

VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LIMITED

(Patna dairy Project)

Feeder Balancing dairy Complex, Phulwarisharif , Patna, 801505

Phones: 2252553, 2252542, 2251622, Fax : 0612- 2250 325

E-Mail -vpmunin@gmail.com

GST -10AAAV8463B1ZV

TENDER DOCUMENT FOR THE WORK OF

Group No-01: Supply, Installation & Commissioning of Mechanical type, double head, milk packing machine of capacity - 5000 pouches per hour for 4.00 LLPD automatic Dairy Plant at Hajipur.

- **Quantity required – 01 set.**

Group No-02: Supply, Installation & Commissioning of Goods cum Passenger Lift /Elevator of 1000KGs capacity in milk processing section of 4.00 LLPD automatic Dairy plant at Hajipur.

- **Quantity required – 01 set**

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Prepared by:-

Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd

(Patna Dairy Project)

Feeder Balancing Dairy Complex, Phulwarisharif

Patna - 801505

Cost of Tender Document

[Rs 5,000.00 ((Rs Five Thousand only) for each group of work]

Notice Inviting e- tender (NIT)

(Through- e- tendering mode only on website- www.eproc.bihar.gov.in)

NIT No: VPMU: Engg: Hajipur: 1474

Date: 08-06-2022

Sl	Description	Details				
1	Name & address of advertiser	Managing Director Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd. (Patna Dairy Project) Feeder Balancing Dairy Complex, Patna -801505				
2	Date of issue of e- tender notice	16-06-2022 (Thursday)				
3	Period for downloading of e-tender document by bidders	20-06-2022(Monday) to 15-07-2022((Friday) Up to 15.00 Hours through above website				
4	Date, Time & Place of pre bid meeting	28-06-2022 (Tuesday) at 11 MM at VPMU, Patna Dairy Project, Feeder Balancing dairy Complex, PHULWARISHARIF, Patna, 801505				
5	Last date & Time for uploading tender Documents by the bidder	22-07-2022(Friday) up to 17.00 Hours on website - www.eproc.bihar.gov.in)				
6	Last date, time and place for submission of original instrument of EMD &Cost of BOQ	28-07-2022 (Thursday) up to 15.0 hours at VPMU, Patna Dairy Project, Feeder Balancing dairy Complex, PHULWARISHARIF, Patna, 801505				
7	Date, Time and Place of opening of Techno Commercial bid	30-07-2022 (Saturday) at 15.30 Hours on website www.eproc.bihar.gov.in				
8	Date, Time and Place of opening of price bid	Date & Time will be communicated later, Subsequent to finalization of techno-commercial bid. Place: www.eproc.bihar.gov.in				
9	Bid validity period	180 (one hundred Eighty days).				
10	Details of works is given below:-					
Group no	Name of the work	Estimated Cost (Rs In LAKH)	Bid Processing fees (Rs.)(To BELTRON)	Bid document Cost In Rs.	Bid Security (EMD) (In Rs.) 2% of Estimated cost	Time of Completion
01	Supply, installation & of commissioning	14.35	1,000.00 + Tax	5000.00	28,700.00	05 (Five

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	<i>mechanical type double head milk packing machine, capacity 5,000 PPH as per technical specification – Qty required - 01 set</i>					Months)
02	<i>Supply, installation & commissioning of Goods cum passenger Lift of 1000 KGs capacity . -Qty required - 01 set</i>	14.85	1,000.00 + Tax	5000.00	29,700.00	05 (Five Months)

11. The tender documents can be obtained through website -www.eproc.bihar.gov.in

The undersigned reserves the right to reject any or all tender / extend or cancel the tender/tenders at any time without assigning any reason thereof, No cost what so ever shall be claimed on such account by the bidder.

s/d

Managing Director

Notice Inviting e-Tender (NIT)

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9	Bid validity period	180 (one hundred Eighty days).				
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11. The tender documents can be obtained through website www.eproc.bihar.gov.in

12. For participating in the above e -Tendering process, the bidders shall have to get themselves registered with the service provider so that user ID, password and Digital Signature are issued to them. This will enable them to access the website-www.eproc.bihar.gov.in and download/ participate and download/ participate in E-Tender. For this, intending bidders may contact E-procurement Bihar state Electronic Development Corporation Ltd,(BELTRON), BELTRON BHAVAN SHASTRI Nagar,Patna-800023, Telephone No 0612-2281856/ 2284745.

13. (i) The bid processing fees shall be deposited by the bidder before uploading the tender document through on line mode i.e. through internet payment gateway (Credit / debit card) , net banking / NEFT / RTGS .

(ii) Bids along with necessary online payment must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time as specified above. VPMU does not take any responsibility for the delay / non availability of internet connection, Network, traffic or any other reasons.

14. Cost of Tender document as per given amount in above column should be deposited by the bidder before due date given in NIT in the form of D.D. of any nationalized/Scheduled bank in favour of Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd payable at Patna .

15. Earnest money should be in the shape of D.D. of any nationalized/Scheduled bank in favour of Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd payable at Patna. Unconditional bank guaranty from a nationalized bank in given format shall also be accepted. The above instruments should be valid for the minimum period of 180 days after date of receipt of tender.

16. Scanned copies of D.D. for cost of tender and DD or BG towards EMD must be uploaded through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in NIT and the original D.D. or BG should be submitted in the VPMU office through

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- registered post / courier / by hand in a sealed envelope super scribed with Cost Of tender document & EMD along with Name & address with mobile no. and email ID .*
- 17. All the information / corrigendum / addendum related to this project shall be published on the website www.eproc.bihar.gov.in*
 - 18. Further details can be obtained from the office of Managing Director, Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd. , Patna. Address is given above.*
 - 19. Bidders must upload scanned copies of their valid certificates of PAN / TAN, GST registration, Labor license [ESI coverage certificate / EPF registration certificate may also be considered] and other prequalifying terms etc with bid through e-procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT. All these certificates should be valid at least up to the date of opening of technical bid of the tender.*
 - 20. If documents uploaded by bidders are not downloaded by VPMU for any reason, undersigned reserves the right to ask for those documents for clarification.
The undersigned reserves the right to reject any or all tender / extend or cancel the tender/tenders at any time without assigning any reason thereof, No cost what so ever shall be claimed on such account by the bidder.*

*S/d
Managing Director*

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SECTION - 01

GENERAL CONDITIONS

OF THE CONTRACT

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SECTION – 01

PRE-QUALIFICATION TERMS

(A.0) Prequalification terms to make the bidders eligible for participation in the bid.

(1.0) Bidder's annual turnover in the same name and style in each of the last three years shall not be less than the total tender value. (Estimated cost) (Scanned copies of supporting documents in proof of Annual Turn Over (ATO) (Balance Sheet & P & L Account) of last 3 years are to be attached / uploaded)

(For agencies quoting on behalf of their principals, the turnover of their principals may be considered)

(2.0) Bidders must have successfully completed two similar jobs during any one of the last 5 (five) financial years(Year of tender may be excluded) and the value of two similar jobs should be as follows :-

Two (2) similar jobs each costing not less than the amount equal to 100 % (Hundred) of the estimated cost.

For agencies quoting on behalf of their principals, the two similar jobs each costing not less than the amount equal to 100 % (Hundred) of the estimated cost of their principals may be considered

(2.1) Bidders should attach / upload the certificates of completion from clients in co-op / Govt. undertaking/ Pvt. Reputed companies in proof their experience (for two completed jobs) as mentioned in point no 2.0 above. In the completion certificate of two similar jobs, PO no with date / agreement no with date, date of completion of the job / project should be mentioned.

(2.2) For agencies quoting on behalf of their principals, the purchase orders & completion certificates on their principals may be considered.

(3.0) Bidder should upload / furnish certified copy of latest Audited Annual Report should be up loaded / attached.

(4.0) Duly self attested Photo copies of certificates showing PAN No should be up loaded / attached.

(5.0) Bidder should attach / upload duly self attested Photo copies of valid registration no of GST.

Notes:

i) the above five conditions are necessary conditions essentially required for bidders to be qualified / successful in techno-commercial bid / terms for opening of their price bid.

ii) Without compromising with the experience and above eligibility criterion, the agencies registered with the local sale tax department will be preferred.

(6.0) besides the above essential prequalification terms (A-1.0 to A.5.0) bidders should also upload /furnish following information in Technical Bid Format. Although these terms are not necessary terms, they will be considered strictly during evaluation of the Techno Commercial Bid.

(a) Income tax clearance certificates of last three years. ITR Acknowledgments of last three years may be considered

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- (b) Copy of labor license. In case of labor license EPF Registration or ESI coverage certificates shall also be considered.*
- (c) List of manpower with qualification and experience to assess their technical competence to undertake supplies as well as erection jobs on turn key projects basis*
- (d) List of plant and machinery at their works and those which can be sent to sites for erection and commissioning.*
- (e) **Acceptance of techno commercial terms & technical specification on bidder's letter head with signature & seal.***
- (f) Any deviation from technical specification & techno commercial terms if any must be uploaded on bidder's letter head with signature & seal.*

(B.0) Tender shall be submitted in two parts on e-portal as described below:-

(B.1) PART-01 (Technical Bid Format) –

Techno-commercial bid comprising technical offer & commercial terms & conditions..

Technical offer for equipments & their installation & commissioning comprising following shall be uploaded by bidders on technical bid format on e –portal.

- a) Technical specification if not detailed in the up loaded tender papers otherwise confirmation of the one given with tender.*
- b) Documents pertaining to pre qualification terms as detailed above at point (1.0 to 5.0 of a.0) and (a, b , c ,d, e & f of 6.0)*
- c) Agreed terms & conditions & technical specification on bidder's letter head with signature & seal For this bidder will have to mentioned agreed or not – Yes / NO in technical bid format*
- d) Commercial terms if not detailed in tender papers otherwise confirmation of the one given with tender .Bidders may give their own terms if any however VPMU (Patna Dairy Project) is not bound to accept the same.
For this term bidder will have to mentioned agreed or not – Yes / NO in technical bid format
*List of optional items if applicable may be given.**
- e) A confirmation that earnest money is given in part - 2 i.e. price Bid or not with name of bank and draft No. & date but amount should not be disclosed.*
- f) Scope of supply & bill of materials in light of turnkey project basis..*
- g) Listing of deviations if any however VPMU (Patna Dairy Project) is not bound to accept those.*
- h) Guarantees offered for equipments.*
- i) Validity of offer.*
- j) Completion schedule beyond completion schedule in tender if any however VPMU (Patna Dairy Project) is not bound to accept.*
- k) Listing of exceptions & assumptions if any however VPMU (Patna Dairy Project) is not bound to accept.*

(B.2) Part-II- (Price Bid Format)

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- (a) The best offer with firm prices in the price schedule / format indicating basic price, packing & forwarding charges, freight, insurance ,unloading at site and GST are to be uploaded on commercial bid format of e-portal..
- (b) Erection and commissioning lump sum charges/unit wise charges for main equipments & other items including GST. The bidders shall provide commissioning spares & consumables at no additional cost unless stated otherwise in tender documents.
- (c) Confirmation that Earnest money as per requirement of tender documents is submitted or not:
- Yes or No
- (b) Original instrument of the Earnest Money shall be submitted by bidders in sealed envelope mentioning the EMD and name of Work in the VPMU (Patna Dairy Project office well advance in time as mentioned in the Notice Inviting Tender (NIT)
- (C.0) **Check List:** - This is not required as all these things are already given in technical bid format

Check list as given below also forms the part of Techno commercial bid:-

Sl	Particulars	Confirmation by bidders
01	Has the Bid security (Earnest money)as per terms of the tender notice been submitted	Yes/ No.
02	Has the price bid in terms of clause of Instructions to bidder been quoted	Yes / No
03	Has the delivery period been mentioned correctly and precisely considering the time for dispatch from your works, anticipated transit time and the time for erection and commissioning	Yes / No
04	Has the offer been kept valid for 120 days	Yes/No
05	Has the income tax clearance certificate of last three e years been furnished if no, state reasons	Yes/No
06	Has the registration certificate of sales tax / service tax .ED and other relevant certificates if any been attached	Yes / No
07	Has the statement of deviations been furnished	Yes / NO
08	Do you specifically agree to the liquidated damage clause As per tender terms	Yes/No
09	Do you agree to furnish the performance guarantee within one month from the date issuance of purchase order /execution of agreement if any	Yes/No
10	Has the list of clients to whom similar works have been executed with their full address.	Yes. No
11	Do you full fill the eligibility criterion for the prequalification If yes, have you attached all the relevant desired documents	Yes/No
12	Do You agree with approved list of makes given in tender? • Wherever brand of specific name is mentioned, it means the specific make and equivalent brand also.	Yes/No.

(D.0) **Notes for consideration of bidders before bidding** :-

- 1) Any corrections / amendments shall be properly and fully authenticated. if not done so, the offer is liable for rejection.
- 2) Firstly techno commercial bid /offer shall be opened on e- Portal and documents uploaded by bidders shall be downloaded by VPMU (Patna Dairy Project) and shall be technically & commercially evaluated.

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- (3) Documents contained in Part -1 shall be strictly examined & shall be the base in evaluation of the techno commercial bid of the bidder for their qualification / disqualification in techno commercial bid for opening of their price bid . So bidders are requested to be sure that proper & authentic documents are uploaded and also well within time.
- 4) In course of evaluation of techno commercial offer if found necessary to ask for clarifications/ confirmation from the bidders regarding technical specification and commercial terms to bring the offer in line with the requirement of specifications, VPMU (Patna Dairy Project has authority for the same and participating bidders shall submit the same without changing their offered price in price bid ie fresh / revised price bid / additional price bid shall not accepted in that case.
- Generally during evaluation of the documents uploaded by bidders it is found that certain scanned documents uploaded by bidders are not readable or missing on the website (Might be some network problem) although information pertaining to those documents are mentioned in the technical bid format by bidders. In that case Managing Director, VPMU reserves the right to seek those documents or clarifications on those documents from the concerned bidders within given time frame as decided by Managing Director, VPMU. If any bidder fails to provide those documents or clarifications on those documents within given time frame, his tender may not be considered or it may be rejected.
- 5) After getting necessary clarifications if required, price bid of technically & commercially acceptable bidders shall be opened (In public View) .
- 6) **Bidders are also requested to note the following :-**
- (6.1) Before or after placing the Purchase order / executing agreement with successful bidder in price bid , Managing Director , VPMU shall enquire for the break up the price bid of individual items under scope of supply & works pertaining to erection Commissioning. So the successful agency should have to prepare to submit the basic prices of individual items , discount if any , Packing & forwarding charge , GST , , Freight ,insurance ,unloading at site ,installation & commissioning charges ,and prevailing GST ie complete FOR price with installation & commissioning .
- (6.1) Managing Director, VPMU. May ask with successful bidder to submit Catalogues, literature & drawings required to give details of items .
- (6.2) Successful bidder in price bid shall have to submit Plant equipment lay out drawing, GA drawings and P & I diagrams and other related drawings etc for approval by Managing Director , VPMU. . But before that bidder shall make a visit of the site where civil construction work of the project shall be in progress so that any change in civil construction work in view of proper installation of a particular equipment may be taken up immediately .
- Bidder is required to submit equipment's fabrication drawings as well the equipments Civil Foundation drawings for approval so that civil foundation work may be taken up accordingly in time. .
- (6.3) Successful bidder (in price bid) shall have to submit the recommended list of spares for the particular equipment with quantity required for 3 years of operation & maintenance .
- (6.4) Schedule of stage / Final inspection at suppliers works if required by Managing Director, VPMU.
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SECTION -02

INSTRUCTIONS TO BIDDERS (ITB)

(a.0) The bidding Documents :-

1.0 Content of Bidder Documents

- 1.1 *The specification of goods required, bidder procedures' and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:*
- (a) *Instructions to Bidders:*
 - (b) *Technical Specifications:*
 - (c) *Price Schedules:*
 - (d) *Bid Security Form:*
 - (e) *Agreement / Contract Form-*
 - (f) *Performance Security Form*
- 1.2 *The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.*

2.0 Amendment of Bidding Documents:-

- 2.1 *At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.*
- 2.2 *The amendment will be notified in writing or by telex or fax to all prospective Bidders which have received the Bidding Documents and will be binding on them.*
- 2.3 *In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.*

(b.0) Preparation of Bids:-

3.0 Bid prices

- 3.1 *The Bidder shall indicate on the price schedule attached to these documents the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit bids for any one or more items specified in the "schedule of requirement". However, bidders must submit a bid for the full quantity specified under schedule of requirement, failing which, such bids will not be taken into accounts for evaluation and comparison and will not be considered for award.*
- 3.2 *Prices indicated on the price schedule shall be entered separately in the following manner:*
- i) *The price of the goods, quoted ex- factory, ex- showroom, ex- warehouse or off shelf, as applicable, including all customs duties and sales and other taxes already paid or payable:*

- ❖ *On the components and raw material used in the manufacture or assembly of goods quoted ex-factory.*

OR

- *the price of the goods, quoted ex-factory, ex-show room, ex- warehouse or off- the-shelf, as applicable, including sales other taxes already paid or payable on the imported goods of foreign origin quoted ex-showroom, ex- warehouse or off-the-shelf.*

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- (ii) Any taxes applicable in India which will be payable on the goods if this contract is awarded.*
 - (iii) Charges for packing and forwarding, inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination: and*
 - (iv) The cost of installation and commissioning as described in the technical specifications and putting the equipment into satisfactory operation including successful completion of performance and guarantee tests to be performed at the final destination by the bidder.*
 - (v) The cost of incidental services.*
- 3.3 The Bidder's separation of price components in accordance with Para 3.2 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.*

4.0 Bid currencies

4.1 For all goods and services covered in this bidding document, prices shall be quoted in Indian Rupees only.

5.0 Bid Security (Earnest Money Deposit)

- 5.1 The Bidder shall furnish, as part of its bid, bid security as specified in the enquiry.*
- 5.2 The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Para 5.7 below.*
- 5.3 The bid security shall be denominated in India Rupees only, and shall be in one of the following forms:*
 - (a) A bank guarantee issued by the nationalized bank located in India or any bank abroad acceptable to the purchaser in the form provided in the Bidding Documents and valid for 30 days beyond the validity of the bid.*
 - (b) A demand draft in favor of Vaishal Patliputra Dugdh UtpadakSahkari sangh Ltd payable at Patna may be submitted with the tender / bid.*
- 5.4 Any bid not secured in accordance with Clause 5.1 and 5.3 will be rejected by the purchaser as non- responsive.*
- 5.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 6 below.*
- 5.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to clause 13 & furnishing the performance security, pursuant to clause 14.*

5.7 The bid security may be forfeited:

- (a) if a bidder withdraws its bid during the period of bid validity or*
- (b) In the case of the successful Bidder, if the Bidder fails:*
 - (i) to sign the Contract in accordance with clause 13:*

Or
 - (ii) To furnish performance security in accordance with clause 14.*

6.0 Period of validity of Bids

- 6.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 8 below . A bid valid for a shorter period may be rejected by the purchaser as non- responsive..*
- 6.2 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by*

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FAX or Telex or by email), The bid security provided under clause 5 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

7.0 Deadline for submission of Bids

7.1 Bids must be received by the Purchaser at the address specified, not later than the time specified for receipt of the bids as indicated in the NIT / enquiry.

7.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with clause 7, above in which case all rights and obligations of the purchaser and bidder previously subject to the deadline will thereafter be subject to deadline as extended.

8.0 Clarification of Bids

8.1 To assist in the examination, evaluation and comparison of Techno commercial part of the bids the purchaser may, at its discretion, ask the bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

9.0 Preliminary Examination

9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the bids are generally in order.

9.2 In financial part of bid Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. Errors, its bid will be rejected, if there is a discrepancy between words and figures, the amount in works will prevail.

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

9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

9.6 The purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

10.0 Purchaser's Right to vary Quantities at Time of Award

10.1 The Purchaser reserves the right at the time of award of contract to increase or decrease by up to 15 (fifteen) % the quantity of goods and services specified in the schedule of Requirements without any change in price or other terms and conditions.

10.2 However during the course of installation & commissioning of equipments if certain accessories like SS or MS valves , MS or SS or GI pipe & fittings , cables main switches etc are required extra beyond the ordered quantity for better performance of the equipment ,same shall be provided by the bidder to whom work will be awarded . The payment for the supply of those additional items shall be made on the basis of approved FOR unit prices complete with taxes duties etc . But for this the bidder shall bring to The notice of Engineer In charge in black & white well in advance so the work is not delayed & hampered .Purchaser / Managing director , VPMU shall be the highest authority to approve the additional items. .

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11.0 Purchaser reserves the right to Accept Any Bid and to Reject any or all Bids.

11.1 The purchaser reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the purchaser's action.

12.0 Notification of Award

12.1 Prior to expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by registered letter or any fax or telex or email , to be confirmed in writing by registered letter, that its bid has been accepted. Letter of Acceptance to successful Bidder (LoA) shall be issued along with an intimation to submit the Performance security as per the clause 14.0 given below. .

12.2 The notification of award will constitute the formation of the contract.

12.3 Upon the successful Bidder's furnishing of performance security pursuant to paragraph 14, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.

13.0 Signing of agreement / Contract (For purchase, beyond Rs.25.00 lakhs)

13.1 At the same time as the purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract /Agreement Form provided in the Bidding Documents, incorporating all agreements between the parties.

13.2 Within 30 days of receipt of the Agreement / Contract Form, the successful Bidder shall sign with seal & and date the contract and return it to the Purchaser along with performance security. Subsequently formal purchase order in duplicate shall be issued to successful bidder

13.3 The duplicate copy of purchase order shall be signed and returned by supplier to purchaser as token of their acceptance. .

14.0 Performance Security

14.1 Within 30 days after the Supplier's receipt of notification of award of the work / Contract (LoA) , the supplier shall furnish performance security for 10% (Ten) amount of the value of PO / contract to the purchaser.

14.2 Additional Performance Security, if deemed necessary, shall be submitted as mutually agreed by the Purchaser and the successful bidder at the time of acceptance of the contract/ Purchase order

14.3 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.

14.4 The performance security shall be denominated in Indian rupees and shall be in the following form:

a) A bank guarantee or irrevocable letter of credit, issued by a Nationalized Bank in India or any bank abroad confirmed by the Reserve Bank of India and in the form provided in the Bidding Documents. The guarantees issued by other banks should be confirmed by a Nationalized Indian Bank or a Foreign Bank operating in India.

b) A Demand draft in favor of VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH Ltd. payable at Patna should be submitted . Such bank guarantee shall be valid till the expiry of the warranty period.

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

15.0 Inspection and tests:-

15.1.1 The purchaser or the representative shall have the right to inspect and/ or test the Goods to conform their conformity to the Contract specification . The Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted.

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The purchaser shall notify the supplier in writing of the identity of any representatives, if retained for these purposes.

- 15.23 *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 alterations necessary to meet specification requirements free of cost to the purchaser.*
- 15.2 *The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the Goods shipment from the country of origin.*
- 15.2.1 *Nothing in clause 15 shall in any way release the supplier from any warranty or other obligations under this contract.*

(16.0) Insurance:-

- 16.1 *The goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to transportation and delivery.*

17.0 The supplier shall:

Initiate and pursue claim till settlement, and promptly make arrangements for repair and/ or replacement of claim by the writers.

18.0 Transportation :-

- 18.1 *The supplier is required under the contract to deliver the goods FOR Destination., specified in the Schedule of requirement. Transport of the Goods to the destination shall be arranged and paid for by the supplier, and the cost thereof shall be included in the contract price.*
- 18.2 *Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the supplier shall be required to meet all transport and storage expenses until delivery.*
- 18.3 *In all the above cases, transportation of the goods after delivery shall be the responsibility of the purchaser.*

(19.0) Incidental Services (to be included in erection and commissioning charges)

- 19.1 *As specified herein, the supplier may be required to provide any or all of the following services:*
- (a) *Performance or supervision of on-site assembly and/ or start-up of the supplied goods: (part of erection)*
 - (b) *Furnishing of tools required for assembly and/or maintenance of the supplied goods: (part of erection)*
 - (c) *Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods: (part of supply)*
 - (d) *Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract: and (part of commissioning).*
 - (e) *Conduct of training of the Purchaser's personnel, at the supplier's plant and/ or site, in assembly, start-up operation, maintenance and/ or repair of the supplied Goods (part of commissioning).*
- 19.2 *Prices charged by the supplier for the proceeding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the supplier for similar services.*

20.0 Warranty/ Guarantee

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- 20.1 *The supplier warrants that the Goods supplied under the purchase order /Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except in so far as the design or materials is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The supplier also guarantees that the Goods supplied shall perform satisfactorily as per the designed/ rated/ installed capacity as provided for in the contract.*
- 20.2 *This warranty/ guarantee shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered and commissioned to the final destination indicated in the contract, or for 18 months after the date of shipment from the port of loading in the source country, whichever period concludes earlier, unless specified otherwise in the special conditions of contract.*
- 20.3 *The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.*
- 20.4 *Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.*
- 20.5 *If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.*
- 20.6 *This warranty/ guarantee shall not cover any damage/ a resulting from normal wear and tear or improper handling by the purchaser or his authorized representatives.*
- 20.7 *In case of installation and commissioning contracts, the supplier shall guarantee the complete installation for satisfactory performance for a minimum period of twelve months from the date of commissioning. Any defect arising out of faulty installation or use of substandard materials or workmanship shall be rectified by the supplier at his own cost.*
- 21.0 **Delayed in the supplier's performance**
- 21.1 *Delivery of the Goods and performance of Services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its schedule of requirements.*
- 21.2) *An unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of Liquidated damages, and/ or termination of the contract for default.*
- 21.3) *If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery for the Goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's 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.*

22.0 **Liquidated damages**

Subject to clause 21, if the supplier fails to deliver /supply any or all of the Goods or perform the Services within the time period(s) specified in the PO / contract, for supply of goods only , the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to:

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i) **0.5% (Half Percent) of the full supply value of purchase order value for each completed week of delay.**

ii) **The total amount so deducted shall not exceed 10% (Ten Percent) of the contract value. Once the maximum is reached, the purchaser may consider termination of the contract. However time extension on the sole discretion of the Managing Director , VPMU shall be granted on the genuine / just & valid reasons of delay. But for this supplier shall have to make a written request to the Managing Director , VPMU explaining the just and valid reasons of delay only after completion of installation & commissioning of the equipment / goods supplied by the supplier .**

(22.1) Any incremental taxes ad levies on account of delay in performance of the contract by the supplier shall be to the supplier's account.

(23.0) Force Majeure:-

23.1 Notwithstanding the provisions on clause 21 & 22. the supplier shall not be liable for forfeiture of its performance security and liquidated damage, if any to the extent that, Its delay in performances or other failure to perform its obligations under the contract is the result of an event of Force majeure.

23.2 for purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, guarantee restrictions and freight embargoes.

23.3 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.

(24.0) Taxes and duties:-

24.1 The supplier shall be liable to pay all corporate taxes, income tax , GST that shall be levied according to the laws and regulations, applicable from time to time in India and the price bid by the supplier shall include all such taxes. Wherever the laws and regulations require deduction of such taxes at the source of payment, the purchaser shall effect such deductions from the payment due to the supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the purchaser as per the laws and regulations in force. Nothing in the contract shall relieve the supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the supplier in respect of the contract.

24.2 For any subsequent changes in taxes and duties after the date of submission of tenders/placing of order, the tenderers will not be made liable and those will be allowed by the purchaser. However under normal circumstances, the supplier shall be entirely responsible for all taxes, duties license fee etc incurred until delivery of goods and installation & commissioning of the same.

(25.0) Terms of payment shall be as below:-

(a) 30 % (Thirty percent) of the total supply price (FOR price including of GST) only may be paid as an advance against bank guarantee of equivalent amount which must be valid till completion of supply of all materials as per WO / PO.

(b) 60 % (Sixty percent) of the total price (FOR price including of GST) complete with taxes ,freight ,insurance unloading at site in full shall be paid after receipt of ordered quantity in full & after due inspection at site by Engineer – In charge or his authorized officer by Managing Director within the delivery period and certification that supplied items are as per ordered specification and quantity.

(c) In case Advance BG is not submitted by bidder and advance is not claimed, 90 %(Ninety percent) of the total price complete with taxes ,freight ,insurance unloading at site in full shall be paid after receipt of

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ordered quantity in full & after due inspection at site by Engineer – In charge or authorized officer by Managing Director within the delivery period and certification that supplied items are as per ordered specification and quantity.

- (d) Payment of part supplies of the ordered quantity of goods will not be allowed however, it will be allowed under extra ordinary /exceptional circumstances in which there are just and valid reasons for not being able to make the full supply and will be allowed only at the sole discretion of M.D VPMU, Patna for which bidder shall make separate request stating valid & just reasons of not being able to make supply in full.
- (e) Further such provision by M.D VPMU will only be granted at his discretion when part supply is within the delivery period and there is clear evidence and commitment on the part of the supplier that the rest of the ordered quantity of material would be supplied within the delivery period itself But if the delivery period of supply expires the payment will only be released after completion of the entire supply.
- (f) 10% (Ten percent) of supply value and full value of erection & commissioning charges shall be paid after (90) ninety days of completion of the entire work. At the sole discretion of the Managing Director, VPMU, Patna & this ten percent payment can also be released if a fresh bank guarantee of equivalent amount is provided and when erection and commissioning is delayed for no fault of the supplier /bidder.

26.0 Performa for price break up for quoting the price is given below

SI	Particulars	QTY	Unit price in Rs	Total Amount in Rs
01	Ex works price of unit quantity			
02	Packing & forwarding charges @			
03	Freight charges @---			
04	Insurance charges @ --			
05	Unloading at site			
06	Sum of 01 to 05			
07	GST on 06			
08	Unit Price delivered at site complete with GST (Sum of 06 & 07)			
09	Installation & commissioning charge			
10	GST on I/C charges			
11	Sum of Total I/C charges (sum of (09 & 10)			
12	Grand total Price of Supply & I/C charges (Sum of 08 & 11)			
16	EMD submitted or not : Yes / No			

NOTES i) Give Total bid price (1) in figures (2) in words

ii) Total unit price and total FOR price should be given in the Price Bid Format.

iii) If the price in above format is not being uploaded by bidder because of number of items bidder will have to submit the detailed price break up of all items same before issuance of PO if found lowest in price bid .

27.0 Validity of Bid price :- 180 (One hundred Eighty) Days from the date of opening of price bid.

28.0 Completion Period:- It has been mentioned in the NIT.

29.0) Successful Bidders should also provide the list of spares for maintenance of their supplied equipment.

ii) Completion period for entire work of supply, Erection & commissioning of tendered items is given in Notice Inviting tender(NIT)

iii) All statutory requirements if required for the supply, Erection & commissioning of items is bidder's responsibility however statutory fees if required shall be paid by VPMU for approval but all follow up for arranging approvals as per statutory requirement shall be done & obtained by bidders.

Signature & seal of bidder

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SECTION -03

CONDITIONS (CLAUSES) OF CONTRACT

(For supply as well as Installation & Commissioning of equipment

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The employer / Purchaser named VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD (VPMU) Feeder Balancing Dairy Complex, Patna Dairy Project, PHULWARISHARIF, Patna, 801505 invites bids for supply, installation & commissioning of dairy plant & dairy service equipment as defined in the tender document and referred to as "Works"

Throughout the bidding document, the term "bid & tender" and their derivatives (Bidders / tenderers, bid / tender, bidding / tendering etc are synonymous.

The invitation of bid is open to all experienced manufacturers & suppliers of repute / contractors of repute in the respective field. Experience in the field of dairy plant with dairy services, powder plant etc shall be preferred.

Clause -1.0:- Definitions

In this Contract, the following terms shall be interpreted as indicated.

- a. **The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. **The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. **The Goods "**means all of the equipment, machinery, and/ or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- D **Services"** means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **The Purchaser"** means the Organization purchasing the Goods ie VPMU and services and would include the term "Owner";
- f. **"The Supplier"** means the individual or firms supplying the Goods and services under this Contract; and
- g. **Engineer-in-charge"** means the Engineer designated as such or other Engineer appointed from time to time by the Purchaser and notified in writing to the Supplier to act as Engineer-in-charge for the purposes of contract.
- h **Works"** means all goods to be provided/supplied and work (Services) to be done by the supplier under the contract.

Clause 2.0 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

Clause 3.0 - Country of Origin

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

Clause - 4.0 Standards

- 4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when No applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the

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concerned institution.

- 4.2 *Wherever reference is made in the contract to the respective standards and code in accordance with which goods and materials are to be furnished, and work is to be performed or tested. The provision of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the purchasers prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the suppliers and submitted to the purchaser at least 30 days prior to the date when the supplier desires the purchasers approval. In the event the purchaser determines that such proposed deviations do not ensure equal or higher quality, the supplier shall comply with the standards set forth in the documents.*

Clause –5.0 Use of Contract Documents and Information

- 5.1 *The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.*
- 5.2 *The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Para 5.1 except for purposes of performing the Contract.*
- 5.3 *Any document, other than the Contract itself, enumerated in Para 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.*

Clause 6.0 Patent Rights

The Supplier shall indemnify the Purchaser can install third-party claims of infringement of patent India., trade mark or industrial design rights arising from use of the Goods or any part thereof in

Clause -7.0- Packing and Marking

- 7.1 *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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the muteness of the Goods' initial destination and the absence of heavy handling facilities at all points in transit.*
- 7.2 *The packing, marking and documents within and out side the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 17 and any subsequent instructions given by the Purchaser.*
- 7.3 *Each package shall be marked to indicate:*

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- a) **Name of the Supplier**
- b) **Details of items in the package**
- c) **Name of the Consignee**
- d) **Purchase Order number**
- e) **Gross, net and tare weights of the item**
- f) **Destination**

Clause 8.0 :- Delivery and Documents

- 8.1 **Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of requirements.**
- 8.2 **Upon shipment /dispatch, the supplier shall notify to the Purchaser by cable or email or fax the full details of dispatch including Purchaser order no., description of the goods, quantity, mode of transport, place of loading, date of dispatch etc. The supplier will mail the following documents to the Purchaser with a copy to the Insurance Company:
The Supplier's invoice showing purchase order no. Goods description, quantity, unit price, total amount;
Delivery note/case-wise detailed packing list identifying contents of each package/ lorry receipt;**
- 8.3 **Manufacturer's/Supplier's guarantee certificate;**
- 8.4 **Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;**
- 8.5 **Certificate of origin;**

Insurance policy, wherever applicable, duly sealed indicating payments made; and Any other document evidencing payment of statutory levies.

The supplier's certificate certifying that the defects pointed out during inspection have been rectified.

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

Clause –9.0 Protection of plant /equipment

- 9.1 **The supplier shall effectively protect from the effects of weather and from damages or defacement and shall cover approximately ,wherever required ,all the supplied equipments and their accessories for their complete protection.**
- 9.2 **Supplier shall carryout the work without damage to any work / equipment and property adjacent to the area of supplier's site to whomever it may belong and without interference with the operation of existing machine or equipment .**
- 9.3 **The supplier and supplier's sub contractor shall be held responsible ,during the works for protection of work , which has been completed by other supplier /s .Necessary care must be taken to see that the supplier's men cause no damage to the same during course of execution of the work..**
- 9.4 **The purchaser shall not be responsible or held liable for any damage to person or property consequent upon the use , misuse or failure of any erection tools & equipment used by the supplier or any of the supplier's sub contractor. even though such tools / equipment may be furnished ,rented or loaned to supplier or sub contractor of the supplier. .**

Clause – 10 unloading at site

- 10.1 **The supplier shall be required to unload all the materials / equipments from the carrier's , those received at site after supplier's team arrives at site .The supplier shall include the cost of unloading at site as given in Price format.. The supplier shall plan in advance ,based on the information from the purchaser . It will be sole responsibility of the supplier to arrange various tools & tackles ,jacks, cranes etc to unload the materials properly safely and efficiently from lorry so that no damage takes place.**

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- 10.2 Any demurrage / detention charges due to delay in unloading .the material / equipment and releasing the lorry / carrier shall be on the part of supplier. Purchaser shall not responsible for this.
- 10.3 The supplier shall safely transport / shift the unloaded materials / equipment to storage area or work site.
- 10.4 The supplier shall be responsible for the reception on site of all equipment and supplier's equipment required for installation & commissioning purposes.
- 10.5 After unloading of all the materials at site INSPECTION of those equipments shall be done by purchaser / authorized representative in presence of any authorized representative of the supplier after carefully un packing of those materials in the light of Purchase order & packing list of supplier .. This inspection will be done in presence of authorized representative of supplier. Subsequently Goods Receipt Note (GRN) shall be prepared and certified for payment.

Clause -11 APPROVALS

- 11.1 The contractor / supplier shall arrange to obtain approvals from Factory , Inspector ,boiler inspector ,electrical inspector ,weights & measure inspector , Explosive department and any other state & local authorities as may be required and cost of obtaining such approvals shall be considered / included in the price offered. .
- 11.2 The contractor shall furnish all the necessary details, drawings, and submission of application and proof reads to the purchaser for verification & signature . The contractor on behalf the purchaser shall submit necessary application duly filled - in together with prescribed fees to appropriate authority. However all the actual statutory prescribed fees paid by the contractor shall be reimbursed by the purchaser upon production of receipts / voucher.
- 11.3 Wherever necessary or required the contractor shall furnish the necessary tests and / or inspection certificates etc from the appropriate authority as per IBR, IER, and other statutory regulations and the cost for obtaining these certificates including coordination with local bodies / authorities shall be considered in the quoted price.

Clause-12 – Resolution of Disputes :-

- 12.1 All the disputes or differences arising out of the contract with supplier & purchaser in respect of which decision is not final and conclusive shall, on initiative of the either party shall be referred to the adjudication of the sole arbitrator.
Within 30 (Thirty) days of receipts of notice from the supplier of his intension to refer the dispute to arbitration, the purchaser finalize the name of arbitrator and intimate to supplier.
- 12.2 Managing Director, VPMU (Patna Dairy Project) or an officer authorized by him shall be the sole arbitrator .This shall be final & conclusive.
- 12.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996 and rules there under or any statutory modifications thereof for the being in force.
- 12.4 The Arbitration proceedings shall be held at Patna only at the time as sole arbitrator shall decide.
- 12.5 The decision of the sole arbitrator shall be final & binding upon the parties and the expenses of the arbitrator shall be paid as may determine by the Arbitrator.
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SECTION -04

TECHNICAL SPECIFICATION

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TECHNICAL SPECIFICATION OF

Work Group- - 01 - Mechanical type, double head milk packing machine complete with all standard accessories

Capacity : 5000 PPH

Quantity required : 1 set

Note: This Packing machine shall be incorporated with Automation System of 4.0 LLPD automatic Dairy plant at Hajipur so the milk packing machine should have provision of suitable system so that it may be easily linked with centralized automation system of dairy

(1.0) Functional requirement:-

Packing machine shall be used to pack milk in 1000 ml /500 ml and 200 ml packs of virgin film like Co-ex LDPE.

(2.0) Design Requirement:-

The technical details of the machines shall be as follows:-

Sl no	Description	Technical details
1	Type of machine	Pouch filling machine double head mechanical type- (Mechanical Cam operated)
2	Product	Milk or any other free flowing liquid
3	Dosing level	Up to 1000 ml
4	Speed of machine / Capacity machine and average guarantee output	Minimum 5,000 Pouches per Hour with 500 ml pouches.
5	Feeding system	Gravity feeding
6	Packing materials details	Virgin film / any Co-ex LDPE Film width - 324 mm +/- 2 mm Film Thickness - 55-75 micron Film roll diameter - 300 mm & core dia - 76 mm Maximum weight of roll – 20 / 25 Kgs
7	Type of vertical sealing	Overlap type
8	Type of Horizontal sealing and cut	Impulse type seal & cut
9	Expected Accuracy of filling	+/- 0.5 % or less ie +/- 5 ml per 1000 ml pouch or less
10	Expected bag length	235 mm, +/- 2 mm for 1000 ml pouch and 150 mm, +/- mm for 500 ml pouch

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Technical specification & scope of supply:-

(1.0) Specification /Description of Machine body and various Machine parts :-

The MOC of all major items of the machine should be of SS and others are to be treated with Aluminium protected with weather proof paints.

The components which form fill & seal the pouches / sachets should be enclosed in a SS cabinet. All parts in contact with product and packaging materials should be of AISI 304 with fine finish. The machine cabinet should have Matt Finish / or circle polished.

(1.1) Float Balance tank:

An insulated and SS claded Stainless Steel 304 float balance tank of capacity 60-65 Liters should be provided at the top of the each of the heads of the machine . It should be provided with mechanical type float valve and an over flow connection with SMS union & Nut should be provided for all nozzles of the float balance tank.

(1.2) Vertical Sealing Arrangement:-

The film shall be overlapped and sealed into a tube on each head by impulse heated element known as vertical electrodes. The sealing jaws should be water cooled and mechanically operated by cam on the drive shaft or link mechanism through drive shaft. The formed film tube should surround the injection or filling tube through which the products to be filled should flow in the film tube.

(1.3) Film Feed System:-

Rubber nip rollers below each vertical sealer should control downward movement of the film tube and the vertical overlapped sealed film tube should be pulled down by nip rollers directly coupled with drive shaft. The length of fill tube pull down should be controlled by photocell unit in place of unidirectional bearing, or by PLC unit whichever is efficient.

(1.4) Spool Bearer Assembly and film guide :

The heat sealable film roll up to 20 / 25 Kgs shall be mounted on spool bearer at the rear bottom of the machine. They should be supported on idler rollers in sliding drawers with bottom opening machine cabinet doors enabling to charge the rolls quickly. It should be sliding type to facilitate easy changeover of film roll. The film layers should pass in each head via different idler rollers, so that film loosening should take place through positive film unwinding AC drive mechanism and should move in front of ultra violet sterilization tube before it is engaged in forming device. The spool roller bracket assembly should be made of AISI 304.

(1.5) Injection system:- The filling system shall be as follows:-

A constant level tank mounted on top of the Machine.

A SS filling tube leading down from the float balance tank mounted on top and inside the tube of film and a liquid injection electromagnetic coil mounted on the top of injection tube.

A gate at the lower end of the injection tube should open when injection is turned ON. This allows the liquid to be packed in the surrounding formed a film tube.

Two sets of spreader arms position the film tube at the point of entry to horizontal sealers.

(1.6) Horizontal Sealing & Cutting arrangement:-

The sealed tube should then arrive at the bag making point. Here when the horizontal will press close on the film tube, the horizontal assembly mounted on one of the presses seals and cuts the horizontal portion of the film tube. The flow of the liquid in the film tube should be

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continuous and adjustable. The horizontal seals should simultaneously seal the upper horizontal sealed band of the lower filled pouch and the lower horizontal sealed band of the upper film tube. (i.e tube above the horizontal jaw in which the liquid is being filled). The other horizontal press on which there is only silicon back up rubber and a Teflon magazine is called a counter electrode. Cooling water flows through the holes in the horizontal jaw/press which holds the electrodes.

(1.7) Cooling Arrangement:

Both horizontal and vertical electrodes holders should be water cooling network.

(1.8) Electrical Control Panel:

The electrical switches, control relays, solid state variace, pouch counters should be mounted on this panel. The panel shall be located at the centre of the two heads.

(1.9) Drive System:-

The drive system of each head should be through an individual motors and reduction gear box, chain sprocket which will drive the main CAM shaft of each head. The mechanical CAMS fitted on each shaft should control the JAWs movement & film feed. The proximity switches driven by this shaft in each head control he sealing & cooling& film feed duration

OR

The drive system of each head should be SERVO MOTOR coupled with horizontal seal assembly, vertical seal assembly and film pulling assembly. The home position of the cycle of operation should be communicated to PLC through proximity switches aligned with drive mechanism.

(1.10) Thermal Transfer Over (TTO) printer:

TOT printer of M/s CONTROL PRINT Ltd make for both heads are required to be provided

(1.11) Tools:

Essential special tools should be supplied along with the machine without any extra charges.

(2.0) Machine shall have the following features:

- Individual head operation shall be possible. Option of packing ½ liter on one head and 200 ml on another head should be possible at the same time.
- The machine should stop automatically if any obstacle comes in between the horizontal jaws.
- Emergency switch to stop the machine in case of any emergency shall be provided in the front of the machine.
- The machine should stop if any of the front or back doors are open
- The machine should stop automatically for milk ending.
- The rear door(s) of machine should have see through glass to see the coding /printing of the film.
- Facility to insert a closed circuit CIP system for the machine shall be provided. The CIP adaptors and hoses are in the scope of supply.
- First seal facility so as to avoid initial wastage of the pouches to get perfect seal.
- Facility of quantity adjustment
- Facilities of NO FILM & NO MILK Sensors.
- Facility to avoid condensation inside the machine

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- Variable frequency drive – 01 set
 - Temperature controller -2 nos
 - Unwinding motor 01 no
- (3.0) **Technical details to be furnished by bidders separately on their letter head scanned copy of which should be uploaded.**

Sl no	Descriptions	To be furnished by bidders
1	Total weight of machine	
2	Overall dimension of machine (LXWXH) in mm	
3	Cooling water pressure , flow rate & temperature	
4	Connected electrical load in KVA	
5	Total power consumption in KW	
6	Electrical control circuit system voltage	
7	Speed for of machine for 100 ml, 500 ml & 1000 ml packing.	
8	Leakage percentage of the machine	
9	Thickness of outer body SS materials	
10	Makes of Servo motor	
11	Make of PLC & Motor drive (Optional)	
12	Electrical power supply voltage	
13	Make of limit switches, UV lamps, Injection counter, control relays, 3 way switch	
14	Two switches , control relay and selector switches	
15	Make of machine	
16	Make of gear box	

(4.0) Approved makes of Machine

SAMARPAN / NICHROME / FILLPACK TECNOLOGY

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TECHNICAL SPECIFICATIONS OF

Work Group - 02 :- Supply, Installation & Commissioning of goods cum Passenger lift in Process Block of 4.0 LLPD automatic dairy plant at HAJIPUR, under VPMU, Patna

Sl no	Description	Requirement
1	Capacity	The lifting capacity of lift shall be of 1000 kg (1 MT)
2	Quantity required	01 set
3	Constructed Lift Room size	
	Length of lift room	2.20 Meters
	Width of lift room	2.30 Meters
	Height of Lift room up to top roof of ghee section building.	18 Meters

- Notes :-**
- (i) Plinth height = 1.1 M.
 - (ii) Lift will first move to roof of 1st floor of processing section at a height of 7.5 M and
 - (iii) Then it will move to roof of Ghee section at height of 6.0 M

(1.0) Functional Requirement:-

The required goods lift shall be used to lift cream /butter /ghee / manpower from ground floor to first floor and also it will move to roof of ghee section (2nd floor)

(2.0) Design Requirements:-

Capacity: The lifting capacity of lift shall be of 1000 kg.

Electrical supply system :

System voltage: 3 phase, 415 volt (+/- 10 %) AC, 50 Hz with solidly earthed. Neutral on LV side with Double eathing .

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(3.0) Technical details of required elevator-

SL	Description	Requirement	Remarks
1	Type	Goods cum Passenger elevator	Goods
2	Available well room size for required elevator	Already given above	Civil work is completed.
3	Required Capacity	1000 Kgs	-----
4	No of stops & opening	2 stops with 3 openings on same side	-----
5	Elevator car travel	From ground floor to 2nd floor	Movement from ground floor to 2nd floor
6	Expected Speed of elevator	0.5 (Half meter per sec) meter per second or more if possible.	-----
7	Required car size	Approximate 1400 mm wide 1800 mm deep & 2300 mm height	Bidders may design if any change is required
8	Door opening size	1200 Mm approx	-----
9	Elevator pit required	1800 mm deep	-----
10	Available machine room	Given above	-----
11	Main supply voltage available	415 volts, 3 Phase, 50 Hz AC	-----
12	Signal	Alarm bell, Up & Down (GIEN)	-----
13	Control	A.C. Variable Voltage Variable Frequency (with close loop)	-----
14	Operation	Simplex Full Collective (with/without Attendant)	-----
15	Machine	Geared placed directly above the hoist way	-----
16	Door Operation	Automatic & Multi-Ray Electronic Door Detector System	-----
17	False Ceiling	CD-35S (stainless steel hairline finish)	-----
18	Flooring	Tile	-----
19	Car Entrance	Stainless steel hairline finish	-----

(4.0) STD practices to be followed:

- **The equipment and its installation covered by this specification should confirm to codes of practice in force and highest standards of workmanship & materials.**

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It should be also be in accordance with Indian Standard 14665 and latest applicable BIS, NBC codes.

- *Entire Electrical installation should be done in accordance with Indian Electricity Act 2003, Indiana Electricity rules 1956 as amended to -date. The electrical wiring should strictly comply with IS: 732 and latest BIS & NBC code.*
- *The bidders shall follow all the statutory Requirements as well as the best trade practices in manufacture I installation of the lift.*
- *Before commencing the work bidder shall prepare and submit the all the drawings showing General Arrangement (GA), details of lift installation and electrical for Approval.*
- *Necessary sound reduction materials such as rubber pads / anti vibration pads of proper density should be used to effectively isolate the machine from the machine beams and / or floorings.*
- *For installation of lift IS: 1860 to be followed.*

(4.1) Tests to be carried out :

- *Lift shall be tested as per IS 4666 & EN 115. Among other tests following should also be carried out:*
- *Operational test with functional check on safety devices.*
- *Speed of operational at rated load.*
- *Over speed test.*
- *Leveling accuracy.*
- *HV test*
- *Earth resistance test.*
- *Overall performance test*
- *Also all equipments of supply shall be tested at manufacturer end before delivery.*

(5.0) Specification details:

Sl	Description / Specification	Qty
1	<i>The Traction machine shall be worm geared traction type with 7.5 Hp / 5 KW ,1440 RPM motor, Steel Worm ,bronze gear, steel sleeve shaft and FERRMO-O –Y BEDENAM sheave of standard Company make ,Gear ratio = 1:37 , MS bed plate and MS channel with sound /vibration reduction rubber pads</i>	01 set
2	<i>MS Guide car rails of MS Tee section ,pre machined Male –female 89mm X 62 mm X 16 mm or size as per standard requirement for 1000 Kgs lift. Standard Co. Make</i>	01 set
3	<i>Guide shoes of Suitable size as per standard requirement for 1000 Kgs lift. Standard Co. Make</i>	01 set
4	<i>CI Counter weights suitable for 1000 Kg capacity lift of Standard company make and duly black painted Complete with MS counter weight frame with locking angle -3000 mm Height and counter weight MS screen etc – 20 Nos for 1 set</i>	01 lot

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Sl	Description / Specification	Qty
5	Counter weight Guide (CWT Guide) It shall be of MS Tee section pre machine Male –female of size 45 mm X 45 mm X6 mm guide rail with fish plate ,nut bolts, combination bracket –top ,combination bracket ,Base (L+R) chain bracket ,chair bracket base, guide clips- E- packing & C packing complete with all fixing hardwires / materials .	1 set
6	Suspension / Hoist ropes and 02 sets of Standard Co. Make. Main rope should be of 13. Dia ,8 /19 core – approximate 157 X2 M while speed governor rope should be of 8 mm dia -8 /19 core, about 31 X2 M	01 set
7	<u>Lift car –</u> The size- About 1400 mm wide 1800 mm deep & 2300 mm height) shall be fabricated from MS channels & angle frame structure. The MS channels & angles of frame should of proper thickness. It should be with Channel with cutting Cam oil can& brace bar ,bottom frame, up right frame, safety rod counter weight frame, Car guide shoe, Counter weight guide shoe, buffer springs, Thimble rod set ,cutting cam fixing bracket ,thimble rod set ,cutting cam bracket & hardware bracket with safety roller , CWT pulley ,nut bolts ,fasteners Complete with all fixing hardware's Bottom car frame shall be having MS car platform fixed on MS bottom frame of MS with safety block ,safety rod with safety block ,safety rod, upright both side 3250 mm ,Ms safety frame all with all fixing hardware's.	01 set
8	<u>Car door In side cabin M.S Collapsible door-</u> 1200x2100 clear opening 250 mm bunching with Top track, Bearing, Handle along with Door fixing accessories.	01 set
9	<u>Car cabin –</u> The car cabin shall be made up of Stainless Steel 304 Grade (SS304) with hairline finish. The cabin shall have SS304 False ceiling with hair finish and 3 mm Thick Aluminium chequered plate flooring. The cabin shall have standard make ceiling fan, LED light. It shall have SS 304 mirror finish, Good quality false ceiling, Car operating panel of SS 304 box of proper size and luminous floor buttons ,battery operated emergency light and alarm bell , voice annunciater with barricade fixed on MS Top frame. It should have SS 304 hand rails of standard size (51 mm diameter SS pipe) at proper height. All complete in every respects.	02 set
10	<u>Landing doors</u> It shall be M.S Collapsible door- of 1200 mm x 2100 mm clear opening 250 mm bunching with Top track, Bearing, Handle, Lock Lever along with Door fixing accessories. It shall have M.S Door Frame with Door Lock, Hardware Lock Fixing, D-Locking Key, and Fixing Angle all complete with fixing hardware's	01 set
11	<u>Drive:-</u> The drive shall be of A.C VVV Frequency Fuji Drive-FRN50022E2S-4GBLM3 (13 AMP) 7.5 HP	01 set
12	<u>Control panel:</u> The control panel shall be suitable for Manual Lift- with 2 Volt Dn. Collective control with or without attendant with 7.5 HP DBR With fixing slots. It should have all switch gears & control equipments complete with in every respect.	01 Set

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Sl	Description / Specification	Qty
13	<u>Over speeds Governor (OSG)</u> 0.63 meters per second with Top and Bottom Pulley along with fixing brackets. All complete in every respects	01 Set
14	<u>Auto Rescue Device (ARD)</u> It shall be of 7.5 H.P Battery backed up auto rechargeable ARD system in case of power failure. All complete in every respect	01 set
15	<u>Landing Operating Panel (LOP)</u> Wall Mounting stainless steel face plate Landing Operating Panel with direction and floor position Indicator.	3 nos
16	<u>Wiring Materials:-</u> All required wiring materials required for installation & commissioning of two lifts are under this scope however some of the materials are given below for consideration of bidders Travelling cable 12 core 0.50mm, Travelling cable 4 core 0.75mm, Wire bundle 0.6 sq mm PVC coated, LPI Display cable 12 core Wire bundle 0.5 sq mm PVC coated, Limit switch, Reed switch, Earthing wire 14 & 8 SWG for M/c room power board to lift control panel and main motor. Flexible pipe, saddle, Junction Box, Maintenance Box, PVC Coupling, cable hanger, Fixing Screw, Insulating PVC tape with other	
17	<u>Landing Operating Panel (LOP)</u> Wall Mounting stainless steel face plate Landing Operating Panel with direction and floor position Indicator.	3 nos
18	<u>Car operating Panel</u> illuminated buttons with 7 segment stainless steel face plate car operating Panel with direction and floor position Indicator with fan, light, alarm bell, auto/attendant push switches and emergency light.	1 set
19	Elevators Should have following special features Combined luminous hall button with sixteen segment digital hall position indicator at all floors. Car operating panel with luminous floor buttons in car. Battery Operated Alarm Bell & Emergency Light. Supply of battery is in the scope of bidders. Fireman's switch at main lobby. Sixteen segment digital car position indicator in car Overload Warning Device Automatic Rescue Device	1 set
20	Any other items which have not been covered in the scope as above but required for smooth functioning of the lifts ,they should be supplied by bidders	01 lot
21	Lift well Lift room is already constructed however any civil work if required in lift well shall be in the part of Patna dairy project. But any mechanical / electromechanical part will be the part of successful bidder	01 set
22	Lift Pit and Machine room	01 set each
23	Two coats Painting of all MS materials with approved make paint over a coat of red oxide primer	01 job
24	Installation & commissioning & testing of (One) elevator	1 job

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(6.0) Bill of quantity (Scope of supply of materials)

Sl	Description of items required	Quantity
01	Traction machine of Elevator consisting of 7.5 Hp,1440 RPM3,phase 415 volt motor with Worm geared traction having Steel worm, bronze gear ,steel sleeve shaft & FERRM-O- Ybedeban of a standard Company make. GEARRATIO - 1:37 Along with MS Bed plate and MS channel with vibration reduction rubber pad , all complete in every respect including painting .	01 set
02	Guide Car Rails of MS Tee section fully pre machined of size 89 mm x62 mm x16 mm. Size must be suitable for 1000 KGs capacity lift and STD co, Make	Qty as required
03	CI counter weights suitable for 1000 KGs capacity lift and STD co, Make and duly black painted. All complete with MS counter weight frame with locking angle and counter wight MS screen -all complete in every respect including painting .	20 nos or as per requirement
04	CI counter weights guide(CWT Guide) of MS Tee section pre machined, male -female of size45 mm X45 mm X6 mm guide rail with Fish plate, nut bolts, combination bracket - top, combination bracket ,chair bracket base, guide clips, base (L+R)chain bracket,, chair bracket base ,guide clips E- packing& C- packing complete with all hardware materials.	06 nos
05	Suspension/Hoist way ropes STD Co, Make Main Rope shall be of 13 mm diameter - 8/19 core	
06	Over speed governor rope of 8 mm diameter,8/19 core/ STD co, Make	50 M
07	Guide Shoes of suitable size as per standard requirement for 1000 KGs Lift STD co, Make	08 nos
08	Lift CAR cabin made up of Stainless Steel of Grade 304 with HAIRLINE Finish having SS 304 False ceiling of hair finish and 3 mm thick Aluminum Chequered plate door in side cabin, MS flooring. All complete in every respect.	01 set
09	Lift car of minimum size 1400 mm wide, 1800 mm deep & 2300 mm Height .Size must be redesigned as per well size . It shall be fabricated from MS channels,& angle frame structure of proper & suitable thickness. It shall be with channel with cutting CAM oil Can, & brace bar ,bottom frame, Car guide shoe, counter weight guide shoe, buffer springs, Thimbles rod set ,cutting cam fixing bracket thimble rod set, cutting cam bracket& hardware bracket with safe type rollers, CWT pulley, nut bolts, fasteners all complete with all fixing hardwires,. Bottom car Frame shall have MS car platform fixed on MS bottom frame with MS safety block, rod, safety rod up right both sides3250 mm MS safety frame with fixing hard wares .	01 set
10	Lift c CAR door in side cabin, MS collapsible door of MINIMUM 1200 mm X 2100 mm with clear opening of 250 mm bunching with top track all complete with bearing, Handle with door fixing accessories	01 set

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Sl	Description of items required	Quantity
11	Landing doors made of MS collapsible door of minimum 1200 X 2100 mm size & of clear opening 2500 mm bunching with top track, complete with bearing, handle lock lever aligned with Dorr fixing accessories. It shall have MS door frame, with door lock, hardware lock fixing D-locking key and fixing angles - All complete with fixing hardware's in all respect	3 sets or as per requirement
12	Control panel having suitable manual Lift with 12 Volt DC, Collective control with OR without attendant with 7.5 HP (BDR)with fixing slots It shall be all with Gears, & control equipments - complete in all respect	01 set
13	Drive system having Alternating Current VVVV Frequency FUJI Drive-FRN50022E25 - 4 GBLM3 (12 Amps) 7.5 HP . All complete.	01 set
14	OVER Speed Governor (OSG) 0.63 Meters per second speed with TOP & Bottom Pulley along with Fixing Bracket . All complete in every respect	01 set
15	<u>AUTO Rescue Device (ARP)</u> It shall be comprised of 7.5 HP Battery backed up auto re chargeable ARD system in case of power failure	01 set
16	<u>Landing Operating panel (LOP)</u> - It shall be wall mounting Type Stainless Steel Face plate landing operating panel with direction & Floor position Indicator	03 sets
17	All wiring materials required for installation & commissioning of one lift such as Travelling cable of 12 core, 0.50 mm , travelling cable of 4 cores, 0.75 mm , wire bundle of 0.6 Sq mm PVC coated, LIP Display, cable of 12 core wire bundle of 0.5 Sq mm PVC coated, Limit switches Reed switch, Earthling wires 14 * SWG for Machine room power board to LIFT control panel & main drive motor, Flexible PVC pipes Saddles, Junction Boxes, Maintenance Boxes, PVC coupling , Cable hangers, fixing Screws, PVC tapes and all other required materials etc	01 lot
18	<u>Car Operating panel (COP)</u> having illuminated buttons with 7 segments Steel face plate for direction (UP or Down) and floor position indications with fan, light, Alarm ,,bell, Auto /attendant push buttons & emergency light etc . All complete in every respect	01 set
19	Painting works for all MS materials with approved color of paints , Two coats over a coat of red oxide primer Complete with all materials	01 job
20	Incorporation of following special features a) Combined luminous Hall button with 16 segment digital hall position indicator sat all floors b) Battery operated Alarm bell & emergency light with supply of suitable battery c) Car operating panel with luminous floor button in car d) 16 segment digital Car position indicator in car e) Overload warning device f) automatic Rescue Device g) Any other device if found necessary	Incorporated in above items of control However some other controls has been taken

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(7.0) Exclusions:-

Following works are excluded from the scope of bidders.

These works will be carried out by VPMU, Patna Dairy Project or In charge Hajipur dairy for which the successful bidder will intimate In charge Hajipur dairy or In charge (Engg) ,Patna dairy Project in black & white and well in advance.

S.No	Description of Exclusion of WORK
1	<i>Providing Independent 3 phase /single phase AC power supply at any central location on the ground floor of the processing plant of new dairy in which lift is to be installed. From that location bidder will draw power to machine rooms through suitable armored 4 cores or 3 cores PVC Insulated cable up to the machine rooms. However successful bidder will provide us the details of power control panel having ACBs or MCCB of suitable capacity. They will also tell us the size of main power cable from main electrical panel to elevator main panel in process plant. Amperage capacity of Main switches or MCCBs</i>
2	<i>Making holes and slots in machine room floor slab</i>
3	<i>Providing Scaffolding in the shaft at the time of erection as per direction of successful bidder.</i>
4	<i>Providing proper entrance for lift shaft flush and in pump throughout the height.</i>
5	<i>Providing Lift Well with sockless R.C.C. waterproof lift pit as per design & drawing provided by successful bidder and providing water proof lift pit m/c room with door for staircase.</i>
6	<i>Cutting and making of holes for fixing control board, speed governor, landing push button boards, floor position indicator boards, etc as per direction of successful bidders</i>
7	<i>Providing separate entrance as per direction of successful bidders in the m/c room at the top floor landing. Also providing one no suitable exhaust fan in the machine room.</i>
8	<i>Providing Double Earthing up to the Machine Room with RCCB as per direction of successful bidder</i>
9	<i>Providing 3nos. ISMB 250x2400 in the machine room to install motor-gear unit.</i>

(8.0) Approved make of complete lift:-

Followings are our approved makes

M/s KONE / M/S OITs / M/s Elite / M/s ATZ / Equivalent

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SECTION - 05

STANDARD FORMATS FOR BANK GURANTEES

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STANDARD FORMATS FOR BANK GURANTEES

ANNEXURE-1

(Form of Bank Guarantee against Advance Payment)

(On the non judicial stamp paper of Rs 100 /- minimum or as per the Stamp act of Govt of Bihar)

Bank Guarantee No :-

Date :

*In consideration of the Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Limited there -in called VPMU (Vaishal Patliputra Milk Union) having agreed to grant an advance of Rs -----
---- (Rupees -----
only) dated -----made between the VPMU and M/s -----
----- for the supply / supply ,erection and commissioning (hereinafter called the said contract / purchase order) on production of a Bank Guarantee for Rs -----
----- (see note -02 below) Rupees -----
----- only.)*

(1) We ----- (herein called the bank) do hereby undertake to pay the VPMU an amount not exceeding Rs ----- (Rupees ----- only) against any loss / damage caused to or suffer would be caused or suffered by the VPMU by reason of any breach by the said supplier (s) of any of the terms and conditions contained in the said contract / purchase order.

(2) We ----- do hereby undertake to pay the amounts due & payable under this guarantee without any demurrage merely on a demand from the VPMU's stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the VPMU by reasons of any breach by the said supplier (s) of any of the terms 7 conditions contained in the contract / purchase order or by reasons of the supplier's failure to perform the said contract / purchase order ,any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to amount not exceeding Rs ----- only) .

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

(4) We ----- further agree with the VPMU that the VPMU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said contract / purchase order to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the VPMU against the said supplier and to forbear or enforce any of the terms & conditions relating to the said contract / purchase order and we shall not be relived from our liability by reasons of such variation, or extension or for any forbearance act of omission on the part of VPMU or any indulgence by the VPMU to said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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(5) We -----lastly undertake not to revoke this guarantee during its currency except with the previous consent of the VPMU in writing .

(6) Notwithstanding anything stated herein above the liability of the bank guarantee is restricted to Rs ----- (Rs -----only) . The guarantee shall remain enforce till the -----20--- and unless the guarantee is renewed or claim is preferred against the bank within (3) Three months from the said date all rights of the power under this guarantee shall cease and the Bank shall be released & discharged from all liabilities hereunder .

Place -----

Date -----

(Signature with seal)

Notes :- (1) Supplier should ensure that seal & number of the signatory is put by the bankers before submission of the bank guarantee.

(2) the value of the bank guarantee shall be 12 % (10 % of the advance + 2 % of the advance amount) of the purchase order value .

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ANNEXURE-2

(Form of Bank Guarantee for Bid security / Earnest Money Deposit)

(On the non judicial stamp paper of Rs 100/- minimum or as per the Stamp act of Govt of Bihar)

Bank Guarantee No :-

Date :

This Deed of Guarantee made this -----
-----Day of -----20----(TWO Thousand ----- be (Name and
address of the bank) (herein referred to as "The Bank ") which expression shall unless the counterpart otherwise
admit include its legal representatives, successors and assignees and the Vaishal Patliputra Dugdh Utpadak Sahkari
Sangh Limited , Patna , India (here-in after referred to as VPMU (Vaishal Patliputra Milk Union) which expression
shall unless repugnant to the context or meaning thereof include its legal representative , successors and
assignees .

Whereas VPMU has invited Bids for the supply / supply, erection & commissioning of -----
-----by the Tender Notice no -----
and date -----, Whereas M/s ----- (Name & address
of the bidder who having submitted their tender(Here-in referred to as the " Tender") and have agreed to deposit to
the VPMU an amount indicated in the schedule of requirement as per the terms & conditions of the bidding
document AND WHEREAS the VPMU is also willing to accept a Bank Guarantee in lieu of payment by demand draft of
any amount equivalent to amount of bid security / earnest money required to be deposited by the bidder to the VPMU
which guarantee will be kept valid for 150 (One Hundred Fifty) days from the date of opening of the bids.

In consideration of the VPMU having agreed to consider the Bid proposals submitted by by the bidder
without depositing the amount of Bid Security / Earnest Money and against the Bank Guarantee , we (-----
----- Name & Address of the Bank) hereby undertake and guarantee to make payment to
VPMU the amount of Bid Security / Earnest Money Deposit or any part thereof not deposited by the Bidder ,to the
VPMU at any time (Time being the essence of the contract) when the VPMU asks for the same as per the terms &
conditions of the Bidding document within 150 (One Hundred Fifty) days from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous
consent of the VPMU in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs -
----- (Rs----- only)
provided always that any indulgence or relation on the part of the VPMU to the said bidder with or without the
consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same in any event be
ground of de-fence by the Bank against the VPMU .

In case the VPMU puts forth a demand in writing on the bank for the payment of amount full or in part against
this Bank guarantee , the bank will consider that such demand by itself is a conclusive evidence and proof that the
bidder has failed in complying with the terms & conditions stipulated by the bidder in its bidding Document and
payment will be made to the bidder without raising any disputes regarding to reasons for such failure on the part of
the bidder .

The bank shall not be discharged or released from this guarantee by any arrangement between the Bidder
and the VPMU with or without the consent of the of the bank or any alterations in the obligations of the parties or by
an indulgence forbearance shown by the VPMU.

This bank guarantee shall be in addition to and without prejudice to any other securities or remedies which
the VPMU may have or hereafter possess against the Bidder and the VPMU shall be under no obligations to marshal

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in favour of the Bank any such securities or fund or asset that the VPMU at its absolute discretion may vary ,exchange ,renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to VPMU on VPMU's serving a notice requiring the payment of the amount and such notice shall be served on the bank either by actual delivery thereof to the Bank or by dispatching thereof to Bank by Registered post at the address of the said bank . Any notice to bank at its address by Registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact have been delivered to the bank . In order to give full effect to provisions of this guarantee the Bank thereby waives all rights inconsistent with above provisions and which the bank might otherwise as a guarantor be entitled to claim ad enforce Notwithstanding anything contained here before, our liability under this guarantee is restricted to Rs ----- (Rupees ----- only.) being the amount of the Bid Security / Earnest Money Deposit and it shall in -force until -----

Place:-

Seal

Code

(signature)

NOTE: - Bidder should ensure that the seal and code number of the signatory is put by the banker before submission of the bank guarantee.

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ANNEXURE-3

(Form of Performance Bank Guarantee)

(On the non judicial stamp paper of Rs 100 /- minimum or as per the Stamp act of Govt of Bihar)

Bank Guarantee No :-

Date :

This Deed of Performance Guarantee made this -----
-----Day of -----20----(TWO Thousand ----- be (Name and address of the bank) (herein referred to as "The Bank " which expression shall unless the repugnant to the context or meaning thereof includes its legal representatives, successors and assigners and the Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Limited , Patna , India (there-in after referred to as the VPMU (Vaishal Patliputra Milk Union) which expression shall unless repugnant to the context or meaning thereof include its legal representative , successors and assigners .

Whereas VPMU has awarded a contract and purchase order bearing no -----
----- dated -----on M/s -----
--- (Name & Address of the party) herein after referred to as the "Supplier") for the supply / supply, erection & commissioning of -----, And Whereas, the supplier has agreed to submit a Performance Guarantee in the form of Bank Guarantee to VPMU in terms and conditions of the Bidding Document and the contract which will be kept valid up to -----
---- calendar months from the date of the Bank Guarantee (The period will be till the end of warranty period) . And whereas the Bank and its duly constituted agent and officer has already read and understood the contract made between VPMU and the supplier .

In consideration of the Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Limited there -in called VPMU (Vaishal Patliputra Milk Union) having agreed to award the contract / issue the purchase order on the supplier , we --
----- (Name of the Bank) do hereby guarantee , undertake promise and agree to with VPMU / its legal representatives ,successors and assignees that within named (Name of the supplier ,their legal representative and assignees) will faithfully perform and fulfill everything within the Bidding Document and the contract / purchase order on their part to be performed or fulfilled ,at the time (Time Being the essence of the contract) and in the manner therein provided ,do legal obligations there-under and we further undertake and guarantee to make payment to the VPMU of Rs ----- (Rupees-----
-----only) being the 10 % (Ten) of the contract in case of the supplier , their legal representative and assignees do not faithfully perform and fulfill everything within the bidding document and the contract / purchase order on their part to be performed or fulfilled at the time & in the manner herein provided and do not willfully and promptly do all obligations there under.

In case the supplier fails to perform or fulfill the contract / purchase order as per the terms & conditions agreed upon the VPMU is entitled to demand an amount equal to 10 % (Ten) of the contract value from the supplier and the demand made by the VPMU itself will be conclusive evidence and proof that supplier has failed to perform or fulfill his obligations and neither the supplier nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground.

We (Name of the Bank) do hereby undertake to pay an amount equal to 10 % (Ten) of the order value being the amount due & payable under this guarantee without any demur , merely on a demand from the VPMU stating that amount claimed is due by way of non performance of the contractual obligations as aforesaid by supplier or by reason of the supplier's failure to perform the said contractual commitments / purchase order ,any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee . However our liability under this guarantee shall be restricted to an amount not exceeding Rs ----- (Rupees -----
-----only) being the amount equal to 10 % (Ten) of the total order value.

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We (Name of the Bank) do hereby further agree that the performance guarantee herein contained shall remain in full force and effect for a period of ----- calendar months from the date of Bank Guarantee (the period should be till ends of the warranty period) and till the VPMU certifies that the terms and conditions of the said contract / purchase order have been fully and properly carried out by the said supplier and accordingly discharge the guarantee unless a demand or claim under this guarantee is made on us in writing by the VPMU on or before ----- we shall be discharged

We (Name of the Bank) do hereby further agree with the VPMU that the VPMU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said bidding Documents and the Contract / Purchase order or to extend the time of performance by the said supplier from time to time or postpone for any time or from time to time and any of the powers exercisable by the VPMU against the supplier and to forebear or enforce any of the terms and conditions relating to said Bidding Documents and the contract / purchase order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or commission on the part of the VPMU to the supplier or for any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us .

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the VPMU may have or hereafter possess in respect of goods supplied or to be supplied or intended to be supplied and the VPMU shall be under no obligation to marshal in favour of the Bank any such security or funds or assets that the VPMU may be entitled to receiving or have a claim upon and the VPMU at its absolute discretion may vary ,exchange renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to VPMU on serving us with a notice requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the bank or by dispatch thereof to bank by registered post at the address of the Bank .

Any notice sent to bank at its address by registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may and in fact has been delivered to the Bank .

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

We -----(Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the VPMU in writing and the guarantee shall be a continuous and a irrevocable guarantee up to a sum of Rs -----(Rupees ----- only .) The guarantee shall remain in force till -----20 ----- and unless the guarantee is renewed or a claim is preferred against bank within three (3) months from the said date all rights of the VPMU under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder .

Place :-

(-----)

Date :-

Signature

Seal

Code No :-

Note: - Supplier should ensure that seal & code no of the signatory is put by the bankers before submission of the Bank

The end