(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org

GST No - 10AAAAV8463B1ZV

TENDER DOCUMENT FOR

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CURD INCUBATION ROOM [ELECTROMECHANICAL WORK] of [room size: 3.35 M X 4.26 M X 2.74 M] FOR, PATNA DAIRY PROJECT.

Quantity required-01 set

[NIT no- VPMU: ENGG: JICA: IR: 1910 DT-14.06.2024]

Prepared by:-

VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD. (VPMU) PATNA DAIRY PROJECT, FEEDER BALANCING DAIRY COMPLEX, PHULWARISHARIF, PATNA – 801505

Cost of Tender Document: Rs 1,200.00 (Rs. Twelve Hundred only) Non-refundable

VPMU 1 Bidder

(Patna dairy Project)

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Notice Inviting Tender

		11011CC II IVIII I G TCHGCI
NIT N	o.: VPMU: Engg: JICA: IR: 1910	Date: 14.06.2024
1.0	Name & address of advertiser	Managing Director, VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD. (VPMU), Patna Dairy Project, Feeder Balancing Dairy Complex, PHULWARISHARIF, Patna – 801505.
2.0	Date of issue of tender notice	15.06.2024 (Saturday)
3.0	Period for downloading the tender document.	From 19.06.2024 (Wednesday) to 10.07.2024 (Wednesday) up to 17:00 hours on www.patnadairy.org
4.0	Date & time of pre bid meeting	26.06.2024 (Wednesday) from 11.00 AM up to 17.00 Hours, at VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD. (VPMU), Patna Dairy Project, Feeder Balancing Dairy Complex, PHULWARISHARIF, Patna – 801505
5.0	Last date, time & Place for submission of filled in tender document (duly signed & stamped) along with cost of tender & EMD.	15.07.2024 (Monday) up to 15.00 Hours at VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD. (VPMU), Patna Dairy Project, Feeder Balancing Dairy Complex, PHULWARISHARIF, Patna – 801505
6.0	Date, time & place of opening of Techno commercial bid (Bid part-1)	15.07.2024 (Monday) up to 17.00 Hours at VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD. (VPMU), Patna Dairy Project, Feeder Balancing Dairy Complex, PHULWARISHARIF, Patna – 801505
7.0	Date & Time of opening of Price bid	Date & time will be communicated later subsequent to approval of techno commercial bid. Place – VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD. (VPMU), Patna.
8.0	Bid validity	180 Days (One hundred eighty days)

9.0 <u>Details of work is as given below:</u>

SI.	Name of the work/item	Estimated amount	Cost of tender	Earnest	Completion
No.			document to be		Period.
			paid through on	deposited.	
			line (Non		
			refundable)		
Α	Supply, installation, testing and	Rs. 7,17,664.00	Rs 1200.00	Rs 14400.00	4 (Four)
	commissioning of – 01 set of Curd				Months
	Incubation Room [Electromechanical				
	work] of [room size: 3.35M X 4.26M X				
	2.74 M] as per technical specification.				

- 10.0 Technical bid & price bid shall be placed in two separate envelops superscribed with "Technical bid for supply, installation, Testing & commissioning of curd Incubation Room" & Price bid for "supply, installation, Testing & commissioning of curd Incubation Room" respectively) & sealed properly and both envelop shall be placed in one common envelop superscribed with name of the tender "Supply, installation, testing and commissioning of 01 set of Curd Incubation Room to Manager (Engg), VPMU as per technical specification & properly sealed.
- 11.0 Any corrigendum / update etc. relating to this tender shall be published only on our website www.patnadairy.org. Interested bidders may regularly visit the website.
- 12.0 In case of public holiday falling on the day of pre-bid/Opening, same will be conducted/opened on next working day.
- 13.0 The undersigned reserves the right to reject any or all tenders without assigning any reason.

S/d Managing Director

VPMU 2 Bidder

(Patna dairy Project)

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GENERAL TERMS & CONDITIONS

VPMU 3 Bidder

(Patna dairy Project)

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(The General terms & conditions will be referred for all tendered items)

The invitation of bid is open to all suppliers / contractors who are manufactures or authorized agency representative of the manufacturers and who meet the <u>following prequalification criteria</u>:-

- [A] 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 (3) Three years shall not be less than the total tender value. (Supporting documents duly audited by CA firm to be attached / uploaded in proof)
- (2.0) Bidders must have successfully completed similar works during last 07 (seven) years ending last day of month previous to the month in which bid is invited should be either of the followings:-
 - (I) one (1) similar completed work costing not less than the amount equal to 80% (Eighty percent) of the estimated cost.

OR

(II) Two (2) similar completed works each costing not less than the amount equal to 50% (Fifty percent) of the estimated cost.

OR

- (III) Three similar completed works each costing not less than the amount equal to 40% (Forty Percent) of the estimated cost.
- (2.1) Similar work" means S.I.T&C of Curd Incubation Room of suitable capacity.
- (3.0) Bidders shall upload their PAN certificate and GST registration certificates duly signed by bidder with seal.
- (4.0) <u>Additional Eligibility & Qualifications/ Criterion</u> for Bulk Milk Coolers (BMC-500 LPD & 1000 LPD) <u>NOT APPLICABLE FOR THIS TENDER.</u>
 - Bids of Manufactures or authorized agency /representative of the manufacturers who meet the following additional prequalification criterion in particular shall only be considered -
- (4.1) <u>Necessary condition</u> bidders who are in Bulk cooler business in India since last (5) Five years. <u>NOT APPLICABLE FOR THIS TENDER.</u>
- (5.0) Affidavit for NON blacklisting

VPMU 4 Bidder

(Patna dairy Project)

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No Bidders shall ever been black listed or its equipments being rejected by any of customers in / across the country, bidder needs to submit affidavit on Rs 100.00 non judicial stamp paper in this regard.

Note:-

- I) The above four conditions (1.0, 2.0, 3.0 & 5.0) are essentially required for bidders to be qualified 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.
- * Besides the above bidders should preferably also furnish / upload*.
- (a) <u>List of manpower with qualification and experience</u> to assess their technical competence to undertake supplies as well as erection jobs.
- (b) <u>List of plant and machinery at their works</u> and those which can be sent for erection and commissioning.
- [B] Tender shall be submitted /Uploaded in TWO parts as described below:-
 - Part-I: Techno-commercial bid containing technical offer as mentioned in the technical bid sheet. (It shall contain all the documents as mentioned in tender document.)
 - Commercial offers shall contain
- (i) Agreed terms & conditions (As per technical bid sheet)
- (ii) General terms & conditions & deviations if any (As mentioned in technical bid sheet.

Part-(II): Price Bid - It will contain:

VPMU 5 Bidder

(Patna dairy Project)

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- (i) The best offer with firm prices in the price schedule format indicating basis of price, packing & forwarding charges, taxes, freight, insurance, unloading ex site basis.
- (ii) Erection and commissioning lump sum charges/unit wise charges for main equipments & other items. The bidders shall provide commissioning spares & consumables at no additional cost unless stated otherwise in tender documents.

Note:-

- 1) Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable for rejection.
- 2) Pre Bid Meeting: Any clarification in regard to technical specification as well as commercial terms may be put up/discussed in the pre bid meeting as per NIT.
- [C] Firstly only part (1) containing techno commercial offer shall be opened (As per NIT) and shall be technically & commercially evaluated. In case it is necessary to ask for technical commercial clarifications/ confirmation from the bidders to bring the offer in line with the requirement of specifications same shall be sought in writing. Revised price bids shall not be entertained.

After getting necessary clarifications if required, Part II containing original price bid shall be opened for which the date and time shall be intimated to the technically & commercially acceptable bidders only, in case of public opening.

- [D] Bidder to whom tender will be awarded need to submit:
 - i) Technical specification if not detailed in tender papers otherwise confirmation of the one given with tender.
 - ii) Scope of supply & bill of materials
 - iii) Schedule of completion of erection and commissioning job.
 - iv) Delivery schedule.
- [E] While evaluating techno commercial bid / Financial Bid, VPMU shall have right to demand / enquire any clarification from the participating bidders because sometime documents uploaded by bidders is not clearly downloaded uploaded.

VPMU 6 Bidder

(Patna dairy Project)

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[F] CHECK LIST:

To be uploaded duly signed & sealed (on letterhead of bidders with indication of Yes or No.

1.	Has the Bid security (Earnest money) as per terms in tender	Yes /
	notice been submitted?	No
2.	Has the price bid uploaded <u>IN PRICE BID FORMAT</u> or Not?	Yes /
	No price bid on bidder's letter hed shall be accepted.	No
3.	Has the delivery period been mentioned tender is fully	Yes /
	accepted OR NOT ? ?	No
4.	Has the offer been kept valid as per tender document?	Yes /
		No
5.	Has the income tax clearance certificate	Yes /
	(ITR Acknowledgements) been furnished if no, state reasons?	No
6.	Has the registration certificate of sales tax been attached OR	Yes /
	not?	No
7.	Has the statement of deviations if any, been furnished?	Yes /
		No
8.	Do you specifically agree to the <u>liquidated damage</u> clause as	Yes /
	per tender terms?	No
9.	Do you agree to furnish the performance guarantee within one	Yes /
	month from the date issuance of purchase order?	No
10	Has the list of clients to whom similar items have been supplied	Yes /
	with their full address?	No
11	Have you uploaded the <u>TECHNICAL BID sheet</u> duly filled in or	Yes /
	NOT	No
12	If yes, have you uploaded the all the relevant documents	Yes /
	pertaining to TECHNICAL BID Sheet OR NOT	No

Signature (with seal) of bidder

VPMU **7** Bidder

(Patna dairy Project)

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INSTRUCTIONS TO BIDDERS

- [A] The Bidding Documents:-
- 1.0 Content of Bidder Documents:-
- 1.1 The specification of goods required, bidding 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) Contract Form- Not required
 - (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, extends the deadline for the submission of bids.
- [B] 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,

VPMU 8 Bidder

(Patna dairy Project)

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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 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 offthe-shelf, as applicable, including all taxes already paid or payable on the imported goods of foreign origin quoted ex-showroom, ex- warehouse or offthe-shelf.
- (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.
- (vi) AMC Charges after expiry of the warrantee period (This price will not be considered in price of equipment) NOT APPLICAPBLE FOR THIS TENDER.
- 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 <u>Bid Security (Earnest Money Deposit)</u>
- 5.1 The Bidder shall furnish, as part of its bid, bid security as specified in the enquiry.

VPMU 9 Bidder

(Patna dairy Project)

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- 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. The guarantees given by other banks should be confirmed by a nationalized India Bank or a Foreign Bank operating in Indian.

"IMPORTANT NOTE FOR ISSUANCE OF BANK GUARRANTEE"

In Bank Guarantee (BG),issuing Bank must mention advising bank details for authentication of BG as State Bank of India ,IFSC code-SBIN0003114,Branch – S.K. PURI , Patna in BG text at which (SFMSIFIN760)massage to be sent by issuing bank to establish the authenticity of given BG.

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- (b) Paid through online mode at EPROC2 portal.
- 5.4 <u>Any bid not secured in accordance with Clause 5.1 and 5.</u>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

VPMU 10 Bidder

(Patna dairy Project)

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- 6.1 Bids shall remain valid for (One Hundred Eighty) 180 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 8. 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 (by letter or 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 I the 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 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 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.

VPMU 11 Bidder

(Patna dairy Project)

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- 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.
- 9.5 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.
- 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 of Work
- 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, to be confirmed in writing by registered letter, that its bid has been accepted.
- 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 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 Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 13.2 Within 30 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 13.3 For purchases within Rs.25.00 lakhs, the duplicate copy of purchase order to be signed and returned by supplier shall be the contract.
- 14.0 Performance Security

VPMU 12 Bidder

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- 14.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the suppler shall furnish performance security for 10% amount of the value of contract to the purchaser.
- 14.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 14.3 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.

"IMPORTANT NOTE FOR ISSUANCE OF BANK GUARRANTEE"

<u>In Bank Guarantee (BG),issuing Bank must mention advising bank</u> details for authentication of BG as <u>State Bank of India</u>,IFSC code-<u>SBIN0003114,</u>Branch – S.K. PURI, Patna <u>in BG text</u> at which (SFMSIFIN760)massage to be sent by issuing bank to establish the authenticity of given BG.

OR

- b) Demand draft in favour of <u>VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI</u> <u>SANGH Ltd., payable at Patna may be submitted with the tender bid. Such bank guarantee shall be valid till the expiry of the warranty period.</u>
- 14.4 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 The purchaser or the representative shall have the right to inspect and/ or test the Goods to conform their conformity to the Contract. The Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives, if retained for these purposes.

VPMU 13 Bidder

(Patna dairy Project)

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- 15.2 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 tree of cost to the purchaser.
- 15.3 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.
- 15.4 Nothing in clause 15 shall in any way release the supplier from any warranty or other obligations under this contract.
- 16.0 Insurance

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 <u>Transportation</u>:
- 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:

VPMU 14 Bidder

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- (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

- 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

VPMU 15 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325
E-Mail -vpmunin@gmail.com Website: www.patnadairy.org
GST No – 10AAAAV8463B1ZV

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 over 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

VPMU 16 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

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E-Mail <u>-vpmunin@gmail.com</u> Website: <u>www.patnadairy.org</u>
GST No – 10AAAAV8463B1ZV

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 any or all of the Goods or perform the Services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to:

- i) 0.5% (Half percent) of the full contract value for each week of delay.
- ii) The total amount so deducted shall not exceed 10% of the contract value. Once the maximum is reached, the purchaser may consider termination of the contract.
- 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, ware 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 and other taxes 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

VPMU 17 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

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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 tenderer 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 (without tax) may be paid as advance against bank guarantee of an equivalent amount valid till completion of work.
 - (b) 60 % (Sixty percent) of the total supply price along with taxes in full shall be paid after receipt of entire materials (ordered quantity) in full after due inspection at site by VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH Ltd (Milk union) within the delivery period and certification that supplied items are as per ordered specification and quantity.
 - Payment of part supplies of the ordered quantity of cabins, thus, will not be allowed and except in 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. 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.
 - (C) 10% (Ten percent) of supply value with installation and commissioning amount 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 when installation and commissioning is delayed for no fault of the supplier.

VPMU 18 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505

(An ISO 22000:2005 certified organization)

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GST No - 10AAAAV8463B1ZV

26.0 PROFORMA FOR PRICE BREAKUP FOR QUOTING THE PRICE IS GIVEN BELOW:-

1	2	3	4	5	6	7
SN	EMD	Unit Ex	Packing &	Transportatio	Insurance	Taxes
	submitted	work	forwarding	n	Charges	
	Yes / no	Price	charge			
	8		9	10)	11
Uni	Unit price delivered at site		Installation &	Taxes on E & C charges if any		Total
		commissioning	@	-Rs	price	
			charges			in Rs

Total bid price: 1) in figures

2) in words

3) signature & seal

- 27.0 <u>Validity of Bid price</u> : 180 (One hundred Eighty) Days from the date of opening Of price bid.
- 28.0 <u>Completion Period for SITC of equipments</u>: 06 (Six) months from the date of issue of Purchase Order.

29.0 Arbitration:

In case of any dispute or differences arising out of this tender between the parties, the same will be referred as sole arbitrator with mutual consent of the parties. The arbitration proceeding shall be conducted in accordance with the provisions of arbitration and conciliation Act 1996.

The court at Patna alone shall have exclusive jurisdiction.

Notes:

(i) All statutory requirements, if required for the supply, installation, testing & commissioning of items including statutory fees (if any) is bidder's responsibility. Also, all follow up for arranging approvals as per statutory requirement shall be done & obtained by bidders.

Signature & seal of bidder

VPMU 19 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325
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GST No – 10AAAAV8463B1ZV

TECHNICAL SPECIFICATION FOR

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CURD INCUBATION ROOM [ELECTROMECHANICAL WORK] of [room size: 3.35 M X 4.26 M X 2.74 M] FOR PATNA DAIRY PROJECT.

Quantity required-01 set

VPMU **20** Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505

(An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org

GST No - 10AAAAV8463B1ZV

TECHNICAL SPECIFICATION OF CURD INCUBATION ROOM [PREFABRICATED]

Approved make of incubation room: Frick /Rinac / Bluestar/ Ice Make

Sl. No.	Description		
1	Incubation Room Size (meter)	3.35 m X 4.26 m X 2.74 m (W X D X H)	
2	Product Load / Batch	5000 Liters/batch	
3	Daily Product Turnover	100%	
4	Incubated Curd Temperature	40°C from room temperature	
5	Incubation Process Time	To be incubated until 4.8 PH achieved Prefabricated sandwich panels, Tongue &	
6	Panel Construction	groove with Cam Toggle type Fasteners. All panels fit together by tongue and groove with Cam lock. No Flashings & Riveting. Distance between two cam-lock should be 876 mm.	
7	Panel Thickness	Insulation must be selected on the basis of Thermal transmittance. Thermal Transmittance should be between 9 to 11 W/m2K at 36 Δ T. Density 40 ± 2 kg /m3 & Puf blowing agent-141B (CFC free).	
8	Panel Surface Material	PUF Panel with both sides PPGI of 0.45 mm thickness sheet.	
9	Manual Sliding Door	Manual Sliding Door with Heavy duty Hardware like Hinges, Handles & Door closer. Door frame made in Heavy duty PVC profile with inbuilt heater arrangement to remove defrosting on door & push type Gasket to stop air lose & easy operation for Long life. Door opening size :1.2 M x 2.1 M (W & H)	
	Extra Accessories	Reputed Make Lights with door switch & appropriate accessories	
10	Pressure relief port	Pressure relief port with heater to balance the pressure within the room & the surrounding to eliminate the deformation of the room due to pressure difference.	

VPMU **21** Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505

(An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org

GST No - 10AAAAV8463B1ZV

11	Kick Plate	Kick plate with aluminum checkered plate is on both side of the door to protect the panel during material handling.
14	Safety release Knob and Alarm	Safety release Knob placed at the inner side of the door for safety precautions. Man traps alarm with switch.
15	Power Supply	440 V, 50 Hz, 3 Phase, AC Supply.
16	Control Panel	Control panel should be fully automated to perform with below logic process-
		a) Incubation control with PH & timer based with LED indication.
		b) It contains MCB, Microprocessor based Digital temperature indicator with controller.
		c) Overload Protector
		d) Alarm for High & low Temperature

INCUBATION HEATING SYSTEM

Electrical heater operated blower unit to maintain 42 deg C + /- 2 deg cents. Temp of curd filled in pouches / cups stacked in Plastic crates / SS Tray. The total qty. of material in the room will be 5KL approx. The indicative capacity of the heating unit shall be calculated by bidder. The unit should be complete with electrical heaters enchased in SS 304 casing suitable to work on 3 phase, 415 volts AC 50 Hz supply with suitable capacity blower. The complete unit should be housed in single skin 16 gauge MS powder coated enclosure. The electrical control panel for units should be MS powder coated, with necessary safety features meeting relevant BIS standards. A suitable incomer MCCB with on / off indications, suitable temperature controller, Electrical contactors overload/short circuit protection etc. to be provided. Suitable temperature transmitter (RTD) with shielded cable to be supplied along with unit.

VPMU 22 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505

(An ISO 22000:2005 certified organization)

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List of approved makes

Sl. No	Description	Make
1	PUF Panels	FRICK / BEARDSELL
2	Doors for Incubation Room.	FRICK / METAFLEX /MTH
3	Heating Unit for Incubation Room.	FRICK
4	MS Base for the Heating unit	TATA / SAIL / JINDAL
5	Digital Temperature controller for	Radix
	heating unit.	
6	Electrical Panel for heating unit	FRICK
7	70 watt Incandescent Vapourproof Light	Philips /Crompton/HAVELLS
8	Copper wire cable for fixing of Light	KEI / HAVELLS / Polycab
	along with distribution.	
9	Accessories comprising Aluminum TEE,	Standard & Reputed as per industry
	Rivets, Popups, Sealant for ceiling &	standards.
	walls.	



VPMU 23 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505

(An ISO 22000:2005 certified organization) Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325

E-Mail <u>-vpmunin@gmail.com</u> Website: <u>www.patnadairy.org</u>

GST No - 10AAAAV8463B1ZV

Formats of different Securities

ANEXURE-1

Form of Bank Guarantee for Bid Security / Earnest Money Deposit)
(ON A NON- JUCIAL STAMP PAER OF RS.1000/-)

This Deed of Guarantee m	ade this			Day	
of20 (Tw	o thousand) be (Name	and address of	of the bank)	
(Hereinafter referred to as 'Th					
otherwise admit include its le	egal represent	atives, success	ors and assign	ees and the	
and the VAISHAL PATLIPUTR	A DUGDH UTI	PADAK SAHKAF	RI SANGH Ltd.	(hereinafter	
referred to as VPMU) which	expression sl	nall unless rep	ugnant to the	context or	
meaning thereof include its leg	al representati	ves, successors	and assignees.		
Whereas VPMU has invited B	ids for the sup	ply/supply, ere	ction and comr	nissioning of	
				Notice	
No		WHE	REAS	M/s	
		d address of	the bidders	who having	
submitted their tender (herei	nafter referred	to as the 'Te	nder') and hav	e agreed to	
deposit to the VPMU and an	nount indicate	d in Schedule o	of Requirement	ts as per the	
terms and conditions of the I	oidding Docum	ent AND WHI	EREAS the VP	MU is also	
willing to accept a Bank guara	ntee in lieu of	payment by de	mand draft of	any amount	
equivalent to the amount of B	id security / ea	arnest money r	equired to be o	deposited by	
the Bidder to the VPMU which	h guarantee w	ll be kept valid	for 180 days a	fter the date	
of opening of bids.					
In consideration of the VPMU having agreed to consider the Bid proposals submitted					
by the Bidder without depos	by the Bidder without depositing the amount of Bid security/ earnest money and				
against this Bank guarantee, we (name and address of the Bank) hereby undertake and					
guarantee to made payment to	the VPMU the	ne amount of E	id security/ ea	rnest 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					
and conditions of the bidding document within 210 days from the date of opening of					
bids.					
The Bank further undertakes		•	•	•	
with the previous consent of		•	nd the guarant	tee shall be	
continuous and irrevo	cable guar	antee up	to a	sum of	
Rs(Rs				only)	
provided always that any indu	_				
bidder with or without the cor		•			
against the Bank nor shall the	same in any e	vent be a grou	nd of de-tence	by the Bank	
against the VPMU.					

VPMU **24** Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org

GST No - 10AAAAV8463B1ZV

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 and conditions stipulated by the Board in its Bidding Document and payment will be made to the Board without raising any disputes regarding the 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 bank or any alterations in the obligations of the parties or by an indulgence forbearance shown by the VPMU to the Bidder.

This 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 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 the Bank by Registered post at the address of the said Bank. Any notice sent to the 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 the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything restricted to Rs	g contained here before, our liabi (Rupees	,
	the Bid security/ Earnest money	deposit and it shall in-force
		(Signature)
Place		SEAL
		CODE No.

NOTE:

Bidders should ensure that the seal and code no. of signatory is put by the bankers, before submission of the bank guarantee.

VPMU **25** Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org GST No – 10AAAAV8463B1ZV

Annexure-02

(Form of Bank guarantee against Advance Payment)
(ON-NON JUDICIAL STAMP PAPER OF RS.1000/-)

	Bank Guarantee No. Date:
	In consideration of the VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD there-in-after called the VPMU having agreed to grant an advance of Rs(Rupees(Rupees(Rupees
	only) datedmade between the VPMU and M/sfor the supply / supply erection and commissioning (hereinafter called the said contract / purchase order) on production of a Bank Guarantee for Rs (See note 2 below) Rupees
1)	We(hereinafter called the Bank) do hereby Under to pay the VPMU an amount not exceeding Rs(Rupeesonly) against any loss/damage caused
	to or suffered 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)	Wedo hereby under take to pay the amounts due and payable under this guarantee without any demurrage merely on a demand from the VPMU stating 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 suppler (s) of any of the terms and 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(Rupees) only.
3)	Wefurther 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 claims satisfied or discharged or till the Ara Dairy certifies that the terms and conditions of the said contract/ purchaser offer has been fully and properly carried by the said supplier(s) and accordingly discharge the guarantee unless a demand or claim under this guarantee made on us in writing on or beforewe shall be discharged from all liability under this guarantee thereafter.

VPMU **26** Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

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

GST No - 10AAAAV8463B1ZV

E-Mail -vpmunin@gmail.com Website: www.patnadairy.org

(4)	We,, further agree with the VPMU that the VPM have the fullest liberty without our consent and without affecting in any ma obligation hereunder to vary any of the terms and conditions of the said of purchase order to extend time of performance by the said Supplier from time to postpone for any time or from time to time any of the power exercisable 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 from our liability by reason of any such variation, or extension or for any for omission on the part of the VPMU or any indulgence by the VPMU to the said or by any such matter or thing whatsoever which under the law relating to would but for this provision have effect of so relieving us.	ontract/ o time or e by the rms and relieved act of supplier
(5)	Welastly under take not to revoke this guarantee of currency except with the previous consent of the VPMU in writing.	luring its
(6)	Notwithstanding anything stated herein above the liability of the bank guarestricted to Rs	nly). The rantee is said date released
	(Signature v	
	Date Code	no.
	Note:	

VPMU **27** Bidder

Suppliers should ensure that seal and code no. of the signatory is put by the bankers,

before submission of the Bank guarantee.

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505

(An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org GST No – 10AAAAV8463B1ZV

Annexure-03

(Form of performance Guarantee)

(ON NON- JUDICIAL STAMP PAPER OF RS.1000/-)

Bank Guarantee No:	Date:
This deed of performance guarantee made this	by of
20 (Two thousand)	name and address of the Bank)
(herein referred to as the Bank which expression shall	unless repugnant to the context or
meaning thereof includes its legal representatives,	successors and assigns and the
Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd	L (thereinafter referred to as the
VPMU) which expression shall unless repugnant in	the context or meaning thereof
include its legal representative, successors and assigne	es.
Whereas, VPMU has awarded a Contract	
no	da
tedon M/s	(name and
address of the party)hereinafter referred to as the 'Su	pplier') for the supply and erection
and commissioning of	And whereas, the
supplier has agreed to submit a performance guarante	ee in the form of a Bank guarantee
to the VPMU terms and conditions of the Bidding doc	cument and the contract which will
be kept valid up tocalendar months from	the date of Bank Guarantee (the
period would be till end of warranty period). And	whereas, the Bank and its duly
constituted agent and officer has already read and	d understood the contract made
between the VPMU and the supplier.	
In consideration of the VPMU having agreed to awar	
the supplier, we	(name of the Bank) do hereby
guarantee, undertake promise and agree to with the	VPMU / its legal representatives,
successors and assignees that the within named (N	lame of the Supplier (their legal
representatives and assignees will faithfully perform	and fulfill everything within the
Bidding Document and the Contract/ Purchase order	on their part to be performed or
fulfilled, at the time (time being the essence of the co	ntract) and in the manner therein
provided, do legal obligations there-under and we fu	
make payment to the VPMU	of Rs(Rupees
	the 10% of the contract in case the
Supplier, their legal representatives and assignees do	o not faithfully perform and fulfill
everything within the bidding document and the cont	•
to be performed or fulfilled/ at the time and in the m	anner herein provided and do not
willfully and promptly do all obligations there under.	

VPMU 28 Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org GST No – 10AAAAV8463B1ZV

In case, the Supplier fails to perform or fulfill the contract/ purchase order as per the terms and conditions agreed upon the VPMU is entitled to demand an amount equal to 10% of the contract value from the

Suppler and the demand made by the VPMU by itself will be conclusive evidence and proof that the Supplier has failed to perform or fulfill his obligations and neither the Supplier nor the Bank will be entitled to raise any depute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, (name of the Bank), do hereby undertake to pay an amount equal to 10% of the order value being the amount due and payable under this guarantee without any demur,

merely on a demand from the VPMU stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the supplier's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only being the amount equal to 10% of the total order value. We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of_____ calendar months from the date of Bank guarantee (the period should be till end of 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 from all liabilities

We, (name of Bank), 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 Document and the Contract/ Purchase order or to extend the time performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the VPMU against the supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/ Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said suppler, 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.

under this performance guarantee thereafter,.

VPMU **29** Bidder

(Patna dairy Project)

Feeder Balancing dairy Complex, PhulwariSharif, Patna, 801505 (An ISO 22000:2005 certified organization)

Phones: 2252553, 2252542, 2251622, Fax: 0612- 2250 325 E-Mail -vpmunin@gmail.com Website: www.patnadairy.org

GST No - 10AAAAV8463B1ZV

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 the goods supplied or intended to be supplied and the VPMU shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset 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 the 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 the Bank by Registered post at the address of the Bank.

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

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

guarantor be entitled to claim and enforce.	
We, las	tly undertake not to revoke this guarantee
during its currency except with the previou	
guarantee shall be a continuous and iri	evocable guarantee up to a sum of
Rs (Rupees)
only. The guarantee shall remain in force until	
the guarantee is renewed or a claim is prefer	red against the bank within three months
from the said date all rights of the VPMU und	er the guarantee shall crease and the bank
shall be released and discharged from all liabil	ities hereunder.
	(Signature)
Place:	Seal
Date:	
	Code no.
Note:-	
Suppliers should ensure that seal and code n	o. of the signatory is put by the bankers,
before submission of the Bank guarantee.	, , ,
v	V

VPMU 30 Bidder

TECHNICAL BID SHEET

Name of Department			:	Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd. Patna dairy
				Project , Phulwarisharif ,Patna , 801505
NIT No.			:	VPMU:ENGG:JICA:IR:1910 Dt: 14.06.2024
		ıp No	:	SI. No. 01 of NIT
	Bill of Quantity fo	or / Name of Work	:	Supply, Installation, testing and commissioning of Curd Incubation
				Room [Electro Mechanical Work] of [room size:3.35 M X 4.26 M X
				2.74 M] for Patna Dairy Project, PATNA, Quantity required -01 Set.
	Estimated	Cost (in Rs.)	:	7,17,664.00 (Rs. Seven Lakhs SeventeenThousand Six Hundred
	Estillateu	COST (III NS.)		Sixty Four Only)
	Earnest Money	Deposit (in Rs.)	:	14,400.00 (Rs. Fourteen Thousand Four Hundred Only)
	Tender Document Fee / Cost o	f BOQ (In Rs.) (Non-refundable)	•	1200.00 (Rs. Twelve Hundred Only)
	Bid V	alidity	:	180 (One Hindred Eighty Days Only)
	Time of comple	tion (in months)	:	04 (Four Months)
Sl.No		Details	:	To be filled in color cells by contractor
1 Name of the bidder			:	
2	2 Address of the bidder		:	
4	Bid Document Cost	(A) As prescribed in Tender document,	:	
		(Non- Refundable) and to be paid only		
		at VPMU in form of Demand Draft		
5	Earnest Money	(A) As prescribed in Tender	:	
		document, in Favour of VPMU, payable		
		at Patna.		
		(B) Bid Security Amount -Rs.14,400 (Rs.	:	
		Fourteen Thousand Four Hundred		
		Only.) payable at VPMU in Form of		
		Demand Draft		
		Demand Drait		

A.	Qualifying Criteria (Self attested copy required.)	of certificate to be uploaded wherever	:	kindly fill the required details	Kindly attach the proof for the same.
6	GST No.		:		
7	PAN No.		:		
8	Income Tax Return of last 3 years		:		
8.1	FY 2020-21	. (AY 2021-22)	:		
8.2	FY 2021-22	. (AY 2022-23)	:		
8.3	FY 2022-23	(AY 2023-24)	:		
9	Annual Financial Turnover of last 03 (Three) Years [Balancesheet with P & L	FY 2020-21	:		
	statement should be audited by chartered Accountant & shall be	FY 2021-22	:		
	uploaded.]	FY 2022-23	:		
10	Experience of work of similar nature a	s per Tender Document	:		
	Similar work of SITC of Curd Incubation Room [Electromechanical Work] of [room size: 3.35 M X 4.26 M X 2.74 M] & above successfully completed during last 07 (Seven) Years ending last day of month previous to the month in which	(A) Proof of similar nature job as per tender document shall be uploaded. (B) Proof of similar nature job as per	:		
	bid is invited should be either of the followings- I) One similar completed work costing not less than the amount equal to 80%	tender document shall be uploaded.	:		
	of the estimated cost. OR II) Two similar completed work costing not less than the amount equal to 50% of the estimated cost. OR III) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.	(C) Proof of similar nature job as per tender document shall be uploaded.	:		

11	Timely completion certificate of	Completion certificate of work	:	
	completed works[of work mentioned uploaded in 10 (A)			
	/ uploaded in sr.No.10] (issued by	Completion certificate of work	:	
	the concerned competent authority	uploaded in 10 (B)		
	/ payment authority).	Completion certificate of work uploaded in 10 ©	:	
12	Whether bill of material attached ?		:	
13	Whether commercial part of Tender c	document in full is accepted or not ?	:	
13.1	If Yes then upload the signed and seal document	led Commercial part of Tender	:	
13.2	If No, attach deviation letter stating o		:	
	•	If commercial part of tender document		
	•	letter is not uploaded then tender will		
	not be accepted.	6.11.	:	
14	Whether our Technical Specification in full is accepted or not ?			
14.1	If Yes then upload the signed and sealed Technical Specification of Tender document			
14.2	If No, attach deviation letter stating only the points deviating from the			
	technical specification of Tender Document.If our technical specification in			
	full is not acceptable and deviation letter is not uploaded then tender will r			
	be accepted.			
15	Whether Affidavit on Rs. 100.00 Non-Judicial stamp paper for not ever been			
	blacklisted is attached or not?			
16				
	is supplied is attached?			
17	· · · · · · · · · · · · · · · · · · ·			
	technical competance to undertake so	upplies and erection job is enclosed?		
18	Whether list of plant and machinery a	at your work and those which can be		
	sent for erection & commissioning is	enclosed?		

	VAIS	HAL PATLIPUT	RA DUG	OH UTPADAK SAHAKAF	RI SANGH LTD.(VPMU),PATNA	
SI. No.			:-	01 of NIT No. VPMU:ENGG:JICA:IR:1910 Dt: 14-06-2024		
Name o	f work/Bill of Quantity for		:-	Supply, Installation, testing and commissioning of -01 set of Curd Incubation Room [Electromechanical Work] of room size:3.35 M X 4.26 M X 2.74 M		
Estimat	ed Cost (in Rs.)		:-	7,17,664.00 (Rs Seven Lakh	Seventeen Thousand Six Hundred Sixty Four Only)	
Earnest	Money (in Rs.)		:-	14,400.00 (Rs. Fourteen Th	ousand Four Hundred Only)	
Time of	Completion (in months)		:-		4 (Four) months	
Cost of	Tender Document (in Rs.)		:-		1200.00	
				FINANCIAL BID FORM		
				TO BE FILLED IN BY BIDDE	R	
1.0	Estimated cost		:-	Rs	7,17,664.00 (Rs Seven Lakh Seventeen Thousand Six Hundred Sixty Four Only)	
2.0	Name of the Bidder		:-			
3.0	3.0 Address of the bidder					
4.0	Price Breakup)				
4.1.1	Unit Ex-work price	Rs. In figures	:-			
4.1.2	Packing & forwarding charges	Rs. In figures	:-			
4.1.3	Transportation	Rs. In figures	:-			
4.1.4	Insurance Charges	Rs. In figures	:-			
4.1.5	Taxes	Rs. In figures	:-			
5.0	Unit price delivered	at site				
5.10	Installation & commissioning charges	Rs. In figures	:-			
5.20	Taxes	Rs. In figures	:-			
6.00	Total price for Supply,Installation commissioning of Curd Incubation [Electromechanical Work] of [rox 4.26 M X 2.74 M] as per technical was per technical w	on Room oom size :3.35 M	:-			