

TENDER DOCUMENT
FOR
DESIGN, ENGINEERING, MANUFACTURE, SUPPLY, LABOUR JOB
FOR
INSTALLATION, TESTING AND COMMISSIONING
OF PACKAGING & CONVEYING FOR 150 TPD
MILK POWDER PLANT ON TURNKEY BASIS
AT
BANAS DAIRY SANKUL, VILL- SANADAR, DEODAR, GUJARAT



REF: BNS/PROJECT/2024/SANADAR/POWDER-II PACKAGING

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POINTS BIDDERS SHOULD BEAR IN MIND

- ✓ BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- ✓ BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED.
- ✓ NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- ✓ BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- ✓ CORRECTIONS IN THE TENDER BID SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS.
- ✓ NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- ✓ SPECIFICATIONS, CONDITIONS, SCHEDULE AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- ✓ THE BID, ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE, SHOULD BE IN ENGLISH ONLY.
- ✓ ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATIONS IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS.
- ✓ THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- ✓ BANAS DAIRY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASON OR ANY EXPLANATION TO BIDDERS.

CHECK LIST FOR BID SUBMISSION

Table 1 Check List of Bid Submission		
SR NO	Requirement	Tick(√)
1	Have you submitted the Bid Security?	YES / NO
2	Have you submitted TECHNICAL BID and PRICE BID?	YES / NO
3	Have you quoted Bid Prices in terms of clause 11.2 of Instructions to Bidders (Section II)?	YES / NO
4	Have you given the Bid Form on your letterhead, Price Schedule summary sheet (Section VII) in the prescribed format and item wise break-up sheet?	YES / NO
5	Have you submitted the original Bidding Document completed in all respects, duly signed and sealed?	YES / NO
6	Have you submitted the Supporting Documents?	YES / NO
7	Have you quoted the delivery period correctly & precisely?	YES / NO
8	Have you furnished the Statement of Deviations (Preferably Nil) (Section XI Part A at B)?	YES / NO
9	Have you kept your bid valid for 120 days?	YES / NO
10	Manufacturers' Authorization Form	YES / NO
11	Power-of-attorney for authorized signatory	YES / NO

Signature & Seal of the Bidder

SECTION – I

INVITATION FOR BIDS

**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**Date:** 14/12/2024

Banaskantha District Co-operative Milk Producers' Union Limited, Banas Dairy, P.B. No. 20, Palanpur-385001, Gujarat invites sealed bids from reputed eligible contractors for the following works at SANADAR, Taluka: Deodar, District: Banaskantha, Gujarat.

Sr. No.	Tender Ref	Name of work	Tender Fee & E.M.D.	Time Limit
1	BNS/PROJECT/2024/SANADAR/P OWDER-II PACKAGING	Design, Engineering, Manufacture, Supply, Labour Job for Installation, Testing and Commissioning of Packaging & Conveying for 150 TPD milk powder plant On Turnkey Basis.	Rs. 10,000=00 + GST & Rs. 12 Lacs	12 Months

- Sale of the tender : 17/12/2024 from 11:00 Hrs.
- Last date for sale of tender : 07/01/2025 up to 15:00 Hrs
- Last date & Time for submitting of Tender : 16/01/2025 up to 15:00 Hrs
- Date of opening of Tender (Technical Bid Opening) : 16/01/2025 at 15:30 Hrs at Banas Dairy

Tender can be purchased from the office of General Manager (P&E) during period mentioned above. The details of eligibility criteria and procedure to purchase tender document is available on our website www.banasdairy.coop. Banas Dairy does not bind itself to accept the lowest bid. Banas dairy reserves the right to award the job either part or full. Banas dairy at its sole discretion and without assigning any reason thereof, also reserves the right accept any/or reject any or all bids.

I/C MANAGING DIRECTOR

1. Eligibility and Qualification Requirements Tender REF:
BNS/PROJECT/2024/SANADAR/POWDER-II PACKAGING

The bidders must meet the following minimum qualification criteria:

1. The Bidder in the same name and style should be in the similar business for at least five financial years. In case of change of name of bidder by merger / acquisition / change in status, the bidder has to submit documentary evidences.
2. The Bidder's average financial turnover in the same name and style during each of the last three financial years (i.e. 2021-22, 2022-23 and 2023-24) should not be less than Rs. 30.00 Crores. Certified copy of the Annual report (audited balance sheet and profit & loss account) as a documentary evidence shall be provided for the proof of financial turnover.
3. The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature during the last five years ending last day of the month previous to the month in which bid is opened, either of the following: -
 - a) One contract costing not less than Rs.5.00 Crores
 - OR**
 - b) Two contracts each costing not less than Rs.3.0 Crores
 - OR**
 - c) Three contracts each costing not less than Rs. 2.0 Crores

Similar nature of works means the Bidder in the same name and style, should have successfully designed, supplied, installed and commissioned fully automated packaging machine.

Copy of the purchase orders and their Completion certificates for the works mentioned in the qualification criteria shall also be submitted.

4. The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, GST, Employee State Insurance, Contract Labour, Provident Fund etc.
5. In addition to the above, the following information/documents should also be submitted along with the bid by the Bidder for evaluation/ determination of their eligibility:
 - a) Copy of Income Tax Returns for five previous years in original or certified true copies, along with Permanent Account Number (PAN) for income tax purpose.
 - b) Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
6. Even though the Bidder meet the specified criteria, the bid may be disqualified in case the bidder has:
 - a) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualifications.
 - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

2. Purchase of bidding Document:

Interested eligible bidders may obtain further information from Banaskantha District Co-operative Milk Producers' Union Limited, Banas Dairy, Palanpur, Dist.: Banaskantha, Gujarat.

Interested bidders can purchase the bidding documents in person between 11:00 -16:00 hours on any working day with in tender sale period specified above on payment of non-refundable tender fees of Rs. 10000 + GST 18% by DD (in favor of Banaskantha District Co-operative Milk Producers' union Limited payable at Palanpur) or through RTGS and submission of payment receipt.

In case bidder wishes to purchase the bid document through courier/ post they have to submit a DD of (Rs 10000 + GST 18%) + (Rs 500 + GST 18%) towards the courier charges in favour of Banaskantha District Co-operative Milk Producers' union Limited payable at Palanpur. The payment can also be transferred through RTGS at the following bank details. On receipt of DD/payment transfer through RTGS as above Banas Dairy shall courier the bid document on the address from where the request has been made. Banas Dairy shall not be responsible for any delay in receipt of the bidding document sent by post /courier.

Beneficiary name	Banaskantha Dist. Co-op. Milk producers' Union Ltd.
Bank name	HDFC Bank Ltd.
A/c No.	03350310000046
IFSC Code	HDFC0000335
Branch	Palanpur.

3. Submission of bid

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

4. Bid Security/earnest money deposit (EMD)

All bids must be accompanied by bid security (EMD) of Rs. 12 Lakhs. The EMD should be in the form specified in the bidding document & incorporated in the technical bid (Cover I). Bids not accompanied with EMD, shall be summarily rejected.

5. Opening of Bids

This is a two-stage bid. All the bidders shall submit the bids in cover I – Technical bid and Cover II- Price Bid. The technical bid (Cover I) shall contain all the details except for the price. After evaluation of technical bids and confirming the requirements, the eligible bidders shall be notified the option of revising the price bid. Only technical bids shall be opened initially on the date and time specified above in the presence of representatives of interested bidders. The date and time of opening of the price bid (Cover II) & its revision if any shall be communicated later to all eligible bidders.

6. Rights Reserved by Banas Dairy

Banaskantha District Co.-Operative Milk Producer's Union Ltd., Palanpur, Banas Dairy does not bind itself to accept the lowest bid. Banas Dairy is reserves 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.

7. Address for Communication:

Project & Engineering office
Amul Patel GM (P&E)
Banaskantha District Co-Operative Milk Producers' Union Ltd.
Banas Dairy
Post box No-20
Palanpur -385 001
Gujarat (India)
Phone: 02742-253881-5 Ext 374, Mob- 9998007874
Fax :02742-252727. Mail ID- amul.patel@banasdairy.coop

8. Place of opening Bid:

Banas dairy
Palanpur-385001

9. PROJECT INFORMATION & SITE ADDRESS:

9.1 Project Information

Plant name : Banas Dairy Sankul
Add Village-Sanadar
Khimana - Deodar Highway Road.
Deodar (Gujarat), Pin.385330
(A unit of Banas Dairy, Palanpur)
At & PO: Sanadar, Taluka: Deodar
District: Banaskantha, Gujarat

9.2 Electricity supply voltage : 415 V \pm 10%, 3 phase &
Neutral, 50 HZ \pm 3 %

SECTION – II

INSTRUCTIONS TO BIDDERS

SECTION –II INSTRUCTION TO BIDDERS

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SECTION – II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Source of Funds

Banas Dairy shall undertake the expenditure from its own sources.

2. Eligible Bidders

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

3. Eligible Goods and Services

3.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source.

3.2 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 is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Banaskantha District Cooperative Milk Producer's Union Ltd. hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5. Content of Bidding Documents

5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a. Instructions to Bidders
- b. General Conditions of Contract
- c. Special Conditions of Contract
- d. Schedule of requirements
- e. Technical Specifications
- f. Bid Form and price Schedules
- g. Bid security form
- h. Contract form
- i. Performance Security Form

- j. Technical and commercial deviation statement forms
- k. Completion Certificate Form

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarifications of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by at the Purchaser's mailing address indicated in the invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders, which have received the Bidding Documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 7.2 The amendment will be noticed in writing or email to all prospective Bidders, which have received the Bidding Documents and will be binding on them. The amendment will be attached to the bidding documents sold subsequently.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8. Language of Bid

8.1 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.

9.1 The Bid prepared by the Bidder shall comprise the following components – documents

Cover – I

- 1. A complete description of the Goods and Services the Bidder intends to supply, install & commission.**
- 2. A separate folder containing the documents evidence in respect to qualification and eligibility criteria.**
- 3. EMD or Bid security**
- 4. Detailed technical offer with layout, GA Drawings, Process Flow Diagram (with Flow, temp and pressure), product drawing, P&ID, Equipment/instrument/electrical Data sheet, Automation architecture, detail of electrical panel and cable, tentative schedule/Gantt chart etc. The complete tender document duly stamped and sign by the bidder shall be submitted and shall be part of technical bid. Bidders shall also submit the equipment's with their**

quantities considered under import and also the list of indigenous equipment's with their quantities.

Cover –II

A price schedule completed in accordance with clause No 10, 11 and 12

- 9.2 The documentary evidence of the Bidders qualifications to perform the Contract if its bid is accepted, shall establish to the Purchasers satisfaction:
- a. 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).
 - b. That the bidder has the financial, technical and production capability necessary to perform the contract.
- 9.3 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 Bidders maintenance, repair and spare parts stocking obligations prescribed by the conditions of the Contract and/or Technical Specifications.
- 9.4 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, or financial failures etc.
- 9.5 Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.
- 9.6 Documentary evidence established in accordance with Clause 3 that the Goods and ancillary Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents:
- a. 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.
 - b. 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:
 - I. A detailed description of the goods essential technical and performance characteristics. Also section wise plant availability and reliability data shall be submitted.
 - II. A list giving full particulars, including available sources of all spare parts, special tools, etc. Necessary for the proper and continuing functioning of the Goods for a period of two years, following commencement of use by the Purchaser, and
 - III. 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 furnished in section XI(A).
 - IV. 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 furnished in section XI (B).

10 Bid Form

- 10.1 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.
- 10.2 Original bidding document duly signed and sealed should be submitted on or before the specified date and time at the office of Banas Dairy, Palanpur.

11 Bid Prices

- 11.1 The Bidder shall indicate on the Price Schedule attached to these documents, the unit prices and total Bid Prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed to submit price bids specified in the "schedule of requirement" and to offer discount, 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.
- 11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- 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 delivery of the goods to their final destination, storage insurance and safe custody at site.
 - The item wise price of installation, testing and commissioning as described in the technical specifications/ SOQ / requirement mentioned in 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.
 - The cost of service cover / incidental services listed in Clause 9 of the Special Conditions of Contract Part-I; and
 - The bidder should also submit the price schedule summary.
- 11.3 The Bidders separation of price components in accordance with Para. 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchasers right to contract on any of the terms offered.

11.4 Price

Bidder shall submit their offers in INR only. A separate price break up shall be submitted for the indigenous and imported equipment's with their quantities. The list of the equipment's with their quantities bidder wish to import with their price shall also be submitted along with the price bid. The price for the imported equipment's shall be worked out by the bidder considering exchange rate as mentioned below:

1 EURO = 88.91 INR , 1 US\$ = 84.81 INR

Any variation in the exchange rate at the time of clearance/bill of lading shall be to purchasers' account. This shall be applicable only for the equipment's and their quantities that bidder wish to import and are mentioned in the price submitted for

the imported equipment's. If bidder wishes to import equipment /extra quantities that are not mentioned in the submitted list of imported equipment's, any extra cost towards such items due to their import or on account of increased exchange rate variation shall be borne by the bidder. A separate sheet shall be submitted mentioning total CIF and INR price of all imported equipment's.

Any variations in the exchange rate on the actual imports and resultant impact in the import duty would be to purchaser's account. The variation would be worked out on the difference between the exchange rate mentioned in the bid and the actual rate during the time of imports multiplied by the actual CIF value (Foreign Bidder's invoice) supported by the relevant documents like Bank remittance certificate/ Bill of entry. The basis to arrive at the price adjustment on account of exchange rate variation shall be RBI rates prevailing on the date of bank remittance to the foreign Bidder **(For arriving at the impact on the value of goods)** and exchange rate mentioned on the bill of entry **(To arrive at impact on custom duty)**

11.5 Price Break-up

The bidder shall also submit the itemized price breakup separately mentioning 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. Wherever items are mentioned in terms of length, prices should be quoted on per meter basis.

However, for evaluation purpose, prices quoted as indicated in Para 11.2 above only will be considered.

Wherever there is more than one item, unit rates should be indicated separately.

Any variation in taxes and duties during the delivery period shall be on the purchaser's account.

- 11.6 Notwithstanding anything stated elsewhere in the bidding documents, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment of Indian Income Tax, 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.

12 Bid Currencies

For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

13 Documents Establishing Bidders' Eligibility and Qualifications

- 13.1 Pursuant to **Clause 9**, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchasers satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Clause 2.
- 13.3 The documentary evidence of the Bidders qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- a. 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 in their letterhead. Offers from other agencies, brokers and middlemen will not be accepted.
- b. 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;
 - I. 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.
 - II. Details of experience and past performance of the bidder on the contracts of similar nature within the last 10 years and details of current contracts in hand and other commitments. Bidder should meet the minimum qualifying criteria to be eligible for award of contract pursuant to Clause 9 above.
 - a) 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 on the date of bid opening.
 - b) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above
 - III. 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.
 - IV. 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.
 - V. Major items of plant and equipment available/ installed in the Bidder's factory premises;
 - VI. Qualification and experience of key personnel for successful execution of the contract;
 - VII. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past five years, bankers certificates etc.;
 - VIII. Information regarding any current litigation in which the Bidder is involved.
- 13.4 Bidders who meet the criteria given above at 13.2 and 13.3 are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failure etc.

14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to Clause 9.1 the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

- 14.2 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.
- 14.3 The documentary evidence of the goods' and services' conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:
- a. A detailed description of the goods' essential technical and performance characteristics, schematic drawings etc., if any.
 - b. A list giving full particulars, including available sources and current prices, 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 the goods' use by the Purchaser.
- I. A statement of deviations and exceptions to the provisions of the technical specification in the format furnished in the bidding document (Section XI (A) -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.
- II. Bidders wishing to offer technical alternatives to the requirements of the bidding document must also submit a bid which 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, 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.
- 14.4 Pursuant to Clause 14.3 (c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

15 Bid Security (Earnest Money Deposit)

- 15.1 Pursuant to Clause 9.0 the Bidder shall furnish, as part of its bid, bid security as specified in the Schedule of Requirements.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 15.7.
- 15.3 The bid security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a. A bank guarantee issued by a Nationalized Indian bank / other banks treated/approved by RBI to be at par with Nationalised Banks for the limited purpose of acceptance of guarantee in the form provided in the Bidding Documents and valid for 30 days beyond the validity of the bid from the last date of receipt of bids.

OR

- b. A demand draft/bankers cheque issued by a Indian Nationalized Bank/ Scheduled Bank drawn in favour of Banas Dairy, payable at Palanpur.
- 15.4 Any bid not accompanied with bid security in accordance with para. 15.1 And 15.3 will be rejected by the Purchaser treating it as non-responsive, pursuant to Clause 24.

- 15.5 Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to Clause 33, and furnishing the performance security, pursuant to Clause 34.
- 15.7 The bid security may be forfeited
 - a. If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on Bid form; or
 - b. In the case of this successful Bidder, if the Bidder fails:
 - I. To sign the Contract in accordance with Clause 33; or
 - II. To furnish performance security in accordance with Clause 34.

16 Period of Validity of Bids

- 16.1 Bids shall remain valid for **120 days** after the last date of receipt of bid prescribed by the Purchaser, pursuant to Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstance, the Purchaser may prior to the expiry of 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 under Clause 15 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.

17 Format and Signing of Bid

- 17.1 The Bidder shall prepare two copies of the bid, clearly marking each one as "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages off the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS

18 Sealing and Marking of Bids

- 18.1 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy."
- 18.2 The inner and outer envelopes shall be sealed as described
 - 18.2.1 The outer envelope shall:
 - a. Be addressed to the Purchaser at the following address:

Banaskantha District Cooperative Milk Producers' Union Limited
Banar Dairy,
PB NO :20
Palanpur - 385001 (Gujarat)
Kind Attention: General Manager (P&E)

- b. Please mention on the envelope as under:
Design, Engineering, Manufacture, Supply, Labour Job for Installation, Testing and Commissioning of Packaging & Conveying for 150 TPD milk powder plant On Turnkey Basis. Banar **Dairy Sankul, Village- Sanadar, Deodar, Gujarat. Bid Ref: BNS/PROJECT/2024/SANADAR/POWDER-II PACKING/ dated 16-01-2025 and the word "Do NOT OPEN BEFORE 15:30 Hours on 16-01-2025"**
- 18.2.2 The inner envelope shall be sealed and shall contain "Original" and "Copy":

Cover I : ORIGINAL TEECHNICAL BID (EXCEPT FOR PRICE BID) AND COPY

Cover II: ORIGINAL PRICE BID AND COPY.
- 18.3 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
- 18.4 If the outer envelope is not sealed and marked as required by Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by the Purchaser and returned to the bidder,
- 18.5 Telex or cable or facsimile bids will be rejected.

19 DEADLINE FOR SUBMISSION OF BIDS

- 19.1 Bids must be received by the Purchaser at the address specified under Clause 18.2 not later than the time specified for receipt of the bids in the Invitation for Bids (Section I).
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7, 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.

20 LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant of Clause 19, will be rejected and returned unopened to the Bidder.

21 Modification and Withdrawal of Bids.

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18 with the outer and inner envelopes additionally marked "modification" or "withdrawal" as appropriate. A withdrawal **notice** may also be sent by telex or cable or fax but followed by a signed confirmation copy by post, marked not later than the deadline for submission of bids.
- 21.3 No bid may be modified subsequent to the deadline for submission of bids.

- 21.4 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, pursuant to Clause 15.7.

E. BID OPENING AND EVALUATION

22 Opening of Bids by Purchaser

22.1 Bid Opening and Evaluation

- 22.2 This being two stage bidding only envelopes containing documents towards eligibility criteria, technical bid with technical deviations, commercial deviations shall be opened on due date in the presence of Bidder's representative who choose to attend, at the time and date indicated in the (Section I) at the office of Banas Dairy, Palanpur - 385 001 (Gujarat). The bidder's representatives who are present shall sign a sheet / register evidencing their attendance.

23 Clarification of Bids

- 23.1 To assist in the examination, understanding, clarification, 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.

24 Preliminary Evaluation

- 24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.1.2 Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.
- 24.1.3 The purchaser will also examine whether the bid is complete. If the prices of certain components / sub-assemblies / spare parts are not included and if the goods or equipment are otherwise considered functional, the Purchaser will load the bid with the cost of these exclusions as estimated by the Purchaser or as quoted by the other responsive bidders, whichever is higher for evaluation.
- 24.2 If the Purchaser considers that with these omissions, the offered goods / equipment is not functional, then the bid will be treated as incomplete and non-responsive.
- 24.3 Where the bidder has quoted for more than one pack / items and if the bid security furnished is inadequate for all the packs / items, the purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the packs/ items included in his bid (offer) in the serial order off the schedule of requirements of the bidding document.
- 24.4 Arithmetical errors will be rectified on the following basis. If there is a difference between the rates in figures and in words, the rates in words shall be taken as correct. Similarly, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- 24.5 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 which 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.
- 24.6 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.
- 24.7 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

25 CONVERSION TO SINGLE CURRENCY

- 25.1 All bid prices shall be in Indian Rupees.
- 25.2 The offer prices shall be firm however, variation as described at 11.4 of this section shall be considered.

26 EVALUATION AND COMPARISON OF BIDS

- 26.1 The Purchaser will evaluate & compare the bids previously determined to be substantially responsive, pursuant to Clause 24, 11, 25. No bid will be considered if the complete requirement covered under the pack/item is not included in the bid. The discounts if any offered by the bidder will be taken into account in the evaluation of bids so as to determine the lowest evaluated cost for the Purchaser in deciding award(s).
- 26.2 The evaluation and comparison of bids will be done on the basis of item wise quoted price inclusive of supply, installation, testing & Commissioning including applicable taxes and duties as mentioned in price schedule & clause 11.2.
- 26.3 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 to include 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.

27 Contacting the Purchaser

- 27.1 Subject to Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the commercial bid opening to the time the Contract is awarded.
- 27.2 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.

F. AWARD OF CONTRACT

28 Post Qualification

- 28.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

- 28.2 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, pursuant to Clause 13, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
- 28.3 An affirmative determination will be a prerequisite for 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.

29 Award Criteria

- 29.1 Subject to clause 31, 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 as per clause 28.

30 Purchasers Right to Vary, Quantities at the Time of Award.

- 30.1 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.

31 Purchasers Right to Accept Any Bid and to Reject Any or All Bids

- 31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to 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.

32 Notification of Award

- 32.1 Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter / courier / fax / e-mail, to be confirmed in writing by registered letter / courier, that its bid has been accepted.
- 32.2 The notification of award will constitute the formation of the Contract.
- 32.3 Upon the successful Bidders furnishing of performance security pursuant to Clause 32, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 15.

33 Signing of Contract

- 33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will request the Bidder to submit the Contract Form/s as provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 Within 30 days of receipt of the Contract Form / Purchase Order, the successful Bidder shall sign and date the Contract/s and return it/them to the Purchaser.

34 Performance Security

- 34.1 Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.
- 34.2 Failure of the successful Bidder to comply with the requirement of Clause 33 or Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security (EMD), in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

- 34.3 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 completion of execution of those items against which the additional security is obtained.

35 Import of goods

EPCG License would be made available for Import of machines/Equipment of foreign origin at 0% Custom duty. Supplier should indicate/identify in Price breakup the items with their cost they purpose to import against EPCG license to be obtained by the Purchaser. Import duty/Custom duty on the imported items purchased under EPCG and High Seas Sales shall be NIL. In case any duty is imposed by the Govt. Later on, it shall be payable by Purchaser. EPCG licence shall be arranged by the purchaser and supplier is to carry out all subsequent formalities including registration of license. Further it would be the sole responsibility of the supplier for clearance of such consignments/goods from the customs including payment of various duties and taxes at the port of landing and onward delivery through appropriate mode of transport to the project site

- 35.1 No import licence/EPCG license shall be provided by the purchaser for the goods offered against this bid. All the imported equipment's shall be purchased with full duty payment. The Supplier shall ensure to correctly mention country of origin of Goods and HSN / SAC Code of Goods / Services to be supplied in Invoice / Proforma Invoice / Tender. In case of any dispute / litigation at later stage with Customs / DGFT authorities, the Supplier shall have to bear the cost of litigation if any, and keep the purchaser indemnified for any financial / non-financial loss.

OR

EPCG License would be made available for Import of machines/Equipment of foreign origin at 0% Custom duty. Supplier should indicate/identify in Price breakup the items with their cost they propose to import against EPCG license. EPCG license will be obtained by the Purchaser. Import duty/Custom duty on the imported items purchased under EPCG and High Seas Sales shall be NIL. In case, any duty is imposed by the Govt. Later on, it shall be payable by Purchaser. The purchaser shall arrange EPCG licence and supplier is to carry out all subsequent formalities including registration of license. In case, EPCG license is being registered by the purchaser, the cost of registration shall be borne by supplier. Further, it would be the sole responsibility of the supplier for clearance of such consignments/goods from the customs including payment of various duties, Cess, Applicable Fees etc and taxes at the port of landing and onward delivery through appropriate mode of transport to the project site.

- 35.2 The Supplier shall ensure the compliance of following points:
1. Description of Goods in Proforma Invoice shall be technical name of the machine and not general name with details/name of products.
 2. Description of Goods, HSN Code (8 Digits) and classification mentioned on Proforma Invoice (at the time of application of EPCG License) and Final Invoice (at the time of dispatch of Goods) shall exactly match. In case of any deviation, the charges /interest / penalties / fees

etc payable to DGFT authorities' / Customs authorities / other parties / CHA etc. shall be payable by the Supplier. It is the sole responsibility of the Supplier to mention the correct Description, HSN code and correct classification of the Goods.

3. The Request for application of EPCG license shall reach to Banas Dairy 45 days prior to the date of dispatch of Goods along with following documents:
 - Proforma Invoice
 - Technical Brochure of the Goods
 - Country of Origin of Goods
4. In case of any dispute between the Supplier and Purchaser, the conditions of Tender / Contract shall prevail over the High Seas Agreement.
5. For Dispatch of Goods from customs port / warehouse to Banas Dairy Project site, the Supplier / Transporter shall make necessary arrangements for generation of e-way bills under GST.

Necessary taxes including withholding tax wherever applicable against erection / commissioning work, service cover shall also be included in the price and indicated separately. In case of import of Goods in the name of Purchaser, it shall have to be cleared at Customs through CHA nominated by Purchaser. However, the Cost of CHA shall have to borne by Supplier.

6. The Supplier shall ensure to correctly mention country of origin of Goods and HSN / SAC Code of Goods / Services to be supplied in Invoice / Proforma Invoice / Tender. In case of the any dispute / litigation at later stage with Customs / DGFT authorities, the Supplier shall have to bear the cost of litigation if any, and keep the purchaser indemnified for any financial / non-financial loss.
7. Format of High Seas Agreement is available in the tender document.

- 36 The Bidders while submitting its Final Bid for the tenders of Banas dairy shall specify its Billing Location, Address and GST No. of Billing Location.

In case, the Billing Location & its GST No of Supplier is different from the location and GST No. registered with Banas dairy, then Such Bidder/s shall have to make fresh Vendor Registration Application for such location. Subsequently, PO will be issued by Banas Dairy at the prescribed Billing Location and GST No. Supplier cannot change its billing location and GST no. after submission of its final commercial bid.