



TENDER DOCUMENT FOR ANNUAL RATE CONTRACT FOR SUPPLY
OF 2500 UNITS OF HAND OPERATED CHAFF CUTTERS AT BANAS
DAIRY PALANPUR PLANT AND CHILLING CENTERS AT THARAD,
KHIMANA AND ALL CHILLING CENTERS

Tender Ref No.: BNS/PUR-1/1200544331 Hand operated Chaff Cutter Weight:11kg/B910000022

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BANASKANTHA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED

Banas Dairy Palanpur 385001, India

Phone:(02742)253881 to 253885

TENDER NOTICE

BANASKANTHA DISTRICT CO-OP.MILK PRODUCERS' UNION LTD.

BANAS DAIRY, PB NO 20, PALANPUR –385001, DIST : BANASKANTHA, GUJARAT

PHONE : 253881-85. FAX : 02742-252723

TENDER NOTICE

(SINGLE STAGE BIDDING)

Banaskantha District Co-operative Milk Producers' Union Limited, Banas Dairy, P.B. No. 20, Palanpur-385001, Gujarat invites Online Tender Bids from reputed eligible Bidders for the following works our Banas Dairy Plant, Palanpur, Gujarat.

Bid Ref	Name of work	Tender Fee & E.M.D.
BNS/PUR-2 Hand operated Chaff Cutter ,Weight:11kg/B910000022	Hand Operated Chaff Cutters At Banas Dairy Palanpur Plant and Chilling Centers at Tharad, Khimana and all Chilling Centers	Rs. 1000 + (GST 18%) & Rs. 1,00,000/-

- Download Start of the tender :02.09.2023 from 03:00 PM
- Last date & Time for Download of tender :22.09.2023up to 03:00 PM
- Last date & Time submitting of Tender : .22.09.2023 up to 03:00 PM
- Date & Time of opening of Technical Tender Bid : .22.09.2023. at 03:00 PM

Detail of eligibility criteria for this tender and procedure of the tender is available on our Website <https://banasdairy.coop> & Online Portal <https://evendor.banasdairy.coop>. Banas dairy does not bind itself to accept the lowest bid. Banas dairy reserves the right to award the job either in part or full. Banas dairy at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

I/C MANAGING DIRECTOR

Tender Download Notification

To,
Banaskantha DCMPU Ltd.,
Banas Dairy, Post Box-20,
Palanpur, Banaskantha - 385001

Subject: **Tender Document For Annual Rate Contract for Supply of 2500 Units of Hand Operated Chaff Cutters At Banas Dairy Palanpur Plant and Chilling Centers at Tharad, Khimana and all Chilling Centers**

Dear Sir,

In Reference to above cited subject, we have downloaded "*Tender Document*" as per above subject mentioned and we are interested to quote for the same before the scheduled deadline.

Our Contact Details are as under

Name of Bidder Firm/Company	
Name of Concerned Person	
Buissness Address	
E-mail address	
Mobile Number	

EMD and Bank Details**Amounts**

Application Download Amount (Non-refundable)	1118 - One thousand one hundred eighteen
Earnest Money Deposit (Refundable)	100000 - one lakh

Bank Details

Account Number	03350310000046
Beneficiary Name	BANASKANTHA DCMPU LIMITED
Bank Name	HDFC BANK
IFSC Code	HDFC0000335

100 % within 30 Days after satisfactory receipt of material.

Chaff Cutter Weight: 11kg/B910000022



1ST FLOOR, PARTH SUPER MARKET, NR COSY TOWERS,
OPP. JAYAVAR PALACE, PALANPUR - 385001, GUJARAT
RTGS/NEFT IFSC : HDFC00000335

37032012
D D M M Y Y Y Y

Pay

Or Bearer

Rupees only

अदा करें

₹

A/c No. 03350310000046
खाता नं.

C/A

Payable at par through clearing/transfer at all branches of HDFC BANK LTD

FOR BANASKANTHA DISTRICT CO-OPERATIVE MILK PRODUCERS UNION LIMITED

Authorised Signatories
Please sign above / उपरोक्त खाने पर हस्ताक्षर करें

⑈ 118793⑈ 385240001⑈ 900003⑈ 30

SBF(C) / CTS-2010 311211

Scheduled Dates:

Sr. No.	Schedule Date	Date And Time
1	Document Download Start Date	02.09.2023 03:00 PM
2	Tender Download and Tender Fees Online Portal Submission End Date	15.09.2023 03:00 PM
3	Last Date for seeking clarification	15.09.2023 03:00 PM
4	Submission of Query till	15.09.2023 03:00 PM
5	Pre-bid Meeting Date	Not Applicable
6	Last Date for Submission of Bid on Online Portal	22.09.2023 03:00 PM
7	Opening of Technical And Commercial Bids	22.09.2023 03:00 PM

Preface

Preface

Banaskantha District Co-operative Milk Producers' Union Ltd., Palanpur (popularly known as Banas Dairy) is one of the largest Milk Producers' Union in Asia and is engaged in the business of processing milk and manufacturing milk products through its state of the art Manufacturing Facilities at various locations across several states.

Important Points:

- For a detailed understanding of our requirements, the bidder may visit Banas Dairy, Palanpur, or may contact Purchase Department.
- Bidders who have downloaded tender from our website are required to notify our Purchase Department by the notification as per the format given Tender Download Notification "**Notification of Tender Document Download**" through an online portal. This notification will inform Banas Dairy about your interest in quoting for this tender

IMPORTANT NOTE:

1. A detail of the eligibility criteria for this tender and the procedure of the tender is available on our Website <https://banasdairy.coop> , FOR view only.
2. After going through the detail available on the website for related tender, the interested bidder requested to go to the online portal link <https://evendor.banasdairy.coop> to apply against respective tender.
3. The registered bidder with Banas Dairy can log in on the above link through his vendor code.
4. If you are not registered with Banas Dairy, please sign up in the portal and fill in vendor registration detail and submit for vendor registration after submission vendor form, please send an email to: tender@banasdairy.coop , rakeshsolanki@banasdairy.coop for vendor approval. After approval, the vendor code will be provided by banas dairy and after that, you can able to participate in the tender.
5. For any query for login, please contact to purchase Department. 02742-253881 -85, extrn. 316 & 216.

Site Visit Address: Palanpur Plant

Banaskantha District Cooperative Milk Producers' Union Limited, Banas Dairy, Palanpur PO Box- No. 20 Palanpur – 3850 01 Landline: 02742 – 253881 to 85 (Ext: 216/316)

Correspondence details for all other communications

Purchase Department, Main Administration Building, Banas Dairy, Post Box – 20, Palanpur – 385001 Email: tender@banasdairy.coop, Landline: 02742 – 253881 to 85 (Ext: 216 / 316)

Contact Name	Contact Number	Contact Email
RAKESHBHAI SOLANKI	9429108931	rakeshsolanki@banasdairy.coop
BHARAT CHAUDHARY	9712222397	tender@banasdairy.coop
PARTHIBHAI	9106834770	pbpatel@banasdairy.coop

Instructions for Submitting Tender Bid

1. **Source of Funds:** Banas Dairy shall undertake the expenditure from its own sources
2. **Eligible Bidders:** This invitation for bids is open to all suppliers who meet the minimum eligibility criteria specified in this bid document.
3. **Eligible Goods and Services**
 - All goods and ancillary services to be supplied under the Contract shall have their origin in an eligible source.
 - For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized product results that are substantially different in basic characteristics or in purpose or utility from its components.
 - The origin of goods and services is distinct from the nationality of the Bidder.
4. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Banaskantha District Co-operative Milk producers' Union Ltd. hereinafter referred to as "the Purchaser", shall, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
5. 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.
6. **Clarifications of Bidding Documents:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing through the portal. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives no later than 1 day prior to the Pre-bid meeting, in case no pre-bid meeting is not later than 10 days prior to the deadline date prescribed by the Purchaser. Prebid Clarifications are to be communicated through the portal without identifying the source of inquiry to all prospective Bidders, which have received the Bidding Documents.
7. **Amendment of Bidding Documents**
 - 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.
 - The amendment will be noticed in communicated through the portal to all prospective Bidders, which have received the Bidding Documents through the portal and will be binding on them. The amendment will be attached to the bidding documents sold subsequently.
 - 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.
8. **Language of Bid:** The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation of the bid, the English translation shall govern.
9. **Documents comprising the bid**
 - The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
 - That, in the case of a Bidder offering to supply Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods manufacturer or producer to supply the goods in the Purchaser's country (original equipment manufacturer certificate).
 - That the bidder has the financial, technical, and production capability necessary to perform the contract.
 - That, in case of a Bidder not doing business within the Purchasers country, the Bidder is or will be (if successful) represented by an agent in the purchaser's country equipped and able to carry out the Suppliers maintenance, repair, and spare parts stocking obligations prescribed by the conditions of the Contract and/or Technical Specifications.
 - Even though the bidders meet the above criteria, they are subject to be disqualified if they have:
 - Made untrue or false representations in the forms, statements, and attachments submitted in proof of the qualification requirements; and or,
 - Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, financial failures, etc.
 - Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on an award.
 - Documentary evidence established in accordance with the Goods and ancillary Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents:
 - The documentary evidence of the Goods and Services eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
 - The documentary evidence of the Goods' and Services' conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall furnish:

- A detailed description of the good's essential technical and performance characteristics.
 - A list giving full particulars, including available sources of all spare parts, special tools, etc. Necessary for the proper and continuous functioning of the Goods for a period of two years, following commencement of use by the Purchaser, and
 - A clause-by-clause commentary on the Purchaser's Technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications in the format Any exceptions the Bidder wishes to take to the delivery schedule given in the Schedule of Requirements, the payment schedule or any other aspect of the General or Special Conditions of Contract, including a justification for the exception in the format
10. Bid Form: The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. The bid should be submitted on or before the specified date and time mentioned in Tender Document.
11. **Bid Prices:** 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 to submit price bids specified in the "schedule of requirement" and to offer discounts, if any. However, Bidders must submit a bid for the full quantity specified under technical specifications, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award.
- The item-wise quoted price should be inclusive of all applicable taxes and duties.
12. The item-wise price of goods mentioned in the SOQ and basis of design to be supplied shall be on FOR site basis inclusive of applicable taxes & duties. The item-wise price shall also include the charges for packing and forwarding, transportation, transit insurance, and all other local costs incidental to the delivery of the goods to their final destination, storage insurance, and safe custody at the site.
13. The item-wise price of installation, testing, and commissioning as described in the technical specifications/ SOQ / requirement mentioned on the basis of design and in accordance with Special Conditions of Contract with regard to erection, testing, 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 should be indicated separately and shall be inclusive of applicable taxes and duties.
14. The bidder shall also submit the itemized price breakup separately mentioning the basic price, P&F, GST, Freight, Insurance, I&C, etc. as applicable which will be applicable for progressive payments. Items and works for which no break-up price is furnished by the bidder will not be paid for by the purchaser when supplied/executed and shall be deemed covered by the other break-up prices.
15. Any variation in taxes and duties during the delivery period shall be on the purchaser's account.
16. Notwithstanding anything stated elsewhere in the bidding documents, irrespective of the mode of the contracting with the successful bidder, the successful bidder will be liable for the payment of Indian Income Tax, a surcharge on Income Tax, and any other Corporate Tax, turnover tax, etc. if attracted under the provisions of the law. The purchaser shall not bear any tax liability whatsoever irrespective of the mode of contracting.
17. For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.
18. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods. The bid shall include Manufacturers' Authorization Form on their letterhead. Offers from other agencies, brokers, and middlemen will not be accepted.
 - That, the Bidder has the financial, technical, and production capability necessary to perform the Contract. To this end, all bids submitted shall include the following information;
 - Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the company or firm or partnership, etc.
 - Details of experience and past performance of the bidder on contracts of similar nature within the last 5 years and details of current contracts in hand and other commitments. The bidder should meet the minimum qualifying criteria to be eligible for the award of the contract pursuant to Clause 9 above.
 - The Bidder should be a manufacturer/ authorized representative of a manufacturer who must have designed, manufactured, tested, and supplied the equipment(s) similar to the type specified in the Schedule of Requirements which shall be in successful operation as of the date of bid opening.
 - Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above
 - The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and commercial) for manufacture and supply, installation, and commissioning of the required equipment within the specified time of completion, after meeting all their current commitments.
 - The bidder should confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
 - Major items of plant and equipment available/ installed in the Bidder's factory premises;
 - Qualification and experience of key personnel for successful execution of the contract;

- Reports on the financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates, etc.;
 - Information regarding any current litigation in which the Bidder is involved.
19. A statement of deviations and exceptions to the provisions of the technical specification in the format furnished in the bidding document (Technical Deviation Statement Form) and a clause by clause commentary on the deviations demonstrating the goods' and services' substantial responsiveness to the purchaser's specifications despite the deviations.
 20. Bidders wishing to offer technical alternatives to the requirements of the bidding document must also submit a bid that complies with the requirements of the bidding document, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic bids, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Purchaser, including design calculations, technical specifications, the break-up of the prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the purchaser.
 21. The Bidder shall furnish, as part of its bid, Tender Fees and Bid Security (EMD) as specified in the Tender.
 22. The bid security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture.
 23. The bid security shall be denominated in Indian Rupees only through online transfer in Banas Dairy Bank Accounts as per the given Bank details in Tender Document.
 24. The successful Bidder's bid security will be discharged upon the Bidders executing the Contract and completion of work and furnishing the performance security.
 25. 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.
 26. The bid security may be forfeited, If a Bidder withdraws or modifies its bid during the period of bid validity specified in the Tender Document. In the case of this successful Bidder, if the Bidder fails to sign the contract and to furnish performance security in accordance with the tender document.
 27. **Period of Validity of Bids:** Bids shall remain valid as mentioned in the Tender after the last date of receipt of the bid prescribed by the Purchaser, A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
 28. In exceptional circumstances, the Purchaser may prior to the expiry of the initial validity period 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 fax or email). The bid security provided 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.
 29. **SUBMISSION OF BIDS:** Bid Submission through the online portal only, we will not consider bids sent by email, post, courier, or by hand.
 30. **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be submitted by the bidders not later than the date and time specified in tender documents. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
 31. No bid may be withdrawn interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security
 32. **BID OPENING AND EVALUATION:** Technical Bid opened through online only as per date & time specified, Commercial Bid opened only to eligible bidders through online after evaluation of Technical Bid.
 33. **Clarification of Bids:**.. To assist in the examination, understanding, clarification, and evaluation of the bids the Purchaser may, at its discretion, ask the bidders for a clarification of its bids and may call for discussion. The request for clarification and the response shall be in writing and no change in the substance of the bid or increase in price shall be sought, offered, or permitted unless asked for.
 34. Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
 35. Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.
 36. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness 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**. A material deviation is one that affects in any substantial way the functionality, scope, quality, or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, the Purchaser's rights, or the bidder's obligations under the contract, and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. 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.
 37. 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 non-conformity.
 38. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.
 39. All bid prices shall be in Indian Rupees only.

40. The evaluation and comparison of bids will be done on the basis of the total amount of all items together. price inclusive of supply, installation, testing & Commissioning including applicable taxes and duties as mentioned in the price schedule.
41. The comparison shall be on free delivery at site basis including unloading and inclusive of all taxes (sales, works contract, service, etc.) and duties (customs, countervailing, GST, etc.) of the goods offered. Such price includes all costs as well as taxes and duties paid or payable on components and raw material incorporated in goods as well as taxes and duties payable on finished goods and the installation & commissioning costs as per the provisions in the technical specifications.
42. Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded unless called in writing for discussion/ clarification, Any effort by a Bidder to influence the Purchaser in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.
43. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
44. An affirmative determination will be a prerequisite for the award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
45. Banas Dairy reserves the right to negotiate prices with eligible lowest or all the eligible bidders before awarding the contract.
46. **Award Criteria:** The purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive provided further the bidder is determined to be qualified to perform the contract satisfactorily. The Purchaser reserves the right to vary the quantities at the time of award of the contract, if the need arises, in consultation with the successful bidder
47. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action
48. If the bid of the successful bidder is seriously unbalanced in relation to BANAS DAIRY's estimate of the real cost of the work to be performed under the contract, BANAS DAIRY may require additional performance security to protect BANAS DAIRY against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the Purchaser based on mutual discussions with the successful bidder. The additional performance security shall be valid until the delivery of such items or as the Purchaser may decide. This security shall be released on a pro-rata basis with respect to the completion of execution of those items against which the additional security is obtained
49. No import license shall be provided by the purchaser for the goods offered against this bid

Eligibility Criteria

The bidder must meet the following minimum qualification criteria:

This invitation to bids is open to all suppliers who meet the minimum eligibility criteria specified in this bid document.

The bidder should have successfully executed at least one project of value not less than the Bid value of this Project OR at least two projects of value not less than the 60 % of the Bid value of this project.

1. Bidder should have supplied Similar Quantity to one or more buyers in Last Three Years.
2. **Note:** Bidder is required to attach the documentary evidence of the same along with the bid.
3. **Opening of Bids:** This is a Single -stage bid. Both Technical and Commercial Price Bid is to be submitted through the online portal only. All the bidders shall submit the bids in– Technical bid and Commercial Price Bid. The technical bid shall contain all the details except for the price. The technical bids shall be opened on the given date and time in the tender notice through the online portal only.
4. **Rights Reserved by Banas Dairy:** Banaskantha District Co.-Operative Milk Producers' Union Ltd., Palanpur, Banas Dairy does not bind itself to accept the lowest bid. Banas Dairy reserves the right to award the job either in part or full. Banas Dairy at its sole discretion and without assigning any reason thereof also reserves the right to accept any/or reject any/or all bids.

General Terms and conditions for Bid

- In this Contract, the following terms shall be interpreted as indicated
- 1. 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
- 2. The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations
- 3. Offers should be strictly according to our specification and scope of work, failing which it may not be considered. Item to be supplied has to be strictly as per Annexure for Scope of Work & Technical Specifications.
- 4. 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
- 5. Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract
- 6. The Purchaser" means the Organisation purchasing the Goods and services and would include the term " Purchaser
- 7. The Supplier" means the individual or firm supplying the Goods and services under this Contract; and
- 8. Works" means all goods to be provided and work (Services) to be done by the supplier under the contract
- 9. 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 concerned institution.
- 10. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Para except for purposes of performing the Contract.
- 11. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof in India.
- 12. **Inspection and Tests**
 - The Purchaser or its representative shall have the right to inspect and or test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives if retained for these purposes.
 - The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery, and or at the Goods' final destination. Where conducted on the premises of the Supplier or its sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. In case of any defects or deficiency notified by the Purchaser's inspection authority, the Supplier will rectify and make good the same without delay and not proceed with further processing of such item(s) of Goods without obtaining approval from the inspection authority
 - 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.
 - The Purchaser's right to inspect, test, and, where necessary, reject the Goods after the Goods' arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin
- 13. 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 remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 14. **Delivery and Documents:** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and the Special Conditions of Contract.
- 15. **Insurance:**
 - The Goods supplied under the Contract shall be fully insured in Indian Rupees or a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage at site, delivery, installation, testing commissioning, and up to handing over of the plant and equipment in the manner specified in the Special Conditions of Contract.
 - In supply-only contracts, where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance naming the Purchaser as the beneficiary.
 - The Supplier shall provide a copy of the insurance policy along with the invoice to the purchaser who will make arrangements to extend the validity of the policy, if necessary.
 - Should any loss or damage occur, the Supplier should initiate and pursue the claim till settlement, and Promptly make arrangements for repair and/or replacement of any damaged items irrespective of settlement of claim by the underwriters

16. Transportation:

- Where the Supplier is required under the Contract to deliver the Goods FOR Destination, as specified in the schedule of requirements, transportation shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price
- Where the Supplier is required to affect 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

Specific Terms and conditions for Bid

1. Project execution & Completion shall be within Three months from the date of Purchase Order / LOI. (Irrespective of civil work status)
2. The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.
3. The Purchaser is Banas Dairy and would include the term "Purchaser". The Supplier is (Name of Supplier).
4. **Country of Origin:** The place where the goods were mined, grown, or produced and from which the services are supplied.
5. **Equivalency of Standards and Codes:** Wherever reference is made in the contract to the respective' standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Purchaser's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Supplier and submitted to the Purchaser at least 30 days prior to the date when the Supplier desires the Purchaser's approval. In the event, the purchaser determines that such proposed deviations do not ensure equal or higher quality, the Supplier shall comply with the standards set forth in the documents.
6. **Performance Security:** The Performance Security shall be in the amount of 10% of the Contract price valid till the warranty period + 30 days after the warranty period. 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.
7. **Inspection and Tests:**
 - o The inspection of the Goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase order form and shall be in line with the inspection/test procedures laid down in the Schedule of Specifications and the Contract conditions.
 - o Manufacturers must have suitable facilities at their works for carrying out various performance tests on the equipment. The bidder should clearly confirm that all the facilities exist for inspection and shall be made available to the inspecting Authority.
 - o A load and functional test as indicated in the specifications must be carried out at the manufacturer's works. Reliability of the equipment shall be demonstrated to the satisfaction of the appointed inspector or inspecting Agency
 - o Approved supplier's drawings shall not be departed from except as provided in the Bidding Document.
 - o The Purchaser shall have the right at all reasonable times to inspect, at the Suppliers premises all Suppliers drawings of any part of the work.