



**TENDER DOCUMENT FOR SUPPLY OF APPROX. 15 LAKHS OF
NOTEBOOKS BANAS DAIRY, PALANPUR**

Tender Ref No.: BNS/PUR-1/1200583883 NOTE BOOKSOFTBOUNDSINGLE LINED- BIG 15 lakhs of
Notebooks/B9100000615

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BANASKANTHA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED

Banas Dairy Palanpur 385001, India

Phone:(02742)253881 to 253885

TENDER NOTICE

tender query contact no : 02742 269316

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

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

PHONE : 253881-85. FAX : 02742-252723

Invites Online Tender Bids from reputed eligible Bidders for the following
Gujarat.

works at our Banas Dairy Plant, Palanpur,

TENDER NOTICE

Date:00.0.2024

Tender Reference: BNS/PUR-1/ Tender Document For Supply of Approx. 15 lakhs of Notebooks

To Banas Dairy, Palanpur

Tender are invited For Tender Document For Supply of Approx. 15 lakhs of Notebooks To Banas Dairy, Palanpur (Gujarat)
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 Palanpur.

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Managing Director

of Notebooks/B9100000615

Tender Download Notification

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

Subject: **Tender Document For Supply of Approx. 15 lakhs of Notebooks Banas Dairy, Palanpur**

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)	1180 - one thousand one hundred eighty
Earnest Money Deposit (Refundable)	500000 - Five lakhs

Bank Details

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

90% within 15 days of supply on progressive basis and balance 10% within 30 days from completion of all supplies



1ST FLOOR, PARTH SUPER MARKET, NR COSY TOWERS,
OPP. JAYAVAR PALACE, PALANPUR - 685001, GUJARAT
RTGS/NEFT IFSC : HDFC00000335

SBF(C) / CTS-2010 311211

Pay

Rupees only

A/c No. 03350310000046
खाता क्र.

C/A

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

For BANASKANTHA DISTRICT CO-OPERATIVE MILK PRODUCERS UNION LIMITED

शेता करे

₹

Or Bearer
श्री श्री/श्री

37032012
D D M M Y Y Y Y

Authorised Signatories
Please sign above / शेता करे करतार करे

⑈ 118793⑈ 385240001⑈ 900003⑈ 30

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Scheduled Dates:

Sr. No.	Schedule Date	Date And Time
1	Document Download Start Date	14.03.2024 06:00 AM
2	Tender Download and Tender Fees Online Portal Submission End Date	
3	Last Date for seeking clarification	
4	Submission of Query till	
5	Pre-bid Meeting Date	
6	Last Date for Submission of Bid on Online Portal	04.04.2024 03:00 PM
7	Opening of Technical And Commercial Bids	04.04.2024 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

Banaskantha District Co-op. Milk Producers' Union Ltd., Palanpur invites Tender for Supply of approximately 15 lakh Notebooks (as mentioned in Annexure for Specifications).

Interested Bidders are required to submit the completed tender bid as mentioned in this document, in sealed envelope along with requisite documents, Tender Fee, EMD and sample.

Bidder will be mandatorily required to submit two units of sample (on free of charge basis) of the offered notebooks, along with the tender. Tender submitted without sample may not be considered.

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.

of ~~Books/B910000015~~ ~~Books/B910000015~~ 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
parthibhai	9429407112	pbpatel@banasdairy.coop

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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**
 - o All goods and ancillary services to be supplied under the Contract shall have their origin in an eligible source.
 - o 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.
 - o 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**
 - o 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.
 - o 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.
 - o 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**
 - o The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
 - o 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).
 - o That the bidder has the financial, technical, and production capability necessary to perform the contract.
 - o 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.
 - o 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.
 - o 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.
 - o 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:
 - o 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.
 - o 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:

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- o A detailed description of the good's essential technical and performance characteristics.
 - o 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
 - o 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.
 - o 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:
 - o 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.
 - o 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;
 - o 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.
 - o 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.
 - o 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.
 - o Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above
 - o 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.
 - o 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.
 - o Major items of plant and equipment available/ installed in the Bidder's factory premises;
 - o Qualification and experience of key personnel for successful execution of the contract;

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○ 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.

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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

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Eligibility Criteria

Bidder should have annual turnover of at least 30 Lakhs in any of the last three financial years

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General Terms and conditions for Bid

1. Supply of Notebooks shall be made to our Stores Department, at Main Dairy Plant at Palanpur, Banas Dairy Plant at Sanadar (Deodar), Chilling Centers Situated at Khimana, Radhanpur, Tharad & Dhanera.
1. Offers should be strictly according to our specification, failing which it may not be considered. Item to be supplied has to be strictly as per Annexure for Specifications.
1. The officers of our Union shall be allowed to inspect the works and/ or any document referred to in the tender. If it is found that the declarations made by the bidder in Bid are false/ misleading/ faulty, the bidder shall be disqualified and the earnest money deposit submitted shall be forfeited.
1. Initial acceptance of goods is not the final acceptance of quality. In case if any notebook is found substandard at our union/ village societies level, on receipt of the same Banas Dairy reserves the right to reject the material out rightly. Banas Dairy reserves the right to send your material for testing at any laboratory of our choice and in case the result is found unsatisfactory, it also reserves the right to take any action as deemed fit.

Upon receipt of such notice or complain, the Supplier shall, with all reasonable speed, replace the defective goods or parts thereof, without any cost to the Purchaser. 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.

Note: Banas Dairy, reserves all rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

1. Inspection and Tests: The Purchaser or its representative shall have the right to inspect and/ or test the Goods to confirm their conformity to the Contract. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination.

Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall replace the rejected Goods free of cost to the Purchaser.

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

1. Packaging: Note Books shall be supplied in multiples of Six each. Six Notebooks shall be packed appropriately as per industry norms in One Set. And such sets shall be packed appropriately in one outer set.
2. Delivery Period: Bidder will be required to complete all supplies within One Month from issuance of Purchase Order.
3. Risk Purchase: In case of delayed supplies, purchase of goods may be completed at the risk, cost and responsibility of the supplier after expiry of scheduled date without any notice. Extra amount spent on Risk Purchase shall be adjusted against the earnest money deposit/ pending payments or same shall be recovered from your firm.

We will reserve the right to affect risk purchase in case of non-fulfillment of any of various terms and conditions of the contract by the supplier at his risk & cost.

1. Import license and foreign exchange variation: No import license shall be provided by the BANAS DAIRY for goods offered against this bid. Necessary clearances/ licenses from the concerned Authorities for any imported goods/items offered shall be obtained by the bidder at his cost & responsibility.

Non-availability of or delay in obtaining license/ clearance shall not, under any circumstances, entitle the bidder to seek any compensation/relaxation under the contract and/or relieve the bidder from any of his obligations under the contract. Foreign Exchange, Duties etc. variation, if any, shall also be to the account of the bidder and no price escalation will be given.

1. Maintaining ethical standards in business: It is highly necessary for the suppliers to ensure that business ethics are maintained at the highest degree with Our Union. In no case we will be able to tolerate any unethical practice by the supplier by way of offering either cash or in kind or compensation in any form either to get the rejected material accepted or to get higher volume of the business than the approved quantity.

By any chance if it comes to our notice that you or any of your employee/ representative/ Agent has tried to initiate such unfair business practices with any of our employee or any of the employee/ decision maker of our Union, even with/ without any documentary evidences, the same shall be considered as a cancellation of P.O. and we reserve our right to terminate/ suspend the P.O. and the contract during any time without assigning anyreason thereof.

1. Insurance: The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage and delivery. If any loss or damage occurs during supplyof goods under

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contract, the supplier shall make arrangement for replacement of any damaged, item/s in stipulated time.

2. For delay in Supply, Installation & Commissioning of goods, a late penalty @ 1% per week shall be deducted subject to a maximum of 5 % of the contract price. On further delays order shall be liable to be cancelled. However our Managing Director can waive off such penalty depending upon the reasons for delay.

Note: Even in case of any rejection, the bidder will be required to replace the rejected material as per our schedule.

1. Delivery of Goods: Material shall be delivered at Main Store, Banas Dairy, Palanpur, Banas Dairy Plant at Sanadar (Deodar), Chilling Centers Situated at Khimana, Radhanpur, Tharad & Dhanera on any working days (except Sundays & holidays)
2. Payment Terms: 90% within 15 days of supply on progressive basis and balance 10% within 30 days from completion of all supplies
3. Validity: Validity of this contract would be till all the supplies are completed to the utmost satisfaction of Banas Dairy.
4. The Bidders who are having the annual turnover upto Rs. 5 Crores and who have opted the Quarterly Return filing & Monthly Payment of Taxes (QRMP) scheme under GST system shall have to compulsory upload the details of their Invoices under the Invoice Furnishing Facility (IFF) of GST on monthly basis. In case, Bidder fails to upload the details on IFF Facility on monthly basis, the GST already paid on such bills will be withheld in the subsequent bills.”
5. Other Commercial Terms and Conditions:
6. Force Majeure: If any Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions 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.
7. Purchaser's Instructions: The Purchaser may in his absolute discretion, issue from time to time drawings and/ or instructions, directions and clarifications which are collectively referred to as Purchaser's instructions. These instructions will be binding on the supplier.
8. Invoices will be raised in the name of Banaskantha District Co-operative Milk Producers' Union Ltd., Palanpur.
9. Supplier will be required to submit two copies of invoices
10. In case of any change in tax rate, the same shall be applicable as per statutory norms
11. Jurisdiction: Settlement of any dispute out of the Supply Order/ contract against this bid shall be subject to the courts at Palanpur only.
12. Data on firm: Please send data on your firm and information in the enclosed Annexure. The tender bid received without above information or with incorrect information may not be considered.

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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.
 - o The supplier shall provide, within the time stated in the contract or in the program, drawings showing how the plant is to be designed and any other information required for Preparing suitable foundations or other means of support, Providing suitable access on the site for the plant and any necessary equipment to the place where the plant is to be erected and - Making necessary electrical connections from the panel board provided in the individual sections to the machines.
8. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment as built. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
 - o The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
 - o Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the Purchaser.
9. The goods will be accepted after inspection by the Purchaser, his representative or any inspection agency appointed by Purchaser and the costs for such inspector/Agency shall be borne by the Purchaser.
10. **Delivery and Documents:** Upon shipment/dispatch, the supplier shall notify the purchaser by cable or email, or fax of the full details of the dispatch including purchaser order no description of the goods, quantity, mode of transport, place of loading, date of dispatch, etc. The supplier will mail the following documents to the purchaser with a copy to the Insurance Company:
 - o Original and three copies of The Suppliers invoice showing purchase order no Goods description quantity unit price total amount
 - o Delivery note/case-wise detailed packing list identifying contents of each package/ lorry receipt
 - o Manufacturer s/Supplier s guarantee certificate
 - o Inspection Certificate issued by the nominated inspection agency and the Suppliers factory inspection report
 - o Certificate of origin
 - o Insurance policy
 - o Excise gate pass /octroi receipts wherever applicable duly sealed indicating payments made and
 - o Any other document evidencing payment of statutory levies
 - o The suppliers' certificate certifying that the defects pointed out during inspection have been rectified

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- o Manufacturers' original Excise Invoice along with manufacturers' packing list.

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

11. **Insurance:** The marine/transit insurance to be taken by the contractor/ supplier shall be in an amount equal to 110% of the FOR Destination value of the goods from 'warehouse to warehouse on an 'All Risks' basis including Strike, Natural calamities but exclusive of War Risk valid for a period not less than 3 months after the date of arrival of goods at the final destination, Storage-cum- erection ALL Risks' insurance for an amount equal to 110% of the contract value valid for a period not less than 3 months after installation including one month for testing and commissioning shall be taken by the contractor/ supplier.
12. **Third-Party Insurance:** Before commencing the erection work the contractor/ supplier without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage loss or injury which may occur to any property including that of the Purchaser or to any person including any employee of the Purchaser. Such insurances shall be for an amount not less than Rs 10 lakhs per occurrence with the number of occurrences Limited to five.
13. **Incidental services:** The incidental services for supply, installation and commissioning contract, as follows shall be provided by the Supplier. Furnishing of tools required for assembly and maintenance of the supplied goods, Furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods, Conduct of training of the Purchaser's personnel (Mentioned in Tender Document); at the Supplier's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.
14. **Warranty/Guarantee:** The warranty/guarantee shall be as per mentioned in the Tender document.
15. **Payment:** Payment shall be made as per mentioned payment terms in the tender document OR the purchaser can change before finalizing an order.
16. **Bank Guarantee:** All bank guarantees should be issued by Nationalized Banks /other banks like IDBI Bank, ICICI Bank, Axis Bank, and HDFC Bank /approved by RBI to be at par with Nationalized Banks for the limited purpose of acceptance of guarantee. In case the supplier is a foreigner then BGs from foreign Banks having branches in India shall be acceptable.
17. **Resolution of Disputes;** If any dispute or differences arises at any time between the two parties in respect of or concerning anything contained or arising out of the contract shall be referred to the sole arbitrator (i.e. our Managing Director). The decision of the arbitrator shall be final and binding on both parties.
18. **PURCHASER'S INSTRUCTIONS: The Purchaser may in his** absolute discretion issue from time to time drawings and/or instructions, directions, and clarifications which are collectively referred 'to as Purchasers instructions in regard to:
 - o Any additional drawings and clarifications to exhibit or illustrate details
 - o Variations or modifications of the design, quality or quantity of work, or the additions or omissions or substitution of any work.
 - o Any discrepancy in the drawings or between the schedule of quantities and/or specifications.
 - o Removal from the site of any material brought there by the Supplier which is unacceptable to the Purchaser and the substitution of any other material thereof.
 - o Removal and/or re-execution of any work erected by the Supplier, which is unacceptable to the Purchaser.
 - o Opening up for inspection of any work covered up.
 - o Amending and making good of any defects.
19. **RIGHT OF THE PURCHASER:** The Purchaser shall have the right to direct the manner in which all works under this Contract shall be conducted, in so far as it may be necessary to secure the safe and proper progress and specified quality of the works. All work shall be done and all materials shall be furnished to the satisfaction and approval of the Purchaser. If in the judgment of the Purchaser, it becomes necessary at any time to accelerate the overall pace of the plant erection work, the Supplier, when directed by Purchaser, shall cease work at any particular point and transfer Supplier's men to such other point or points and execute such works, as may be directed by the Purchaser and at the discretion of the Purchaser.
20. **Right to order modifications of methods and equipment:** if at any time the Supplier's methods, materials, or equipment appear to the Purchaser to be unsafe, inefficient, or inadequate for securing the safety of workmen or the public, the quality of work or the rate of progress required, the Purchaser may direct the Supplier to ensure safety, and increase their efficiency and adequacy and the Supplier shall promptly comply with such directives. if at any time the Supplier's working force and equipment are inadequate in the opinion of the Purchaser, for securing the necessary progress as stipulated, the Supplier shall if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion, The absence of such demands from the Purchaser shall not relieve the Supplier of Supplier's obligations to secure the quality, the safe conducting of the work and the rate of progress required by the contract. The Supplier alone shall be and remain liable and responsible for the safety, efficiency, and adequacy of Supplier's methods, materials, working force, and equipment, irrespective of whether or not the Supplier makes any changes as a result of any order or orders received from the Purchaser.
21. **Right to inspect the work:** The Purchaser's representative shall be given full assistance in the form of the necessary tools, instruments, equipment and qualified operators to facilitate inspection. The Purchaser reserves the right to call for the original test certificates for all the materials used in the erection work, In the event, that the Purchaser's inspection reveals the poor quality of work/materials the Purchaser shall be at liberty to specify additional inspection procedures if required, to ascertain Supplier's compliance with the specifications of erection work. Even though inspection is carried out by the Purchaser or Purchasers representatives, such inspection shall not, however, relieve the Supplier of any or all responsibilities as per the contract, nor prejudice any claim, right, or privilege which the Purchaser may have because of the use of defective or unsatisfactory materials or bad workmanship.

22. **SUPPLIER'S FUNCTIONS:** The Supplier shall provide everything necessary for the proper execution of the works, according to the drawings, schedule of quantities, and specifications are taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred therefrom and if the Supplier finds any discrepancy therein, Supplier shall immediately refer the same to the Purchaser whose decision shall be final and binding on the Supplier. The Supplier shall proceed with the work to be performed under this Contract in the best and workmanlike manner by engaging qualified and efficient workers and finish the work in strict conformance with the drawings and specifications and any changes/modifications

23. **Variations:** Banas Dairy's rights to reserve quantity increase or decrease. Banas Dairy reserves the right to split the order into two or more suppliers as deemed necessary and there shall be no dispute on this decision.
24. The work shall be carried out as approved by the Purchaser or his authorized representative/s from time to time, keeping in view the overall schedule of completing the project. The Supplier's job schedule must not disturb or interfere with Purchaser's other Suppliers' or Contractors' schedules of day-to-day work. The Purchaser will provide all reasonable assistance for carrying out the jobs.
25. Night work will be permitted only with prior approval of the purchaser. The purchaser may also direct the Supplier to operate extra shifts over and above normal day shifts to ensure the completion of the contract as per schedule. Adequate lighting wherever required should provide by the Supplier at no extra cost. The Supplier should employ qualified electricians and wiremen for these facilities. In case of Supplier's failure to provide these facilities and personnel, the Purchaser has the right to arrange such facilities and personnel and to charge the cost thereof to the Supplier.
26. The Supplier shall, in the joint names of the Supplier and the Purchaser naming BANAS DAIRY as the beneficiary, insure the received goods and equipment and so far as reasonably practicable the Works and keep each part thereof insured for 110% of the Contract. Sum or such other value as may be mutually agreed between the Purchaser and the Supplier against all loss or damage from whatever cause arising, other than the excepted risks, from the date of shipment or the date on which it becomes the property of the Purchaser, whichever is the earlier until it is taken over by the Purchaser. The Supplier shall ensure against the Suppliers liability in respect of any loss or damage occurring while the Supplier is on Site for the purpose of making good a defect or carrying out the Tests on Completion.
27. The Purchaser shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of an accident or injury to any workman or other person in the employment of the Supplier or any sub-Supplier, save and except an accident or injury resulting from any act or default of the Purchaser, his agents, or servants. The Supplier shall indemnify and keep indemnified the Purchaser against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
28. The Supplier shall insure against such liability with an insurer approved by the Purchaser, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works shall when required, produce to the Purchaser or Purchaser's representative such policy of insurance and the receipt for payment of the current premium.
29. Necessary temporary power for carrying out the installation shall be supplied at only one point within the project site by the Purchaser free of charge. All necessary distribution tapings from this point onwards shall be the Supplier's responsibility. The details of temporary water and power requirements shall be furnished one month in advance by the Supplier to enable the Purchaser to make a timely arrangement.
30. The Supplier shall, at his own expense, provide all the necessary equipment, tools, and tackles, haulage power, consumables necessary for effective execution and completion of the works during erection and commissioning.
31. **PROTECTION OF PLANT:** The Purchaser shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse, or failure of any erection tools and equipment used by the Supplier or any of Supplier's sub-suppliers even though such tools and equipment may be furnished, rented or loaned to the Supplier or any of Supplier's sub-suppliers. The acceptance and/or use of any such tools and equipment by the Supplier or Supplier's sub-supplier shall be construed to mean that the Supplier accepts all responsibility for and agrees to indemnify and save the Purchaser from any and all claims for said damages resulting from the said use, misuse or failure of such tools and equipment. All other works completed or in progress as well as machinery and equipment that are liable to be damaged by the supplier's work shall be protected by the Supplier and protection shall remain and be maintained until its removal is directed by the Purchaser
- o The work shall be carried out by the Supplier without damage to any work and property adjacent to the area of Supplier's work to whomsoever it may belong and without interference with the operation of existing machines or equipment
 - o The Supplier shall take full responsibility for the care of the works or any section or portions thereof until the date stated in the taking over certificate issued in respect thereof and in case any damage or loss shall happen to any portion of the works not taken over as aforesaid, from any cause whatsoever, the same shall be made good by and at the sole cost of the Supplier and to the satisfaction of the Purchaser. The Supplier shall also be liable for any loss of or damage to the works occasioned by the Supplier or the Supplier's Sub-Supplier in the course of any operations carried out by the Supplier or by the Supplier's Sub-Suppliers for the purpose of completing any outstanding work or complying with the Supplier's obligations.
32. **UNLOADING, TRANSPORTATION, AND INSPECTION:** The Supplier shall be required to unload all the Goods from the carriers, received at the site after the Supplier's team arrives at the site. The Supplier shall plan in advance, based on the information received from their Purchaser, the Supplier's requirement of various tools, tackles, jacks, cranes, sleepers, etc. required to unload the material/equipment promptly and efficiently. The Supplier shall ensure that adequate and all measures necessary to avoid any damage whatsoever to the equipment at the time of unloading are taken. Any demurrage/detention charges incurred due to the delay in unloading the material equipment and releasing the carriers shall be charged to the Supplier's account. The Supplier shall be responsible for receipt at the site of all Goods and Supplier's equipment delivered for the purposes of the Contract.
- o The Supplier shall safely transport/shift the unloaded Goods and equipment to the storage area.

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A detailed inventory of various items would be prepared clearly listing out the shortages, breakages/damages after checking the contents with respect to the supplier's packing list, the Purchaser's Contract, and approved equipment drawings. The Supplier shall also check every piece of equipment for any shortage/shortcoming that may eventually create difficulty at the time of installation or commissioning.

- All the information and observations by the Supplier shall be furnished in the form of an 'INSPECTION REPORT' to the Purchaser with specific mention/suggestions which in the opinion of the Supplier should be given due consideration and immediate necessary actions, to enable the Purchaser to arrange repair or replacement well in time and delays due to non-availability of equipment and parts at the time of their actual need.
- The protection, safety, and security of the Goods so taken over from the Purchaser the responsibility of the Supplier, until they are handed over to the Purchaser after erection commissioning and testing as per the terms of the contract.

33. **STORAGE OF GOODS:** The Supplier shall be responsible for the proper storage and maintenance of all under the Supplier's custody. Supplier shall take all required steps to carry out inspection of equipment/materials stored as well as erected equipment until the same is taken over by the Purchaser. The following procedure shall apply for the same.
34. Adequate security measures shall be taken by the Supplier to prevent theft and loss of goods handed over to the Supplier by the Purchaser. The Supplier shall carry out periodical inventory checks of the Goods received, stored, and installed by the Supplier and any loss noticed shall be immediately reported to the purchaser. A proper record of these inventories shall be maintained by the Supplier. The Supplier should not sell, assign a mortgage, hypothecate or remove Goods which have been installed or which may be necessary for the completion of the work without the written consent of the Purchaser.
35. **Shutdowns:** Plant shutdown shall be required for making tappings /interconnections of the new equipment proposed to be installed under expansion with the existing equipment. These shutdowns should be planned carefully well in advance to enable the Purchaser to take suitable actions for ensuring normal Plant operations. The details of shutdowns; the numbers and the duration should be worked out and intimated to the Purchaser for approval. The Supplier should ensure completion of all the necessary works well within the allowed time so that no inconvenience is caused in regular operation and working of the existing plant.
36. **Change over:** The programs for change over from the existing plant system to the new plant system should be prepared by the Supplier and should be got approved by the Purchaser.
37. **CLEAN UP OF WORKS SITE:** All soils, filth, or other matters of an offensive nature taken out of any trench, drain or other places shall not be deposited on the surfaces, but shall at once be carted away by the Supplier from the site of work for proper disposal.
38. **TESTING, COMMISSIONING, AND START-UP:** The Supplier shall operate, maintain and give a satisfactory trial run of the plant in such manner and for such periods as has been specified in Technical Specifications. All rectification of damages defects during the trial period should be carried out by the Supplier.
39. The Supplier shall demonstrate the proper working of all mechanical and electrical controls; safety and protective device, in presence of the Purchaser's engineer and the same, should be duly recorded.
40. After conducting testing, in case, particular equipment is not working properly or not giving rated output the Supplier will furnish a detailed report to the Purchaser stating therein the detailed account on the performance of the equipment with possible reasons for improper or not working of the same and will arrange the visit of the representative of original manufacturers to get the same commissioned satisfactorily.
41. After satisfactory commissioning and start-up, the Supplier shall keep/depute his representatives at the plant in the manner, for the duration, and for the performance of such tasks as specified in Technical Specifications. During this period the Supplier shall ensure proper working of complete plant and equipment and attend to any works required to be done for proper operation of the complete plant and equipment.
42. **Cleaning of Site:** All soils, filth, or other matters of offensive nature taken out of any trench, drain or other places shall not be deposited on the surfaces, but shall at once be carted away by the Supplier from the site of work for proper disposal. The Supplier shall not store or place the equipment, materials, or erection tools on the driveways and passages and shall take care that his work in no way restricts or impedes traffic or passage of men and materials during erection, the Supplier shall without any additional payment, at all time keep the working and storage area used by him free from accumulation of dust or combustible materials, waste materials rubbish packing, wooden planks to avoid fire hazards and hindrance to other works.
43. If the Supplier fails to comply with these requirements in spite of written instructions from the Purchaser, the Purchaser will proceed to clear these areas and the expenses incurred by the Purchaser in this regard shall be payable by the Supplier. Before completion of the work, the supplier shall remove or dispose of in a satisfactory manner all scaffolding, temporary structures, waste, and debris and leave the premises in a condition satisfactory to the Purchaser. Any packing materials received with the equipment shall remain as the property of the Purchaser at the completion of his work and before final payment; the Supplier shall remove and shall restore the site to neat workman-like conditions at his cost.
44. **Risk Purchase:** In case of delayed supplies/ erection/ commissioning, purchase/ execution of work may be completed at the risk, cost, and responsibility of the supplier after the expiry of the scheduled date without any notice. Extra amount spent on Risk Purchase/ completion of work shall be adjusted against the earnest money/ pending payments or same shall be recovered from your firm. We will reserve the right to effect risk purchase/ execution of the work in case of non-fulfillment of any of various terms and conditions of the contract by the supplier at his risk & cost.
45. **Import license and foreign exchange variation:** No import license shall be provided by the BANAS DAIRY for goods offered against this bid. Necessary clearances/ licenses from the concerned Authorities for any imported goods/items offered shall be obtained by the bidder at his cost & responsibility. Non-availability of or delay in obtaining license/ clearance shall not, under any circumstances, entitle the bidder to seek any compensation/relaxation under the contract and/or relieve the bidder from any of his obligations under the contract. Foreign Exchange, Duties, etc. variation, if any, shall also be to the account of the bidder and no price escalation will be given.

46. **TRAINING OF PERSONNEL:** Necessary staff as may be deputed by the Purchaser shall be trained by the Supplier for operating the plant. The personnel will be associated with the training during the installation; testing, commissioning and start-up period, and the training tenure shall be as mentioned in the detailed technical specifications and basis of design.
47. The Supplier shall obtain the necessary approvals of the Factory Inspector, Electrical Inspector, Weights & Measures Inspector, Explosive Inspector, and any other state and local authorities as may be required and the cost of obtaining such approvals shall be included in the Contract Price. All the necessary details, drawings, submission of application, and proformas will be furnished by the Supplier to the purchaser for verification/ signature. The necessary application duly filled in, together with the prescribed fees shall be submitted to the appropriate authorities by the Supplier on behalf of the Purchaser.
48. Wherever necessary or required, the Supplier shall furnish the necessary test and/or inspection certificates, etc. from the appropriate authorities as per IER and other statutory regulations and the cost for obtaining these certificates shall be included in the Contract Price.
49. The Supplier has to prepare all erection drawings of the proposed plant including equipment positions and service-piping positions (isometric), spacing between pipes, and all other relevant details, and submit these drawings to BANAS DAIRY for approval.
50. Dismissal from the work of any persons employed thereupon who shall in the opinion of the Purchaser, misconduct himself, or be incompetent or negligent.
51. "The Bidders who are having an annual turnover up to Rs. 5 Crores and who have opted the Quarterly Return filing & Monthly Payment of Taxes (QRMP) scheme under GST system shall have to compulsory upload the details of their Invoices under the Invoice Furnishing Facility (IFF) of GST on monthly basis. In case, Bidder fails to upload the details on IFF Facility on monthly basis, the GST already paid on such bills will be withheld in the subsequent bills."