milk Cooperative Union/Federation and Producer companies in India in the same name during last 3 financial years (2020-21, 2021-22 & 2022-23).
- The Bidder must furnish details of supplies made by him in the last three years in Performa attached in Section VI, and other supported documents to demonstrate that bidder is meeting minimum Qualification requirement.

SECTION IV – BIDDING FORMS

Table of Forms

Name Of Form	Page No.
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Price Schedule	39
SECURITY (BANK GUARANTEE)	42
Manufacturer's Authorization	43
PART 2 - SUPPLY REQUIREMENTS	44
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BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]* Open Tender No.:
Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be

accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]* Open Tender No.:
Invitation for Bid No.: *[insert No of IFB]* Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the

funding agency, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.6;

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (n) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PRICE SCHEDULE FORMS

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated.]

ANNEXURE I

PRICE SCHEDULE (Bidders to share commercial quotation in Price Schedule only)

BID REF NO: SMPCL:2023-24:OT:BMC:SEP02

PRICE SCHEDULE

Date: _____

Open Tender No: _____

Alternative No: _____

Page No _____ of _____

1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Delivery Date	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4 x5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination	GST payable per item if Contract is awarded	Total Price per line item (Col. 6+7+8)
1	i) BMCU OF 5KL with servo voltage stabilizer and accessories (Tank evaporators, Agitators, Ball feet, Tank fittings and accessories, CIP facility, Dipstick, Cleaning Brushes, Milk Tank control panels, Temperature display with Battery Backup, Cooling and Agitation Controls, Domestic Power Distribution Board, Domestic Main Distribution Board, Refrigeration unit with 02 compressor, Refrigeration Control Panel and accessories, Accessories for stabilizer, Earthing, Milk Feeding systems which includes Balance tank with strainer, Milk Pump, Food Grade Hose pipe etc) as per technical specification attached including warranty of 24 Months.		08 Nos					
	ii) DG set and its accessories as per technical specification 24 Months warranty.		08 Nos					
	iii) Hot water Generation unit: Evacuated Tube Collectors(ETC) based Solar Water Heating System, Cap. 200LPD as per technical specification including warranty of 24 Months.		08 Nos					
	iv) Insulated hot water storage tank – 200 Ltr. Capacity as per technical specification including warranty of 24 Months.		08 Nos					
	v) Can Tipping Bar as per technical specification including warranty of 24 Months.		04 Nos					

vi) Can Scrubber as per technical specification including warranty of 24 Months.		08 Nos					
vii) Can Drip Saver as technical Specification including warranty of 24 Months.		04 Nos					
viii) Milk Dump Tank cap:1000L as per technical specification including warranty of 24 Months.		04 Nos					
ix) Milk Weigh Bowl cap:500Ltr as per technical specification including warranty of 24 Months.		04 Nos					
x) Weighing Machine as per technical specification including warranty of 24 Months.		04 Nos					
xi.)Roller can conveyor 5 Mts as per technical specification including warranty of 24 Months.		04 Nos					
xii) Milk Dispatch Pump with 10 MWC &10 KLPH Capacity including warranty of 24 Months.		04 Nos					
xiii) Can washer tank without motor/brush set for lid cleaning including warranty of 24 Months.		04 Nos					
xiv) Can washer tank without motor/brush set can rinsing including warranty of 24 Months.		04 Nos					
xvi) Dead Weight for EWS calibration with stamping including warranty of 24 Months.		04 Nos					
xvii) Water handling system for BMC with Water Pump, HDPE Tank 1000 lit Capacity, Tank Mounting as per technical specification including warranty of 24 Months.		08 Nos					
xviii) SPARES "AS PER ANNEXURE B"		08 Nos					
xix) Installation, Commissioning, trial runs and putting BMCs in operations at each location as per technical specification including warranty of 24 months		08 Nos					
TOTAL PRICE (A)							

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs..... (Amount in figures) (Rs..... amount in words) within the period specified in the Invitation for Quotations.

We also confirm that the normal commercial warrantee/guarantee of **24 (Twenty Four)** months shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.

Seal & Signature of Supplier

SECURITY (BANK GUARANTEE)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert name and address of Purchaser]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]*, *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, and (iii) does not accept the correction of Bid price pursuant to ITB Clause 31.

This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) forty-five days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s) of authorized bank's representative(s)]

Manufacturer's Authorization

Only Manufactures as per the eligibility criteria defined in the bid document are eligible to participate.

SECTION V.- ELIGIBLE COUNTRIES

DELETED

PART 2 - SUPPLY REQUIREMENTS

SECTION VI – SCHEDULE OF REQUIREMENTS

1. LIST OF GOODS & DELIVERY SCHEDULE
2. TECHNICAL SPECIFICATIONS
3. DRAWINGS
4. INSPECTIONS AND TESTS
5. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS
6. PROFORMA FOR PERFORMANCE STATEMENT
7. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

1. List of Goods and Delivery Schedule

Particulars	Qty. in Nos.	Delivery timeline
BMCs	2	Within 45 days from date of issuance of Purchase order
BMCs	2	In between 15 th January 2024 to 15 th February 2024
BMCs	4	In between 15 th April 2024 to 15 th June 2024

Technical Specification for Bulk Milk Cooler (5KL)

1.0 General Description and Scope of Work:

Technical Specification for Bulk Milk Cooler (5KL) Complete with All accessories and related Equipment.

GENERAL DESCRIPTION

Design, supply, installation, testing and commissioning of Direct Expansion type bulkmilk cooling systems including all accessories & items given in the detailed scope of supply, on turnkey basis.

FUNCTIONAL REQUIREMENTS

The Bulk Milk Cooling units shall be used to cool raw milk at the village level from the ambient temperature to 4°C in conformity to specified ISO 5708 2A II standard and ISO 520-2004. The cooling tank shall be used for immediately cooling the milk after milking so as to conserve the quality. It is intended for daily collection of milk. It should be hygienic container built to sanitary standards.

Milk Feeding System : It should have the feeding arrangement from Bottom. It should have necessary Non Return Valve and other accessories to prevent back flow of the milk.

The agitator should be provided in the cooling tank works intermittently and at a very gentle speed.

DESIGN REQUIREMENT

Capacity

The net capacity of the bulk milk cooler shall be as mentioned above and as per the requirement given in the enquiry/tender document. However, the gross capacity in all the sizes shall be around 10% higher than the rated capacity to avoid accidental spillage of milk due to agitation or any other reason.

Applicable manufacturing/ design code

Bulk Milk Cooler (BMC)

The BMC tank shall meet the requirements of **ISO 5708 - 2 II (Latest version)** for milk collection cycle of two times in a day with less than 3.0 hours cooling time from 35 to 4 Deg. C for all milking and not more than 1.5 hours for second milking

i.e. from 10 to 4 Deg. C.

For design of condensing unit for BMC **ARI Standard 520-2004** (Air-Conditioning & Refrigeration Institute, Arlington, Virginia) for ambient temperature condition shall be applicable.

The tank shall be of an established & proven Direct Expansion type multi feed design, in regular production & use and not a prototype

Refrigeration System

The refrigeration system shall be designed to meet performance ratings of positive displacement condensing units specified in **ARI Standard 520- 2004**.

Accessories

Accessories like diesel generator set, electric & control cables, control panel, temperature sensor, electrical switchgears, refrigeration control valves & fittings etc. shall be of approved make as detailed in the specifications and shall meet the requirement of the latest relevant **Indian electricity rules**, ISO/BIS Standards.

Scope

The scope starts from receipt of milk in milk can with SS 304 funnel with SS mesh and then manual pouring in to a weighing bowl (500 litres) and pumping to bulkmilk cooler from dump tank. In some cases, the reception equipment will include a can tipping bar. From BMC, the milk shall be transferred to Road Milk Tanker (RMT) through food grade quality flexible hose of adequate length and milk transfer through the pump supplied along with BMC.

Supply

Since the Equipment will be installed in Village where the operating conditions are hot, humid, and dusty.

Voltage can be fluctuating from 300V to 500V for three phase supply should be capable of performing in these conditions.

The bulk milk cooler shall be a complete unit with the refrigeration system, agitator(s), lockable inlet & outlet valve with strainer. Also includes supply of AISI 304 BMC will be supplied with SS piping with necessary **NRV and Plug Valves** for bottom feeding , balance tank with SS 304 filter for pumped system, SS piping & milk hose of food grade quality, unions and milk transfer pump , SS 304 pipes & fittings, erection materials, pipe supports, floor plates, hinged type pipe clamps.

The hose pipe shall be 10 meters long and end with SS liner and blank nut chained with the hose.

A wall mounted SS hook of adequate size for hanging the milk hose pipe roll shall also be provided. The scope includes electrical & control panels and interconnecting cables, cable conduits shall also be supplied, earth pit pipes with removable cover & earthing as required by local electrical regulation.

The indicative distances between BMC outlet to milk pump inlet - 3 m, BMC to Mains power point & DG set – 20 m may be considered for calculating cable, SS piping requirement, supports etc. However, the exact distances shall be as per site conditions and complete piping & cabling necessary for installation shall be supplied.

Installation & Commissioning

The total job is on turnkey basis and includes supply, installation, testing, commissioning and training of the field personnel. Minor civil works, providing & grouting supports are included in the scope. Giving satisfactory training to the staff of the collection center and trial runs for the complete unit. Moreover, supplier has to demonstrate performance of the unit as per operating parameters.

The supplier shall quote the reputed make of all bought out components included in the bid, which shall be approved by the Purchaser before finalization of the contract.

2.0	Bulk Milk Cooler Tank:	
Sr.	Particulars	Technical Specifications
2.1	Standard applicable and cooling time required at 48 Deg.C ambient conditions	ISO5708 Type 2II (latest version) for 2 milk collections: <ul style="list-style-type: none"> - Cooling 50% of first milk collection of its rated capacity in 3hrs from 35 degree C to 4 degree C - Cooling of 100% of milk volume after 50% of milk is added from second milk collection (average temp 10 degree C to 4 degree C) in 1 hr 30 minutes
2.2	Rated Capacity– Litres	5000L for 2milk collection
2.3	Gross Capacity- Liters	+10% of Rated Capacity-Litres (must be 10% more than rated capacity)
2.4	Material of Construction	AISI 304 (refer 2.8 & 2.9 below)
2.5	Type	Closed type for BMC capacity 5 KL

2.6	Tank evaporator	<p>The tank evaporator plate should have adequate resurface area ensuring that the milk is cooled in the local ambient conditions of 48 Deg C and in the time periods as specified above.</p> <p>Laser welded with Operating pressure of 30 bars and crash test pressure of 60 bars. In case of rectangular/circular type bulk milk cooler, the evaporator shall be fixed at the bottom plate of the inner tank.</p> <p>For 5000 litre tanks the total evaporative area shall be divided and separated into two sections. Each section shall have separate suction & discharge ports connecting to each compressor.</p>
2.7	Tank orientation	<p>For 5000 litre BMC,tanks shall be completely closed type in cylindrical/elliptical orientation with circular/elliptical dishends and manhole of size 450mm on top with lockable cover</p> <p>The shape of the BMC tank shall conform to international sanitary design.</p>
2.8	Evaporator plate thicknesses	For 5 KL BMCU-2 mm Bottom and 0.8mmTop
2.9	Thickness of Inner and Outer shell of tank	Close Type and 5K Liner 2.0mm & outer:1.6mm
2.10	Agitators	1 or 2 Nos. Standard/ISO 5708 Type 2 II (latest version) Compliance ensuring even distribution of the milk fat when milk
2.11	Ball Feet	AISI 304 adjustable ball feet tamper proof and lockable with 50mm height adjustment.(Preferred 6nos.for BMC up to 5kL)
2.12	Tank Fittings& Accessories	<p>CLOSED TYPE BMC</p> <ul style="list-style-type: none"> • Bottom feeding arrangement with necessary NRV and Plug Valves • Inlet cum outlet valve with locking arrangement and blank union at the bottom of the tank • All SS fittings shall be of SMS standard. • Air vent in SS construction with vermin proof design • Top Manhole with locking arrangement. • SS Ladder to be provided for approaching top manhole. Also provision of Top Feeding in the same system.
2.13	Type of Insulation	Injected, CFC Free PUF 40kg/Cu. m.
2.14	Thickness of insulation	40kg/Cu.mdensity,50mm(min.)in the walls & 90mm below the evaporator to allow 1Deg.C temperature is eat given ambient condition sin 4hours after milk is brought to 4 Deg C. and when the BMC isn't operating
2.15	Efficiency of Insulation	0.019 Wm/k

2.16	Facility to measure milk volume	1 no. Dip Stick of AISI 304 3mm thick on wall of tank. Calibration accuracy-0.5%. Laminated & Framed calibration chart.
2.17	Product contact surface	2B Finish
2.18	Weld surface finish	min.150 Grit, all joints minimum 25mm radius curvature
2.19	Tank cleaning Brushes	1 tank cleaning brush and one 1500mm long pipe cleaning brush. 6 No.SS pipe hooks to be provided for 5kl BMC
2.20	CIP Facility	Manual CIP Cleaning by spray balls for closed type tanks For closed type tanks, facilities for cleaning in place shall be provided which include CIP spray balls & SS piping from balance tank through milk pump to BMC and back to balance tank.
2.21	Top cover opening limit switch	Not Required
2.22	Milk Tank Controls Panel	Required
1.	Wall or Tank mounted	To be specified by bidder
2.	MOC of Panel&	AISI304/1.6mm
3.	Temperature Display	LCD-0to100 Deg.C with one decimal accuracy
4.	Cooling& Agitation controls	Required– controls for management of cooling control and agitation, provision for cut-off/restart, intermittent operation of agitator, auto & manual facility
5.	Battery back-up	Required for Temp. Display
6.	RS232portfor Temperature	RS 232 connectivity for temperature data transfer shall be provided.
2.23	Refrigeration Controls Panel	Required
1.	Wall mounted	Wall mounted
2.	MOC of Panel & Thickness	AISI304/1.6mm

3.	Rating of Contactors	Standard to meet functional requirements of the Refrigeration Control Panel
.4	UV/OV trip facility	Required
.5	Neutral Protection unit	Required
.6	Timer On-Delay	Required
.7	Auto/manual Mode	Required
2.24	Servo Voltage Stabilizer	Required for stabilizing the power supply to BMC from grid or DG set
1.	Voltage range	300to500 for3phaseBMC
2.	Rating	30kVA- for3Phase BMC
3.	MOC, thickness& Type of structure	MS Powder coated,1.6mm. & pipe structure
4.	Accessories for 3 phase stabilizer	40AMCCBforincoming,40Aphaseselector,change-overand bypass switch, LED lamps, Servo controlled correction transformer, Digital V, I,F indicator for input&output,63A terminal blocks, OV/UV trip with delay time, single phase preventer, static type energy meter with 10-60A capacity. Brass metal glands, MCB's(TPN40A-2nos.,TPN32A-1no,TPN16A-1no),Metallic pump socket, Servo Motor.
5.	Operating features	Cable entry from top, response time-5 milli seconds, should withstand 150% load on surge duty, capacity of terminals should be 150% of rated current, Dimmer with CRGO core, separate Auto/manual facility, plug in type control card for each phase, correction speed-105v/s,Efficiency-99.5%

2.25	Domestic Power Distribution Board	Required
1.	Operating features	It would get single phase power from grid supply directly as well as stabilized power from main control panel and feed power for lighting, electric geyser/solar water heating system, testing equipment, computer and printer.
2.	Accessories for 5kl BMC domestic power distribution board	MS Powder coated 1.6mm enclosure,32 DP Changeover switch, 32ADPMC Basin coming, 3nos.10A MCBSP for lighting, 3 nos. 20AMCBSP for geyser/Solar water heater, AMCU etc.

3.	Accessories for 3 phase stabilizer	40 AMC CB for incoming,40 A phase selector, change-over and bypass switch ,LED lamps, Servo controlled correction transformer, Digital V,I,F indicator for input & output,63A terminal blocks, OV/UV trip with delay time, single phase preventer, static type energy meter with 10-60A capacity. Brass metal glands, MCB's (TPN 40A-2nos.,TPN32A-1no,TPN 16A-1no),Metallic pump socket, Servo Motor.
4.	Operating features	Cable entry from top, response time-5 milli seconds, should withstand 150% load on surge duty, capacity of terminals should be 150% of rated current, Dimmer with CRGO core, separate Auto/manual facility, plug in type control card for each phase, correction speed-105v/s,Efficiency-99.5%
2.26	Domestic Main Distribution Board	Required
1.	Accessories for 5 kl BMC	MS Powder coated 1.6mm enclosure, 60 ADPMCB for incoming, 40 ADPMCB for feeding refrigeration panel, 20A DPMCB for feeding starter of milk pump, 32ADPMCB for feeding Domestic power DB, 20ADPMC Basspare.
2.27	Earthing	As per IS: 3043-1987 (reaffirmed 2001)- "Code of practice for earthing".Pipe type earthing with funnel at top- 4nos. to be provided with distance between each pit as per local statutory requirement. Suitable GI Strip (minimum25x3mm) to be used for connecting earth pit with nearest equipment earthing point. From this point earthing to other points can be looped by suitable GI Strip or PVC insulated copper conductor cable of green color (size minimum 1x4 Sq.mm). The scope of work includes excavation for the earth pit, construction of suitable chamber, filling with necessary materials (e.g .charcoal & salt) and complete with cover. Supplier will test and demonstrate the resistance as per local EB requirement and furnish record as required.

3.0 Refrigeration Unit		
Sl.	Description	Specification Requirement
3.1	Standard opted for conditions of 48 Deg. C ambient conditions	ARI Standard 520-2004 applicable for refrigeration units operating at higher ambient temperature conditions. To facilitate for milk collection of BMC s operating as per ISO 5708 Type 2II standard.
3.2	Design Parameters	0 Dec.C evaporation and applicable discharge temperature at minimum 60Deg.C condensing temperature

3.3	Type	Direct Expansion
3.4	Type of Refrigerant	Freon 404 or CFC Free refrigerant.
3.5	Cooling Capacity of each Compressor	Adequate capacity to ensure milk cooling time periods specified and ambient conditions of 48 Deg.C mentioned above. Compressors elected should be compatible for multiple
3.6	Number of Compressor	Two
3.7	Type of Compressor	Hermetically sealed Reciprocating/Scroll energy efficient
3.8	Type of Condenser	Air Cooled.
3.9	Condenser surface area	Design and provide substantially adequate condensing area to meet functional requirements of the refrigeration unit in very hot conditions specified above.
3.10	Receiver volume	6Ltrs minimum
3.11	Condenser Fan	With internal thermal protection device, Enclosure shall be of metal (plastic body is not permitted)
3.12	Pump down system	Required
3.13	Protective Grill	To provide removable wire mesh screen in front of condenser
3.14	Expansion Valve	Thermostatic expansion valve with MOP(minimum operating pressure)
3.15	Drier, solenoid valve, Sight Glass, Fan and receiver	Required for safe and efficient operation of the unit
3.16	Accessories	Isolation valve sat suction & discharge sides of the compressors, All pipes, valves, fittings & controls shall comply with the latest relevant National or International code applicable, Copper piping between BMC and condensing unit shall be supported/routed by cable tray and cable tray supports. Condensing unit should be placed on platform

Note: Bidders are required to get prior approval of the MPC for the make of Condensing Unit

4.0	Milk Pump Feeding System for accessories	
S. No	Description	Specification Requirement
4.1	Balance Tank with SS strainer	The tank and strainer to be fabricated out of 1.6mm SS304 sheet General arrangement Drawings shall be approved by MPC.

4.2	Balance Tank Capacity	Minimum 220L
4.3	Tank accessories	Outlet with 38mm butter fly valve with expandable union and adjustable all feet (Min.50mm vertical), SS removable cover with handles, SS strainer made from 1.6mm thick SS plate with perforated plate having 2 mm dia. holes (removable type), Outlet to end in cup type for easy draining of milk and CIP
4.4	SS 304 Milk Pump	Centrifugal in SS construction
4.5	Flow Rate	10000 LPH
4.6	Head in mwc	10m
4.7	Pump inlet/outlet	38/38mm with SMS unions for 5kL
4.8	Pump Accessories	Adjustable ball feet (min.50mm), One spare mechanical seal to be provided. Motor having 'E'/'F' class insulation and having IP 55 protection.
4.9	Food grade tanker loading/unloading hose pipe	10 meters length and Size 38mm With SS cap, chain and union

5.0 Water Handling System for BMC		
S.	Description	Specification Requirement
5.1	Water Pump with foot valve	Mono block for filling the OH tank.
5.2	Capacity	1.0 HP
5.3	Water line schematic indicating valves/fittings etc	The OH tank to supply water to BMC for cleaning and washing. Also, the water shall be supplied to ETC Solar water heater mounted on roof of building. Sketch to be provided
5.4	HDPE water tank 1000L	The tank shall conform to ISI:12701/96 rotational molded polyethylene (HDPE) heavy duty, hygienic construction, closed type with man hole for cleaning & maintenance

5.5	Tank mounting arrangement for water tank	Sturdy structure of MS angle of size 35x35x5mm duly pre- treated and hot dip galvanized after fabrication or tubular structure with powder coating could be provided. The mounted tank should have approach ladder etc. Place the tank at convenient height to gravity feed the water to BMCU For cleaning etc.
5.6	System Interconnecting Piping	Piping for cold water should be of CPVC ISI marked. Piping is Required between cold water tank out let to solar water heater unit and other point in BMC area.

6.0	DG Set	
Sr.	Description	Specification Requirement
6.1	General operating and design conditions	The DG set shall be of capacity: 30 kVA Water cooled for 5kL BMC The DG set should be heavy duty design ,industrial type, rated for Continuous operation for the refrigeration system, milk tank agitator & milk dispatch pump, hot water geyser (approx.2,0kW), AMCU, Lightings, Ceiling fan. The diesel engine and alternate or should be mounted on specially designed combination base plate and MS structure of extremely rigid fabrication. The base frame should be

6.2	<p>Confirmation</p> <p>To regulatory norms for environment and Approval from Local authorities</p>	<p>DG set should carry a valid approval certificate issued as per CPCB</p> <p>Norms complying with the provision of the Environment (Protection) second Amendment Rules 2002, vide notification noG. S.R.371(E) , dated 17th May 2002 & amended by GSR448 (E) dt.12/07/2004.</p> <p>Also compliant with new CPCB II norms applicable from April 1, 2014.</p> <p>The exhaust pipe with exhaust muffler with insertion loss of minimum 25 dB (A) is connected to the exhaust manifold preferably with flexible bellows.</p> <p>In case the DG Set is located within the BMC building, the exhaust pipe with insulation & cladding of adequate length be provided extending the original pipe over the roof of the building to avoid pollution in and around the location.</p> <p>Supplier to obtain the approval of Local authorities in case it is required by the rules.</p>
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6.3	Diesel Engine	<p>The diesel engine should be suitable for Power Generation application type air or water cooled and capable of developing required BHP when running at 1500 rpm under NTP conditions.</p> <p>The engine should be built to IS10000/ISO3046/BS5514/649 and rated for continuous running of 24 hours with an overload capacity of 10% for a period not exceeding 1 hour in any 12 hours running. Diesel engine up to 20kW should have valid BIS license and certificate clearly mentioning use for 'General purpose application as per IS10001 norms.</p> <p>Engine ratings should be for operation at full load condition and should be suitable to take 100% block load.</p> <p>Self-starting arrangement with 12V suitable rated heavy-duty Lead Acid accumulator type battery with Solid-state battery charging arrangement and cables.</p> <p>Standard set of tools. First fill of Lubricating oil , First fill of coolant ,Lubricating oil pressure & temp. gauge,</p> <p>Standard set of tools. First fill of Lubricating oil, First fill of coolant, Lubricating oil pressure & temp. gauge,</p> <p>Control panel for engine with engine safety temperature, V-belt</p>
6.4	Engine Instrument Panel (Mechanical and/or electronic gauges)	<p>Consist of Ignition key, Starting push button, Lubricating oil pressure gauge, Temperature gauge for cooling water, Temperature gauge for lubricating oil, RPM meter(Analog type)</p> <p>Battery charging meter</p>
6.5	Alternator	<p>The engine should be closely/flexible coupled to suitable self excited, self regulated (through an AVR) alternator or developing required kVA at 0.8 power factor, 1 phase / 3 phase, 50 cycle/sec, 230 volts AC power supply under NTP conditions when running at 1500</p> <p>RPM. The alternator should be brush less type, screen protected and Fitted with end shield and ball roller bearings. The alternator shall have 'H' class of insulation .It shall conform to IS 13364 (Part1)1992 upto 20kVA, IS13364 (partII) 1992 or IS 4722 of 1992 above 20kVA.</p>

6.6	Control Panel	<p>The diesel generating set to have suitable control panel duly pre-wired with the following instruments:</p> <p>One am meter with selector switch, One energy meter with selector switch, Hour meter, One suitable capacity MCCB with overload and short circuit protection to disconnect power supply in case load of generating set increases beyond permitted limits. The rupturing capacity of the MCCB should not be less than 25kA. One set of indicating lamps and control fuses.</p>
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7.0 Installation, commissioning, trial runs and putting the BMCU in operation		
Sr	Particulars	Works required to be carried out
7.1	Installation of BMCU and supporting accessories.	<p>The installation work should be carried in the best workman like manner in conformity to the relevant codes of practices of BIS standards applicable for mechanical & electrical installation.</p> <p>Installation of all equipment & inter connecting piping, including minor civil works such as earthing pit & chamber, providing stain less steel pipe supports, SS base plates, clamps, valves, unions etc. required to secure the equipment & piping to walls and floors is to be provided.</p> <p>Supply, laying, connecting, terminating all necessary electrical and control cables through the cable trays, GI pipes/ conduits, cable gland socket sat ends, isolators, junction boxes etc are included in the scope of the work.</p> <p>Cable trays and supporting steel members such as Galvanized angles/channel/flats shall be used and fixed/installed at appropriate places to ensure safe installation.</p> <p>The laying of cables on the floor or under the floor is not permitted except for milk pump.</p> <p>Copper piping between BMC tank and condensing unit shall be supported /routed by cable tray and cable tray supports.</p>
7.2	Interconnecting piping for the entire plant	<p>SS 304 piping 38 mmdia., 1.6mm thick</p> <p>Provide and install extended pipe for connecting milk hose for milk tanker loading-unloading</p>

7.3	Cables & Electrical	<p>Cable between DG Set and main panel shall be steel armored. For all electrical cables, suitable water tight cable glands and lugs should be used at ends. Specification for PVC insulated cables (for voltage up to 1100V): Part1 with copper conductor (revised).</p> <p>Flexible electrical connections shall be made only to items normally movable in service. Such flexible shall be PVC insulated copper conductor cable not less than 24/0.20mm in size (see IS694 (Part1-1964*)) and earth continuity conductors of PVC insulated copper conductor shall be provided.</p>
7.4	Tool box with required tools	<p>A standard tool box of GI sheet with necessary tools for normal maintenance. It should include Electric Tester, Screw Driver Set, Allen Key 3mm & 6mm, Pipe Wrench 12" Long, Screw Spanner 6", Fix spanner Set 6-27, Gasket for SS Unions/valves-3sets(All Tools of Reputed Make) and extra mechanical seal for pump.</p>
7.5	Operation manuals	2 sets i.e. one in local language and one in English
7.6	P&I Drawing for the complete system offered	Drawing to be provided
7.7	Commissioning	Supplier shall arrange commissioning & performance trial runs of the bulk milk cooling system ensuring that BMC meets all performance parameters. The supplier shall supply all the consumables except diesel for DG Set required during commissioning of the plant. Diesel for commissioning of DG Set shall be provided by purchaser. In case of unavailability of Milk, Supplier has to take trial on Water.
7.8	Training	Supplier shall arrange for training of the operating team of MPC for efficient operation and maintenance of the complete system
7.9	Warranty	All equipment (including bought out items) supplied & installed by the contractor shall have a comprehensive warranty of 24 Months from date of commissioning.
7.10	AM services for 2 years and placement of service Engineer	<p>Obligation of BMC Package supplier for providing After Sales Service/Warranty claims for the bought out components supplied with BMC package.</p> <p>One resident service engineer to be posted for 50 BMC is to be posted by the supplier for effective and timely after sales service.</p>

7.11	Inspection	Client's authorized outside agency, reserves right to inspect All the components of the bulk milk cooling system during fabrication/manufacturing stage, finished stage before dispatch of the equipment's. The milk cooling tank shall be checked with dye penetration test for welding defect, surface roughness check, water tightness test/hydraulic test.
7.12	Fire Extinguisher	Supply and install one no, A B C Stored Pressure type fire Extinguisher of capacity 1kg with each: BMC- 2Nos.
7.13	Logo	Approved logo will be provided.

8.0 ITEMS and technical specification:

Sr.	Particulars	Required Yes/No	Item specification																																								
.1	Hot water Generation unit- Evacuated Tube Collectors (ETC) based Solar Water Heating System, Cap. 200 LPD The unit should be MNRE approved.		<p>a) ETC-Water Tank Specification:</p> <p>b)ETC System–Technical Specifications Collector</p> <table border="1"> <tr> <td>Capacity of Tank</td> <td>200 LPD</td> </tr> <tr> <td>Material</td> <td>StainlessSteel304316,2Bfinish22 SWG</td> </tr> <tr> <td>Type</td> <td>Cylindrical–horizontally assembled.</td> </tr> <tr> <td>Size</td> <td>Ø460,Length2110.</td> </tr> <tr> <td>Insulation</td> <td>PU F50mm.highdensity</td> </tr> <tr> <td>Outer Cladding</td> <td>Precoated galvanized Steel/Aluminum.</td> </tr> <tr> <td>Outer Finishing</td> <td>Pure Polyester Powder Coating finish.</td> </tr> <tr> <td>Outer Finish Color</td> <td>Golden Yellow & Black combination</td> </tr> <tr> <td>Backup Heater</td> <td>2kWWiththermostatcontrol230VAC.</td> </tr> <tr> <td>Tank stand & Support assembly</td> <td>Fabricated MS angleofsize38x38x4mm Duly pre -treat ended hot dip galvanized</td> </tr> <tr> <td>Piping, and valves</td> <td>Required to supply water for cleaning</td> </tr> <tr> <td>Tank Testing</td> <td>Factorypressuretested for normal systems isat2kg/cm².</td> </tr> <tr> <td>Normal Working pressure of the</td> <td>Lessthan1kg/cm².</td> </tr> </table> <table border="1"> <tr> <td>Number of Tubes</td> <td>28 No's</td> </tr> <tr> <td>Evacuated Tube Dimensions</td> <td>Outer Diameter-47±0.7.mm,Inner Diameter-37±0.7.mm</td> </tr> <tr> <td>Total Tube length</td> <td>1500±5mm.</td> </tr> <tr> <td>Type of tube Selective coating</td> <td>Graded Al-N with Copper under Coating</td> </tr> <tr> <td>Configuration of Glass Tubes</td> <td>Two Concentric Borosilicate Glass Tubes.</td> </tr> <tr> <td>Solar absorbance</td> <td>>0.93.</td> </tr> <tr> <td>Solar Emittance.</td> <td><0.06.</td> </tr> </table> <p>(at 80°C)</p>	Capacity of Tank	200 LPD	Material	StainlessSteel304316,2Bfinish22 SWG	Type	Cylindrical–horizontally assembled.	Size	Ø460,Length2110.	Insulation	PU F50mm.highdensity	Outer Cladding	Precoated galvanized Steel/Aluminum.	Outer Finishing	Pure Polyester Powder Coating finish.	Outer Finish Color	Golden Yellow & Black combination	Backup Heater	2kWWiththermostatcontrol230VAC.	Tank stand & Support assembly	Fabricated MS angleofsize38x38x4mm Duly pre -treat ended hot dip galvanized	Piping, and valves	Required to supply water for cleaning	Tank Testing	Factorypressuretested for normal systems isat2kg/cm ² .	Normal Working pressure of the	Lessthan1kg/cm ² .	Number of Tubes	28 No's	Evacuated Tube Dimensions	Outer Diameter-47±0.7.mm,Inner Diameter-37±0.7.mm	Total Tube length	1500±5mm.	Type of tube Selective coating	Graded Al-N with Copper under Coating	Configuration of Glass Tubes	Two Concentric Borosilicate Glass Tubes.	Solar absorbance	>0.93.	Solar Emittance.	<0.06.
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Stagnation Temperature	<300°C										
Frame	Anodized Aluminum channelsof1.6mm Thickness. Aluminum rectangular box for										
8.2	Insulated hot Water storage tank–200 Ltr. capacity		<p>The tank shall be located inside the BMCU building placed at Convenient location at feasible height.</p> <p>The tank shall be non-pressure type of capacity 200 ltr and made up Of SS confirming to AISI 304 with minimum1.2mm thick sheet& TIG welding. The tank shall be insulated with thermal grade (32kg/ cum) PUF of thickness 40 mm and cladded with 22 Al sheet. A SS drain with SS cock shall be provided to take out sediments periodically.</p> <p>General Arrangement Drawing-Shall be approved by MPC</p>								
8.3	Can Tipping Bar		<p>Should be a horizontal wooden bar supported on two legs of MS `B 'class pipe and flange on bottom of the pipe for grouting. Top bar Should be made of teak wood. All MS surfaces are to be painted With a coat of epoxy primer followed by two coats of epoxy paint of Ivory color after thorough de-rusting. General Arrangement Drawing-Shall be approved by MPC</p>								
8.4	Can Scrubber		<p>The capacity of can scrubber shall be 425 litres & it shall be having S304 bath made from 2mm thicksheet. Cleaning nylon brushes Shall be driven by 1HP 1440 rpm three phase electric motor and gear box. For motor and gear box, SS 304 cover to be provided for avoiding splash of water. Supply of DOL electric starter for can scrubber is</p>								

8.5	Can Drip Saver		This shall be used to recover milk residue in milk cans after Dumping milk of can in milk weigh bowl. A pipe structure to keep 4-5nos. 40 litre milk can in inverted slant position to drain out Manually residue milk in can & then to collect it in a tray. Pipe structure-This to be made of 50mm G IB Class pipe, Collection tray– This to be made of 2 mm thick SS 304 sheet with slope
8.6	Milk Dump Tank cap:1000L		SS 304, Minimum 2mm thick sheet, 1000 litre erated capacity,1100 litre (Gross), Rectangular type,Slope-1:15 Towards outlet (from all 3 sides), All weld joints ground smooth. All SS Surfaces to be polished to 150grit.All inside corners shall have minimum radii of 25 mm .The top edges of the tank shall be bent out ward smoothly with SMS 51mm BFV valve at outlet. General Arrangement Drawing-Shall be approved by MPC
8.7	Milk Weigh Bowl cap:500Ltr		Bowl to be fabricated from 2mm thick SS 304 sheet with holding capacity of 500 litre. Bowl to have sufficient slope towards outlet where a specially operated SS valve complete with gasket (approximate 245mm) and other accessories is fixed. Bowl to be complete with SS wire mesh Strainer complete with mounting bracket & grill but without anti splash unit. Complete SS bowl to be made using standard procedures for SS fabrication of vessels for handling milk. General Arrangement Drawing-Shall be approved by MPC

8.8	Weighing Machine	<p>☑Weighing Mechanism-It should be fully electronic with load cells. The complete mechanism shall be housed in dust/water proof enclosure & fitted with damping facilities and all other adjustments. An electric heater should be provided to prevent Condensation inside the enclosure. Load cell to have IP 65 Protection & to with stand over load of 300% minimum to take Care of the impact loading when milk is poured into milk weigh bowl. Considering this, there should be at least two load cells of capacity 1000kg each.</p> <p>☑Display unit: Weight of milk to be indicated by bright 7 segments LED of 25mm height. , having display resolution of 1/6000 on a table top SS display unit.Accuracy-100gm. Display unit to have features of Tare (up to 50% of machine capacity),weight addition up to 6 digits & cumulative weight through a8 key s key board. Unit to have calibration facility through software. System to be suitable for operation with 230V, 50Hz, operating temperature of 0-48 deg C, operating humidity of maximum 85% RH (non-condensing).Unit to have in built battery back up for 20 hours. Unit to have facility for interfacing with a PC for entry/recording of weigh data.</p> <p>☑Supporting Structure: Hangers should be provided for suspending weigh bowl. The complete weighing machine shall be supported on a rigid bridge type steel structure. The two main legs for supporting structure to be of Mild steel with spray painted with a coat of Epoxy primer followed by two coats of Epoxy paint, all other structure to be of SS 304.</p> <p>☑Complete weighing system to meet the requirement and approval of Indian Weight & Measure Department & after installation at site ,the supplier to obtain the stamping</p> <p>☑Supporting Structure: Hangers should be provided for suspending weigh bowl. The complete weighing machine shall be supported on a rigid bridge type steel structure. The two main legs for supporting structure to be of Mild steel with spray painted with a coat of Epoxy primer followed by two coats of Epoxy paint, all other structure to be of SS 304.</p>
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Important: Bidders are required to offer reputed make of the components for BMCU for approval by the Milk Producer Company Ltd.

Specifications for Roller can conveyor 5 Mts:

Fabrication Supply, Erection & Commissioning of SS Roller Conveyor with SS Pipe Railing suitable for 40 litre capacity milk cans with following specification at BMCU including transportation to the site, unloading & placing at the erection place, necessary civil works if necessary, with a necessary slope up to weighing machine, etc Total complete job work

Roller Conveyor Pipe - 50 NB SS 304

Roller Rod - Dia 12 mm

Roller conveyor frame - SS 304 channel 75x40x4 mm

Roller conveyor legs - 40 NB SS 304

Distance between Roller to Roller - 85 mm

Roller conveyor Railing - SS 304 20 NB SS pipe

SS Stack - Each 3 roller stack SS Flat 10 mm with Gm Bush

Slope - Height 9 inch in Front and 6 inch at the end with adjustable provision

Can washer tank without motor/brush set for lid cleaning

Can cleaning Std. Milk Can of 40 Ltr. lids, The Capacity of Can washer shall be 425 liters & it shall be having S304 bath made from 2 mm thick sheet. Can washer tank same as Can scrubber without motor/brush

Can washer tank without motor/brush set For can rinsing

Can rinsing tank for Std. Milk Can of 40 Ltr. , The Capacity of Can washer shall be 425 liters & it shall be having S304 bath made from 2 mm thick sheet. Can washer tank same as Can scrubber without motor/brush

Milk Dispatch Pump with 10 MWC & 10 KLPH Capacity

Milk Dispatch Pump with 10 MWC & 10 KLPH Capacity

MOC: Contact & NON Contact Part SS304

Temp <90 Deg C.

Motor: BBL Make 1 HP, 415V, 2900 RPM, 3 Phase, 50 HZ, IP 55, Incl Class "F",

Impeller Open, Type: Centrifugal Seal, SS/C/EPDM, End Connection: 38 X 38 mm SMS

Dead Weight for EWS calibration with stamping

Standard deadweights sets with Stamps (01 Kg, 02Kg, 05 Kgs, 10 Kg, 20 Kgs and 50 Kgs.)

Important: Bidders are required to offer reputed make of the components for BMCU for approval.

ANNEXURE B

Sr. No.	Materials Detail	Qty.
1	Power Contactor for Compressor operation unit	1 Nos.
2	Overload protection relay for Compressor Operation Unit	1 Nos.
3	Power Contactor for Condenser Fan operation unit	1 Nos.
4	Overload protection relay for Condenser Fan Operation Unit	1 Nos.
5	Drier Filter	2 Nos.
6	Pressure Switch	2 Nos.
7	Temperature Sensor Cable	1 No.
8	Temperature Display Card	1 No.
9	Spare Milk Dispatch Pump (Spare Pump should be compatible with the supplied BMC Unit.)	1 Nos.

3. DRAWINGS

These Bidding Documents includes *no* drawings.

Bidders may submit all the relevant drawings for our knowledge purpose.

4. INSPECTIONS AND TESTS

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

The following inspections and tests shall be performed:

Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), during process of manufacturing and at point of delivery and/or at the Good's final destination. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

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 Goods shipment.

**5 . PROFORMA OF CERTIFICATE FOR ISSUE BY THE
PURCHASER AFTER SUCCESSFUL
INSTALLATION AND STARTUP OF THE SUPPLIED
GOODS**

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____

(b) Description of the plant _____

(c) Plant Nos. _____

(d) Quantity _____

(e) Rail/Roadways Receipt No. _____ dated _____

(f) Name of the consignee _____

(g) Date of start up and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the startup of the plant in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

6 . PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 38.2 and
Section III-Evaluation and
Qualification Criteria]

Proforma for Performance Statement (for a period of last three years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate form the Purchaser/Consignee)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

**7. DECLARATION FOR CLAIMING EXCISE
DUTY EXEMPTION**

(Name of the Project)

Bid No.

Description of item to be supplied

.....
.....

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

(Bidder's Name and Address):

To

(Name Of Purchaser)

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95.

(i) Ex-factory price per unit on which ED is payable: *Rs. _____

(ii) No of Units to be supplied: _____

(iii) Total cost on which ED is payable (Rs.) _____

(The requirements listed above are as per current notifications. These may be modified, if necessary, in terms of the rules in force)

(Signature)_____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

** Please attach details item-wise with cost,if there are more than one item. The figures indicated should tally with what is given in the price schedule.*

PART 3 – CONTRACT

Section VII.

General Conditions of Contract

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Section VII.
1. Definitions
General Conditions of Contract

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser’s Country” is India.
- (i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied

or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier or its agents (whether declared or not), sub-contractors, sub-consultants, service providers, and any personnel thereof has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days’ notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a funding agency’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Funding agency’s inspection and audit rights provided for under Clause 11 [Inspections and Audits].
- 3.2 Should the Supplier or its agents (whether declared or not), sub-contractors, sub-consultants, service providers, and any personnel thereof be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice, the funding agency will sanction a firm or individual, at any time, in accordance with prevailing funding agency’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded an financed contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Inco terms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Inco terms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Inco terms specified in the BDS

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(c) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

10. Settlement of Disputes

10.1 The Purchaser and the 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.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit

11.1 The Supplier shall permit the funding agency/purchaser and/or persons appointed by the funding agency/purchaser to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the

performance of the Contract, and to have such accounts and records audited by auditors appointed by the funding agency/purchaser if required by the funding agency/purchaser. The Supplier's attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the funding agency/purchaser's inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines)

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the

Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16.6 Invoices to be raised in the name of our Union.

16.7 All taxes should be charged in Invoice.

16.8 "C Form" will be issued by Union.

17. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the **SCC**, the Performance Security shall be denominated in the Indian Rupees, and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such

documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the funding agency/purchaser or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Inco terms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Inco terms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or

in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings,

claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion

shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

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

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser is: SHWETDHARA MILK PRODUCER COMPANY LTD
GCC 1.1 (o)	“Final destination (Project Site)”: SHWETDHARA MILK PRODUCER COMPANY LTD Ayodhya, UP. (Exact Stores location will be shared at the time of delivery).
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Inco terms.
GCC 4.2 (b)	The version edition of Inco terms shall be 2020
GCC 8.1	<p>For notices, the Purchaser’s address shall be: Shwetdhara MPCL Goraknath Complex, First Floor, Left Side Prayagraj Road, Near Awadh University Ayodhya, UP. 224001</p> <p>Email:purchase@shwetdharamilk.com M: 9151003550</p>
GCC 10.2	<p>Settlement of Disputes The dispute settlement mechanism to be applied shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the president of the Institution of Engineers (India).</p>

	<p>(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India).</p> <p>(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the president of the Institution of Engineers (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p>
	<p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India).</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p>
GCC 12.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: <i>As per schedule of requirement and schedule of related services</i>
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are given below:

	<p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <p>i) <i>3 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</i></p> <p>(ii) <i>Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;</i></p> <p>(iii) <i>3 Copies of packing list identifying contents of each package;</i></p> <p>(iv) <i>Insurance certificate;</i></p> <p>(v) <i>Manufacturer's/Supplier's warranty certificate;</i></p> <p>(vi) <i>Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; as applicable</i></p> <p><i>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</i></p>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed “shall not” be adjustable.
GCC 16.1	<p>GCC 16.1 Payment shall be made in Indian Rupees in the following manner:</p> <p>On Delivery: Sixty (60) % of the price of Goods shall be paid within thirty (30) days of receipt of the Goods and upon submission of the documents specified in clause 13 of SCC. Remaining Forty (40)% amount to be paid after successful installation and commissioning.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 8% per annum.</p>
GCC 17	In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.8 of Section VI. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.

GCC 18.1	Performance Security to the Purchaser shall be for an amount of 10% of the contract value, valid till warranty period.
GCC 18.3	The Performance Security shall be in the form of a “Bank Guarantee” drawn in favor of the Purchaser.
GCC 18.4	Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.
GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 30 days after the completion of performance obligations including warranty obligations.</p>
GCC 23.2	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(j) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.

GCC 26.1	The inspections and tests shall be: Stage-wise inspection and pre dispatch inspection (to check compliance to technical specifications defined in this Bid Document) may be carried out by the Purchaser or an agency appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and communication to this effect by the End Implementing Agency/ Inspection Agency.
GCC 26.2	The Inspections and tests shall be conducted at: Manufacturer's premises or at our site.
GCC 27.1	The liquidated damage shall be: 0.5% of contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	The period of validity of the Warranty shall be: 24 Months from the date of installation. For purposes of the Warranty, the place(s) of final destination(s) shall be: Installation site.
GCC 31.1	This clause will apply only to variations in GST/ Octroi etc. payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.

SECTION IX –CONTRACT FORMS

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1. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser 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 Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]* in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. PERFORMANCE SECURITY

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

² *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*. This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

³ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

⁴ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Annexure B- Supply Schedule of Goods (BMCs)

Particulars	Qty. in Nos.	Delivery timeline
BMCs	2	Within 45 days from date of issuance of Purchase order
BMCs	2	In between 15 th January 2024 to 15 th February 2024
BMCs	4	In between 15 th April 2024 to 15 th June 2024



*******END OF THE DOCUMENT*******