



**DESCRIPTION MATERIAL: ALUMINIUM ALLOY MILK CANS OF 40  
LITERS CAPACITY WITH LID & RING COMPLETE.**

Tender Ref No.: BNS/PUR-1/MILK CAN 40 LTR ALUMINIUM/B9100000016

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BANASKANTHA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED

Banas Dairy Palanpur 385001, India

Phone:(02742)253881 to 253885

**TENDER NOTICE**

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

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

PHONE : 253881-85. FAX : 02742-252723

**TENDER NOTICE**

**(TWO STAGE BIDDING)**

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

Bid Ref	Name of work	Tender Fee & E.M.D.
BNS/MILK CAN 40 LTR ALUMINIUM/B92000000	Design, Supply, and labour job for Installation, testing and Commissioning of MILK CAN 40 LTR ALUMINIUM for collection centers of our Union situated in various districts of Odisha, Jharkhand, Rajasthan and Uttar Pradesh of Banas Dairy	Rs. 1000 + (GST 18%) & Rs. 12,00,000/-

- Download Start of the tender :15.03. 2023. from 06:00 AM
- Last date & Time for Download of tender :27.03.2023 up to 03:00 PM
- Last date & Time submitting of Tender :03.04.2023 up to 03:00 PM
- Date & Time of opening of Technical Tender Bid : 03.04.2023 at 04:00 PM

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

**I/C MANAGING DIRECTOR**

Tender Download Notification

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

Subject: **Description material: ALUMINIUM ALLOY MILK CANS OF 40 LITERS CAPACITY WITH LID & RING COMPLETE.**

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(with GST)
Earnest Money Deposit (Refundable)	1200000 - Rupees Twelve Lacs Only

**Bank Details**

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

Payment will be 90 % After Delivery within 30 days on progressive delivery basis and 10% after successful completion of contract (total order quantity).



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

SBF(C) / CTS-2010 311211

Pay

Rupees only

A/c No. 03350310000046  
खाता नं.

C/A

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

For BANASKANTHA DISTRICT CO-OPERATIVE MILK PRODUCERS UNION LIMITED

शेका करे

₹

Or Bearer  
शेका करे

37032012  
D D M M Y Y Y Y

Authorized Signatories  
Please sign above / शेका करे करे

118793 38524000 900003 30

**Scheduled Dates:**

<b>Sr. No.</b>	<b>Schedule Date</b>	<b>Date And Time</b>
1	Document Download Start Date	15.03.2023 06:00 AM
2	Tender Download and Tender Fees Online Portal Submission End Date	27.03.2023 03:00 PM
3	Last Date for seeking clarification	28.03.2023 03:00 PM
4	Submission of Query till	28.03.2023 03:00 PM
5	Pre-bid Meeting at (Main Dairy, Plant Palanpur)	Not Applicable
6	Last Date for Submission of Bid on Online Portal	03.04.2023 03:00 PM
7	Opening of Technical And Commercial Bids	03.04.2023 04:00 PM

Preface

**Preface**

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

**Important Points:**

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

**IMPORTANT NOTE:**

1. A detail of the eligibility criteria for this tender and the procedure of the tender is available on our Website <https://banasdairy.coop> , FOR view only.
2. After going through the detail available on the website for related tender, the interested bidder requested to go to the online portal link <https://evendor.banasdairy.coop> to apply against respective tender.
3. The registered bidder with Banas Dairy can log in on the above link through his vendor code.
4. If you are not registered with Banas Dairy, please sign up in the portal and fill in vendor registration detail and submit for vendor registration after submission vendor form, please send an email to: [tender@banasdairy.coop](mailto:tender@banasdairy.coop) , [rakeshsolanki@banasdairy.coop](mailto: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.



**Correspondence details for all other communications**

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

**Instructions for Submitting Tender Bid**

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

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

- Reports on the financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates, etc.;
  - Information regarding any current litigation in which the Bidder is involved.
19. A statement of deviations and exceptions to the provisions of the technical specification in the format furnished in the bidding document (Technical Deviation Statement Form) and a clause by clause commentary on the deviations demonstrating the goods' and services' substantial responsiveness to the purchaser's specifications despite the deviations.
  20. Bidders wishing to offer technical alternatives to the requirements of the bidding document must also submit a bid that complies with the requirements of the bidding document, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic bids, the bidder shall provide all information necessary for a complete evaluation of the alternative by the Purchaser, including design calculations, technical specifications, the break-up of the prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the purchaser.
  21. The Bidder shall furnish, as part of its bid, Tender Fees and Bid Security (EMD) as specified in the Tender.
  22. The bid security is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture.
  23. The bid security shall be denominated in Indian Rupees only through online transfer in Banas Dairy Bank Accounts as per the given Bank details in Tender Document.
  24. The successful Bidder's bid security will be discharged upon the Bidders executing the Contract and completion of work and furnishing the performance security.
  25. Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser.
  26. The bid security may be forfeited, If a Bidder withdraws or modifies its bid during the period of bid validity specified in the Tender Document. In the case of this successful Bidder, if the Bidder fails to sign the contract and to furnish performance security in accordance with the tender document.
  27. **Period of Validity of Bids:** Bids shall remain valid as mentioned in the Tender after the last date of receipt of the bid prescribed by the Purchaser, A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
  28. In exceptional circumstances, the Purchaser may prior to the expiry of the initial validity period solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
  29. **SUBMISSION OF BIDS:** Bid Submission through the online portal only, we will not consider bids sent by email, post, courier, or by hand.
  30. **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be submitted by the bidders not later than the date and time specified in tender documents. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
  31. No bid may be withdrawn interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security
  32. **BID OPENING AND EVALUATION:** Technical Bid opened through online only as per date & time specified, Commercial Bid opened only to eligible bidders through online after evaluation of Technical Bid.
  33. **Clarification of Bids:**.. To assist in the examination, understanding, clarification, and evaluation of the bids the Purchaser may, at its discretion, ask the bidders for a clarification of its bids and may call for discussion. The request for clarification and the response shall be in writing and no change in the substance of the bid or increase in price shall be sought, offered, or permitted unless asked for.
  34. Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
  35. Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.
  36. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, **which conforms to all the terms and conditions of the Bidding Documents without material deviations**. A material deviation is one that affects in any substantial way the functionality, scope, quality, or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, the Purchaser's rights, or the bidder's obligations under the contract, and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
  37. A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
  38. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.
  39. All bid prices shall be in Indian Rupees only.

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

**Eligibility Criteria**

The bidder must meet the following minimum qualification criteria:

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

**The bidder shall have to fulfill the following minimum eligibility criteria:**

- a. Offer only from manufacturer will be considered.
- b. Bidders must have successfully completed similar type of contract during any one of the last 5 years similar works.
  1. **Opening of Bids:** This is a Single stage bid. Bid to be submitted through online portal only. The technical bid shall be opened on given date and time in the tender notice through online portal only.
  2. **Rights Reserved by Banas Dairy:** Banaskantha District Co.-Operative Milk Producers' Union Ltd., Palanpur, Banas Dairy does not bind itself to accept the lowest bid. Banas Dairy reserves the right to award the job either in part or full. Banas Dairy at its sole discretion and without assigning any reason thereof also reserves the right to accept any/or reject any/or all bids.

**General Terms and conditions for Bid**

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

**16. Transportation:**

- Where the Supplier is required under the Contract to deliver the Goods FOR Destination, as specified in the schedule of requirements, transportation shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price
- Where the Supplier is required to affect delivery under any other terms, for example, by post or to another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery
- In all the cases, transportation of the Goods up to the project site shall be the responsibility of the Bidder and the cost thereof shall be included I indicated in the contract price

**17. Incidental Services:** As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following services

- Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- Furnishing detailed operations and maintenance manuals for each appropriate unit of the supplied Goods, and manuals covering the operation and maintenance of automation software and control systems.
- Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- Conduct training of the Purchaser's personnel, at the Supplier's plant and/ or on-site, in assembly, start-up operation, maintenance, and/or repair of the supplied Goods.

**18. Prices charged by the Supplier for the preceding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the Supplier for similar services.**

**19. Warranty/Guarantee:** The Supplier warrants that the Goods and equipment, supplied, installed, and commissioned under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Supplier also guarantees that the Goods supplied shall perform satisfactorily as per the signed/rated/installed capacity as provided for in the Contract. This warranty/guarantee shall remain valid after the Goods have been delivered at site, installed and the plant successfully tested, commissioned, and accepted by the Purchaser. The automation systems, instruments, and controls will be guaranteed against system malfunction for a period of one year from the date of commissioning. Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**20. Payment:** The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the tender document.

**21. Invoices will be raised in the name of Banaskantha Dist. Co-Op. Milk Producers' Union Ltd., Palanpur.**

**22. In case of any changes in the tax rate, the same shall be applicable as per statutory norms**

**23. Change Orders:** The Purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- The method of shipment or packing;
- The place of delivery; or
- The Services to be provided by the Supplier

**24. Subcontracts:** The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

**25. Delays in the Supplier's Performance:** Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule Requirements. An un-excused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, Forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

**26. Liquidated Damages:** If the Supplier fails to deliver any or all the goods or perform the services within the time period(s) specified in the Contract the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the contract prices, as liquidated damages, a sum equivalent to: 0.5% of the full contract value for every completed week (week comprising of 7 Days including holidays and any incomplete week shall be ignored for the calculations of liquidated damages) of delay in the supplies/commissioning. The total amount so deducted shall not exceed 05% of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the contract. Any incremental taxes and levies on account of delay in performance of the Contract by the Supplier shall be to the Supplier's account



27. **Termination for Default:** The Purchaser shall enter and expel the Supplier under this Clause, he shall not be liable to pay to the Supplier any money on account of the Contract until the costs of execution and all other expenses are incurred by the Purchaser have been ascertained and the amount thereof certified. The Supplier shall then be entitled to receive only such sum or sums, if any, as the Purchaser may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Supplier on due completion by him, then the Supplier shall, upon demand, pay to the Purchaser the amount of such excess and it shall be deemed a debt due by the Supplier to the Purchaser and shall be recoverable accordingly. the Purchaser pursuant to this Clause takes the Works or part thereof out of the Supplier's hands the Supplier's Liability under Clause for the delay in completion shall immediately cease, without prejudice to any such liability that may at that time already be recoverable from the Supplier by the Purchaser, Consequent to such termination of Contract, the Purchaser shall also be entitled to recover the advance paid, if any, to the Supplier along with interest 13% per annum compounded quarterly on the last day of March, June, September, and December on the advance paid for the entire period for which the advance was retained by the Supplier.

28. Upon the giving of such notice, the Supplier shall with all reasonable dispatch remove from the Site all suppliers' equipment brought by him thereon

**29. Force Majeure:**

- Notwithstanding the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination default, if and to the extent that, it's a delay in performance or another failure to perform obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Suppliers fault or negligence and not foreseeable Such events may include but are not restricted to, acts of the Purchaser either in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**30. Termination for Convenience:**

- The Purchaser may, by written communication sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- The Goods that are complete and ready for shipment within 30 days after the Suppliers receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- To have any portion completed and delivered at the Contract terms and prices; and/or To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier

31. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India.

32. **Taxes and Duties:** A supplier shall be entirely responsible for payment of all taxes, duties, license fees, etc. until taking over of the works by the Purchaser, However, Octroi, if any shall be reimbursed at actual on submission of documentary evidence and Entry Tax, wherever applicable shall be paid by the Project Authority.

**33. Income Tax and Other Taxes:**

- The Supplier shall be liable to pay all corporate taxes, income tax, service tax, and other taxes that shall be levied according to the laws and regulations applicable from time to time and the price bid by the Supplier shall include all such taxes.
- Wherever the laws and regulations require deduction of such taxes at the source of payment, the Purchaser shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied on income and profits made by the Supplier in respect of the Contract.
- The Suppliers staff, personnel, and labor will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations to the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations. The Purchaser shall not, in any way, be responsible for such payments by the Supplier/Suppliers' staff.
- "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."
- The bidder while bidding for the tender of Banas Dairy shall specify the following in their bid.

34. HSN code / SAC code for Goods / Service to be supplied.

35. GST Rate of such Goods / Services

36. The Billing Location, Address and GST Number of Billing location etc.

37. Tax Residency certificate of the supplier for the respective year.

38. Declaration from the supplier whether they have permanent establishment in India or Not.

- In case, the Billing Location and its GST number differs from the location and GST number registered with Banas Dairy, then such bidder/s shall have to make fresh vendor registration for such location. Subsequently, PO shall be issued to the bidder with HSN / SAC code of Goods / Services at the prescribed location and GST number.
- In case of purchase of Goods / Service from Foreign Suppliers, Supplier or Banas Dairy. In such case, Foreign bidder may be asked to submit the following documents at the time of bid submission . at the time issuance of PO:

1. **Construction of the contract:** Notwithstanding anything stated elsewhere in the Bidding Documents, the entire work could be awarded in more than one contract. The award of more than one contract shall 'not in any way dilute the responsibility of supplier for the successful commissioning of the plant/equipment as per the Bid Specifications and all the contracts will contain a cross-fall breach clause. Any delay in one contract shall be construed as a delay in completion of all the contracts and the liquidated damages shall be imposed accordingly.
2. **Jurisdiction:** This invitation for bids is issued for and on behalf of Banaskantha District Co-operative Milk Producers' Union Ltd. having its head office situated at Palanpur (Gujarat), for the settlement of any dispute arising out of the contract against this bid, only the Courts at Palanpur shall have jurisdiction.

**Specific Terms and conditions for Bid**

**1. Delivery Tentative Delivery Schedule Details as per following;**

- A. First 4000 Cans Delivery Immediately after receiving of Purchase Order.  
B. Remaining Cans should be supplied as per Dairy's demand. Dairy will inform to supplier before 15 Days of delivery date.  
(Cans Delivery Period - 15 Days from the date of our confirmation)

**2) Delivery Locations:**

Tentative Location for Major Quantity is at Uttar-pradesh, Odisha, Jharkhand, Rajasthan but final location of cans supply will be given at the time of our confirmation before dispatch.

You have to supply Cans at various MCCs located in in Odisha, Jharkhand, Rajasthan and UttarPradesh as per our delivery schedule as and when required.

Invoice to be in name of respective locations.

**3) The Annual Rate Contract will be for one Year From the date of Purchase order.**

**Other Terms:**

1. 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.
2. The Purchaser is Banas Dairy and would include the term "Purchaser". The Supplier is (Name of Supplier).
3. **Country of Origin:** The place where the goods were mined, grown, or produced and from which the services are supplied.
4. **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.
5. **Performance Security: Not Applicable**
6. **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.
7. 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.
8. 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.
9. **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
  - 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
10. **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.
11. **Third-Party Insurance:** Before commencing the erection work the contractor/ supplier without limiting his obligations and responsibilities shall insure against hrs 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.
12. **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.
13. **Warranty/Guarantee:** The warranty/guarantee shall be as per mentioned in the Tender document.
14. **Payment:** Payment shall be made as per mentioned payment terms in the tender document OR the purchaser can change before finalizing an order.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.
21. **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
22. **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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. **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.

31. **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.
  - The Supplier shall safely transport/shift the unloaded Goods and equipment to the storage area.
  - 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 Purchasers 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.
32. **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.
33. 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.
34. **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.
35. **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.
36. **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.
37. **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.
38. 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.
39. 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.
40. 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.
41. **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.
42. 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.

43. 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.
44. 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.
45. **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.
46. 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.
47. 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.
48. 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.
49. Dismissal from the work of any persons employed thereupon who shall in the opinion of the Purchaser, misconduct himself, or be incompetent or negligent.
50. "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."