

# **TENDER DOCUMENT**

## **FOR**

**SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF BRINE TANK WITH  
REFRIGERATION SYSTEM – 01 SET AT  
NALANDA DAIRY, BIHAR SHARIF AS PER  
TECHNICAL SPECIFICATION**

**[Ref. NIT no. Comfed:Engg:3119 dt. 18.06.2026, Sl.No.02]**

**Prepared by**

**BIHAR STATE MILK CO OPERATIVE FEDERATION (COMFED)**

**Dairy Development complex .**

**B. V. College , Patna 800014.**

**Cost of tender document ₹ 5,000.00  
(Rs. Five Thousand only )**

# **GENERAL TERMS &** **CONDITIONS**

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

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

**[A] Prequalification terms to make the bidders eligible for participation in the bid.**

- 1.0) Bidders annual turnover in the same name and style in each of the last three years shall not be less than the total tender estimated cost. (Certified supporting documents to be attached in proof)**

**(For authorized agencies quoting on behalf of their principals, the turnover of their principals may be considered.)**

- 2.0) Bidders must have successfully completed similar works during last 07 (seven) years ending last day of month previous to the month in which bid is invited should be either of the following:-**

I) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

OR

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

OR

III) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

***“Similar work” means – S.I.T&C of Brine Tank with Refrigeration system.***

- 3.0) Bidder should furnish certified copy of latest Audited Annual report along with their PAN / GST.**

- 4.0) No Bidders shall ever been black listed or its equipments being rejected by any of customers in across the country. Bidder needs to submit affidavit on ₹ 100.00 non judicial stamp paper.**

**Note: - i) the above four conditions (1.0, 2.0, 3.0 & 4.0) are essentially required for bidders to be qualified for opening of their price bid.**

**Besides the above bidders should preferably also furnish.**

- a. List of manpower with qualification and experience to assess their technical competence to undertake supplies as well as erection jobs.
- b. List of plant and machinery at their works and those which can be sent for erection and commissioning.

**[B] Tender shall be submitted/Uploaded in two parts as described below:-**

**Part-I :** Techno-commercial bid containing technical offer as mentioned in the technical bid sheet.

(It shall contain all the documents as mentioned in tender document.)

**Commercial offers shall contain**

- (i) Agreed terms & conditions (As per technical bid sheet)
- (ii) General terms & conditions & deviations if any (As mentioned in technical bid sheet).

**Part-II : Price Bid**

**It will contain:**

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

**Note** 1) Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable for rejection.

- 2) Pre Bid Meeting: Any clarification in regard to technical specification as well as commercial terms may be put up/ discussed in the pre bid meeting as per NIT.

**[C]** Firstly only part (1) containing techno commercial offer shall be opened (As per NIT) and shall be technically & commercially evaluated. In case it is necessary to ask for technical commercial clarifications/ confirmation from the bidders to bring the offer in line with the requirement of specifications same shall be sought in writing. Revised price bids shall not be entertained.

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

**[D] Bidder to whom tender will be awarded need to submit:-**

- a) Technical specification if not detailed in tender papers otherwise confirmation of the one given with tender.
- b) Scope of supply & bill of materials
- c) Schedule of completion of erection and commissioning job.
- d) Delivery schedule.

**[E] CHECK LIST**

**To be uploaded duly signed & sealed (on bidders letter head) with indication of Yes or No.**

1.	Has the Bid security (Earnest money) as per terms in tender notice been submitted.	Yes / No
2.	Has the price bid in terms of clause of instructions to bidder been quoted.	Yes / No
3.	Has the delivery period been mentioned correctly and precisely indicating separately the time for dispatch from your works, anticipated transit time and the time for erection and commissioning?	Yes / No
4.	Has the offer been kept valid as per tender document?	Yes / No
5.	Has the statement of deviations been furnished?	Yes / No
6.	Do you specifically agree to the liquidated damage clause as per tender terms?	Yes / No
7.	Do you agree to furnish the performance guarantee within one month from the date issuance of purchase order?	Yes / No
8.	Has the list of clients to whom similar items have been supplied with their full address?	Yes / No
9.	Do you full fill the eligibility criterion for the prequalification.	Yes / No
10.	If yes, have you attached all the relevant desired documents.	Yes / No

**Signature (with seal) of bidder**

## **INSTRUCTIONS TO BIDDERS**

### **[A] The Bidding Documents**

#### **1.0 Content of Bidder Documents**

- 1.1 The specification of goods required, bidder procedures' and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- (a) Instructions to Bidders:
  - (b) Technical Specifications:
  - (c) Price Schedules:
  - (d) Bid Security Form:
  - (e) Contract Form- Not required
  - (f) Performance Security Form
- 1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

#### **2.0 Amendment of Bidding Documents**

- 2.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 2.2 The amendment will be notified in writing or by telex or fax to all prospective Bidders which have received the Bidding Documents and will be binding on them.
- 2.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.

### **[B] Preparation of Bids**

#### **3.0 Bid prices**

- 3.1 The Bidder shall indicate on the price schedule attached to these documents the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit bids for any one or more items specified in the "schedule of requirement". However, bidders must submit a bid for the full quantity specified under schedule of requirement, failing which, such bids will not be taken into accounts for evaluation and comparison and will not be considered for award.

3.2 Prices indicated on the price schedule shall be entered separately in the following manner:

i) The price of the goods, quoted ex- factory, ex- showroom, ex- warehouse or off shelf, as applicable, including taxes already paid or payable:

- On the components and raw material used in the manufacture or assembly of goods quoted ex-factory.

**OR**

- the price of the goods, quoted ex-factory, ex-show room, ex- warehouse or off-the-shelf, as applicable, including all taxes already paid or payable on the imported goods of foreign origin quoted ex-showroom, ex- warehouse or off-the-shelf.

(ii) Any taxes applicable in India which will be payable on the goods if this contract is awarded.

(iii) Charges for packing and forwarding, inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination and

(iv) The cost of installation and commissioning as described in the technical specifications and putting the equipment into satisfactory operation including successful completion of performance and guarantee tests to be performed at the final destination by the bidder.

(v) The cost of incidental services.

3.3 The Bidder's separation of price components in accordance with para 3.2 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

#### **4.0 Bid currencies**

4.1 For all goods and services covered in this bidding document, prices shall be quoted in Indian Rupees only.

#### **5.0 Bid Security (Earnest Deposit)**

5.1 The Bidder shall furnish, as part of its bid, bid security as specified in the enquiry.

5.2 The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to para 5.7 below.

5.3 The bid security shall be denominated in India Rupees only, and shall be in one of the following forms:

(a) A bank guarantee issued by the Nationalized/Scheduled bank located in India or any bank abroad acceptable to the purchaser in the form provided in the Bidding

Documents and valid for 30 days beyond the validity of the bid. The guarantees given by other banks should be confirmed by a nationalized India Bank or a Foreign Bank operating in Indian.

or

(b) Paid through online mode at EPROC2 portal.

- 5.4 Any bid not secured in accordance with Clause 5.1 and 5.3 will be rejected by the purchaser as non- responsive.
- 5.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to clause 6 below.
- 5.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to clause 13 & furnishing the performance security, pursuant to clause 14.
- 5.7 The bid security may be forfeited:
- (a) if a bidder withdraws its bid during the period of bid validity or
  - (b) In the case of the successful Bidder, if the Bidder fails:
    - (i) To sign the Contract in accordance with clause 13:
- or
- (ii) To furnish performance security in accordance with clause 14.

## **6.0 Period of validity of Bids**

- 6.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 8. A bid valid for a shorter period may be rejected by the purchaser as non- responsive.
- 6.2 In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by letter or email), The bid security provided under clause 5 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## **7.0 Deadline for submission of Bids**

- 7.1 Bids must be received by the Purchaser at the address specified, not later than the time specified for receipt of the bids as indicated I the enquiry.
- 7.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with clause 7, above in which case all rights and obligations of the purchaser and bidder previously subject to the deadline will thereafter be subject to deadline as extended.

## **8.0 Clarification of Bids**

- 8.1 To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

## **9.0 Preliminary Examination**

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the bids are generally in order.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. Errors, its bid will be rejected, if there is a discrepancy between words and figures, the amount in words will prevail.
- 9.3 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 9.6 The purchaser may waive any minor informality or non- conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

## **10.0 Purchaser's Right to vary Quantities at Time of Award**

- 10.1 The Purchaser reserves the right at the time of award of contract to increase or decrease by up to 15 (fifteen) % the quantity of goods and services specified in the schedule of Requirements without any change in price or other terms and conditions.

## **11.0 Purchaser reserves the right to accept Any Bid and to reject any or all Bids.**

- 11.1 The purchaser reserves the right to accept or reject any bid, and to 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.

## **12.0 Notification of Award**

- 12.1 Prior to expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by registered letter or any fax or telex, to be confirmed in writing by registered letter, that its bid has been accepted.
- 12.2 The notification of award will constitute the formation of the contract.
- 12.3 Upon the successful Bidder's furnishing of performance security pursuant to paragraph 14, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.

## **13.0 Signing of Contract (For purchase, beyond Rs.25.00 lakhs)**

- 13.1 At the same time as the purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 13.2 Within 30 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 13.3 For purchases within Rs.25.00 lakhs, the duplicate copy of purchase order to be signed and returned by supplier shall be the contract.

## **14.0 Performance Security**

- 14.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the supplier shall furnish performance security for 10% amount of the value of contract to the purchaser.
- 14.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 14.3 The performance security shall be denominated in Indian rupees and shall be in the following form:
  - a) A bank guarantee or irrevocable letter of credit, issued by a Nationalized / Scheduled Bank in India or any bank abroad confirmed by the Reserve Bank of India and in the form provided in the Bidding Documents. The guarantees issued by other banks should be confirmed by a Nationalized Indian Bank or a Foreign Bank operating in India.
  - OR
  - b) Demand draft in favour of **Bihar State Milk Co-Operative Federation Ltd., payable at Patna** may be submitted with the tender bid. Such bank guarantee shall be valid till the expiry of the warranty period.

- 14.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

**15.0 Inspection and tests**

- 15.1 The purchaser or the representative shall have the right to inspect and/ or test the Goods to conform their conformity to the Contract. The Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives, if retained for these purposes.
- 15.2 Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 15.3 The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the Goods shipment from the country of origin.
- 15.4 Nothing in clause 15 shall in any way release the supplier from any warranty or other obligations under this contract.

**16.0 Insurance**

- 16.0 The goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to transportation and delivery.

**17.0 The supplier shall:**

Initiate and pursue claim till settlement, and promptly make arrangements for repair and/ or replacement of claim by the writers.

**18.0 Transportation:**

- 18.1 The supplier is required under the contract to deliver the goods FOR Destination., specified in the Schedule of requirement. Transport of the Goods to the destination shall be arranged and paid for by the supplier, and the cost thereof shall be included in the contract price.
- 18.2 Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the supplier shall be required to meet all transport and storage expenses until delivery.
- 18.3 In all the above cases, transportation of the goods after delivery shall be the responsibility of the purchaser.

**19.0 Incidental Services (to be included in erection and commissioning charges)**

- 19.1 As specified herein, the supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/ or start-up of the supplied goods: (part of erection)
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods: (part of erection)
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods: (part of supply)
  - (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract: and (part of commissioning).
  - (e) Conduct of training of the Purchaser's personnel, at the supplier's plant and/ or site, in assembly, start-up operation, maintenance and/ or repair of the supplied Goods (part of commissioning).
- 19.2 Prices charged by the supplier for the proceeding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the supplier for similar services.

## **20.0 Warranty/ Guarantee**

- 20.1 The supplier warrants that the Goods supplied under the purchase order /Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except in so far as the design or materials is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The supplier also guarantees that the Goods supplied shall perform satisfactorily as per the designed/ rated/ installed capacity as provided for in the contract.
- 20.2 This warranty/ guarantee shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered and commissioned to the final destination indicated in the contract, or for 18 months after the date of shipment from the port of loading in the source country, whichever period concludes earlier, unless specified otherwise in the special conditions of contract/Technical Specification.
- 20.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 20.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- 20.5 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 20.6 This warranty/ guarantee shall not over any damage/ a resulting from normal wear and tear or improper handling by the purchaser or his authorized representatives.
- 20.7 In case of installation and commissioning contracts, the supplier shall guarantee the complete installation for satisfactory performance for a minimum period of twelve months from the date of commissioning. Any defect arising out of faulty installation or use of substandard materials or workmanship shall be rectified by the supplier at his own cost.

#### **21.0 Delayed in the supplier's performance**

- 21.1 Delivery of the Goods and performance of Services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its schedule of requirements.
- 21.2 An unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of Liquidated damages, and/ or termination of the contract for default.
- 21.3 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery for the Goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

#### **22.0 Liquidated damages**

Subject to clause 21, if the supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to:

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

- 22.1 Any incremental taxes ad levies on account of delay in performance of the contract by the supplier, shall be to the supplier's account.

#### **23.0 Force Majeure**

- 23.1 Notwithstanding the provisions on clause 21 & 22. the supplier shall not be liable for forfeiture of its performance security and liquidated damage, if any to the extent that, Its delay in performances or other failure to perform its obligations under the contract is the result of an event of Force majeure.
- 23.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, guarantee restrictions and freight embargoes.

- 23.3 If a Force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **24.0 Taxes and duties**

- 24.1 The supplier shall be liable to pay all corporate taxes, income tax and other taxes that shall be levied according to the laws and regulations, applicable from time to time in India and the price bid by the supplier shall include all such taxes. Wherever the laws and regulations require deduction of such taxes at the source of payment, the purchaser shall effect such deductions from the payment due to the supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the purchaser as per the laws and regulations in force. Nothing in the contract shall relieve the supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the supplier in respect of the contract.

- 24.2 For any subsequent changes in taxes and duties after the date of submission of tenders/placing of order, the tenderers will not be made liable and those will be allowed by the purchaser. However under normal circumstances, the supplier shall be entirely responsible for all taxes, duties license fee etc incurred until delivery of goods and installation & commissioning of the same.

#### **25.0 Terms of payment shall be as below:-**

- (a) 30 % (Thirty percent) of the total supply price may be paid as advance against bank guarantee of equivalent amount and shall remain valid till completion of work.
- (b) 60 % (Sixty percent) of the total price along with taxes in full shall be paid after receipt of entire materials (ordered quantity) in full after due inspection at site by our concerned milk union /units within the delivery period and certification that supplied items are as per ordered specification and quantity. If 30% of payment against BG as stated in point 25.(a) is not taken then 90 % of payment of the total price along with taxes in full shall be paid after receipt of entire material (ordered quantity) in full after due inspection at site by our concerned milk union/unit within delivery period and certification that supplied items are as per ordered specification and quantity.

Payment of part supplies of the ordered quantity of cabins, thus, will not be allowed and except in exceptional circumstances in which there are just and valid reasons for not being able to make the full supply and will be allowed only at the sole discretion of M.D COMFED ,Patna. Further such provision by M.D. COMFED will only be granted at his discretion when part supply is within the delivery period and there is clear evidence and commitment on the part of the

supplier that the rest of the ordered quantity of material would be supplied within the delivery period itself But if the delivery period of supply expires the payment will only be released after completion of the entire supply.

- (c) 10% (Ten percent) supply value with installation and commissioning amount shall be paid after (90) ninety days of completion of the entire work. At the sole discretion of the Managing Director, COMFED, Patna & this ten percent payment can also be released if a fresh bank guarantee of equivalent amount is provided when installation and commissioning is delayed for no fault of the supplier.

**26.0 PROFORMA FOR PRICE BREAKUP FOR QUOTING THE PRICE IS GIVEN BELOW**

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

**Total bid price** 1) in figures 2) in words 3) signature & seal

**Price will be considered on FOR basis as above.**

**27.0 Validity of Bid price :-**

**180 (One hundred Eighty) Days from the date of opening of price bid.**

**28.0 Completion Period:-**

04 (Four) months from the date of issue of Purchase Order.

**29.0 Arbitration:**

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

The court at Patna alone shall have exclusive jurisdiction.

**Signature & seal of bidder**

**TECHNICAL SPECIFICATION**  
**FOR**  
**SUPPLY, INSTALLATION, TESTING AND**  
**COMMISSIONING OF BRINE TANK WITH**  
**REFRIGERATION SYSTEM – 01 SET AT**  
**NALANDA DAIRY, BIHAR SHARIF.**

**TECHNICAL SPECIFICATIONS OF BRINE TANK WITH REFRIGERATION SYSTEM  
(FREON BASED) FOR NALANDA DAIRY, BIHAR SHARIF.**

**Approved Make :** ICE MAKE / GRAM / HAIER / KAP CONES.

**Quantity Required** - 01 set.

**Functional Requirement:**

The brine tank with refrigeration unit shall be used for production of mini Choco bar/ kulfi based ice cream and ice candy sticks for which Freon based refrigeration system shall be used.

**Technical Data Sheet for Brine tank & refrigeration unit:**

Sl. No.	Parameter	Requirement
1.	Mould capacity	40 Moulds
2.	Mould Size	Length - 6.49 inches, Width: 2.95 inches, Height: 2.75 inches.
3.	Brine tank Outer size (approx.)	14' 6" X 5' 5" X 3'3"
4.	Brine tank Inner size (approx.)	14' X 4' 11" X 3'
5.	Stand height	9.0"
6.	Brine tank Material of Construction (MOC)	<ul style="list-style-type: none"><li>• Outer : SS 304, 1 mm thick,</li><li>• Inner : SS 316, SWG-18 (1.2 mm) thick,</li><li>• Stand- SS 304.</li></ul>
7.	Compressor (freon based)	01 no.
8.	Make of Compressor (freon based)	Bitzer / Frascold / Danfoss
9.	Temperature of the brine solution to be maintained	- (minus) 26°C to – (minus) 30°C
10.	Compressor Motor HP	Suitable to meet the functional requirement subject to min. 20 HP. Bidder needs to specify.
11.	Power Consumption (In Kw)	Bidder needs to specify.
12.	Condenser	Water cooled

**Note :**

1. If Cooling tower is required for above brine tank, then same shall be provided by purchaser, however specification of the cooling tower shall be provided by the supplier.
2. Required civil work shall be in scope of purchaser, however necessary drawings shall be provided by supplier.
3. Purchaser shall provide electrical power supply up to the electrical panel of Brine tank with refrigeration system (Freon based).

---X---X---X---

## Formats of different Securities

### ANEXURE-1

#### Form of Bank Guarantee for Bid Security Earnest Money Deposit)

##### (ON A NON- JUCIAL STAMP PAER OF RS.1000/-)

This Deed of Guarantee made this \_\_\_\_\_ Day of \_\_\_\_\_ 20--- (Two thousand ----) be (Name and address of the bank) (Hereinafter referred to as 'The Bank') which expression shall unless the counterpart otherwise admit include its legal representatives, successors and assignees and the \_\_\_\_\_ and the **Bihar State Milk Cooperative Federation Ltd** (hereinafter referred to as **COMFED**) which expression shall unless repugnant to the context or meaning thereof include its legal representatives, successors and assignees.

Whereas COMFED has invited Bids for the supply/supply, erection and commissioning of \_\_\_\_\_ by the Tender Notice No. \_\_\_\_\_ AND

WHEREAS M/s \_\_\_\_\_ (name and address of the bidders who having submitted their tender (hereinafter referred to as the 'Tender') and have agreed to deposit to the COMFED and amount indicated in Schedule of Requirements as per the terms and conditions of the bidding Document AND WHEREAS the COMFED is also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of Bid security / earnest money required to be deposited by the Bidder to the COMFED which guarantee will be kept valid for 210 days after the date of opening of bids.

In consideration of the COMFED having agreed to consider the Bid proposals submitted by the Bidder without depositing the amount of Bid security/ earnest money and against this Bank guarantee, we (name and address of the Bank) hereby undertake and guarantee to made payment to the COMFED the amount of Bid security/ earnest money deposit or any part thereof not deposited by the Bidder, to the COMFED at any time (time being the essence of the contract) when the COMFED asks for the same as per the terms and conditions of the bidding document within 210 days from the date of opening of bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the COMFED in writing and the guarantee shall be continuous and \_\_\_\_\_ irrevocable \_\_\_\_\_ guarantee \_\_\_\_\_ up \_\_\_\_\_ to \_\_\_\_\_ a \_\_\_\_\_ sum \_\_\_\_\_ of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) provided always that any indulgence or relation on the part of the A COMFED the said bidder with or without the consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of de-fence by the Bank against the COMFED.

In case the COMFED puts forth a demand in writing on the Bank for the payment of amount full or in part against this bank guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the Bidder has failed in complying with the terms and conditions stipulated by the Board in its Bidding Document and payment will be made to the Board without raising any disputes regarding the reasons for such failure on the part of the Bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the Bidder and the COMFED with or without the consent of the bank or any alterations in the obligations of the parties or by an indulgence forbearance shown by the COMFED to the Bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the COMFED may have or hereafter possess against the Bidder and the COMFED shall be under no obligations to marshal in favour of the Bank any such securities or fund or asset that the COMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to COMFED on COMFED's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatching thereof to the Bank by Registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the amount of the Bid security/ Earnest money deposit and it shall in-force until \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Place

SEAL

CODE No.

**NOTE: BIDDERS SHOULD ENSURE THAT THE SEAL AND CODE NO. OF SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEE.**

**Annexure-02**

**(Form of Bank guarantee against Advance Payment)**

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

Bank Guarantee No.

Date:

In consideration of the **Bihar State Milk Cooperative Federation Ltd** there-in-after called the COMFED having agreed to grant an advance of Rs.....(Rupees.....only) dated.....made between the COMFED and M/s.....for the supply / supply erection and commissioning (hereinafter called the said contract / purchase order) on production of a Bank Guarantee for Rs..... (See note 2 below) Rupees .....only)

(1) We.....(hereinafter called the Bank) do hereby Under to pay the COMFED an amount not exceeding Rs.....(Rupees ..... only) against any loss/damage caused to or suffered would be caused or suffered by the COMFED by reason of any breach by the said supplier(s) of any of the terms and conditions contained in the said contract / purchase order.

(2) We.....do hereby under take to pay the amounts due and payable under this guarantee without any demurrage merely on a demand from the COMFED stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the COMFED by reasons of any breach by the said supplier (s) of any of the terms and conditions contained in the contract/ purchase order or by reasons of the supplier(s) failure to perform the said contract/ purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to amount not exceeding Rs.....(Rupees .....) only.

(3) We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract/ purchase order and that it shall continue to be enforceable till all the dues of the COMFED under, or by virtue of the said contract/ purchase order have been fully paid and it's claims satisfied or discharged or till the Ara Dairy certifies that the terms and conditions of the said contract/ purchaser offer has been fully and properly carried by the said supplier(s) and accordingly discharge the guarantee unless a demand or claim under this guarantee made on us in writing on or before.....we shall be discharged from all liability under this guarantee thereafter.

(4) We,....., further agree with the COMFED that the COMFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract/ purchase order to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the COMFED against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract/ purchase order and we shall not be relieved from our liability by reason of any such variation, or extension or for any for act of omission on

the part of the COMFED or any indulgence by the COMFED to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(5) We.....lastly under take not to revoke this guarantee during its currency except with the previous consent of the COMFED in writing.

(6) Notwithstanding anything stated herein above the liability of the bank guarantee is restricted \_\_\_\_\_ to \_\_\_\_\_ Rs.....  
(Rupees.....only) . The guarantee shall remain in force till the .....200.....and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the power under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

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(Signature)

Place

Seal

Date

Code no.

**Note: Suppliers should ensure that seal and code no. of the signatory is put by the bankers, Before submission of the Bank guarantee.**

**Annexure-03**

**(Form of performance Guarantee)**

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

Bank Guarantee No

Date:

This deed of performance guarantee made this \_\_\_\_\_ by of 20\_\_\_\_ (Two thousand-----) \_\_\_\_\_ name and address of the Bank) (herein referred to as the Bank which expression shall unless repugnant to the context or meaning thereof includes its legal representatives, successors and assigns and the **Bihar State Milk Cooperative Federation Ltd.** (thereinafter referred to as the COMFED ) which expression shall unless repugnant in the context or meaning thereof include its legal representative, successors and assignees.

Whereas, COMFED has awarded a Contract and purchase order bearing no. \_\_\_\_\_ dated \_\_\_\_\_ on M/s \_\_\_\_\_ (name and address of the party) hereinafter referred to as the 'Supplier') for the supply and erection and commissioning of \_\_\_\_\_. And whereas, the supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the COMFED terms and conditions of the Bidding document and the contract which will be kept valid up to \_\_\_\_\_ calendar months from the date of Bank Guarantee ( the period would be till end of warranty period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the COMFED and the supplier .

In consideration of the COMFED having agreed to award the contract/ purchase order on the supplier, we \_\_\_\_\_ (name of the Bank) do hereby guarantee, undertake promise and agree to with the COMFED / its legal representatives, successors and assignees that the within named (Name of the Supplier ( their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do legal obligations there-under and we further undertake and guarantee to make payment to the COMFED of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the 10% of the contract in case the Supplier, their legal representatives and assignees do not faithfully perform and fulfil everything within the bidding document and the contract/ purchase order on their part to be performed or fulfilled/ at the time and in the manner herein provided and do not wilfully and promptly do all obligations there under.

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

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

We, (name of the Bank), do hereby undertake to pay an amount equal to 10% of the order value being the amount due and payable under this guarantee without any demur, merely on a demand from the COMFED stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the supplier's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the amount equal to 10% of the total order value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of Bank guarantee ( the period should be till end of warranty period) and till the COMFED certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said supplier and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the COMFED on or before \_\_\_\_\_ we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of Bank), further agree with the COMFED that the COMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/ Purchase order or to extend the time performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the COMFED against the supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/ Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier, or for any forbearance, act or commission on the part of the COMFED to the supplier, or for any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the COMFED may have or hereafter possess in respect of the goods supplied or intended to be supplied and the COMFED shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the COMFED may be entitled to receiving or have a claim upon and the COMFED at its absolute discretion may vary, exchange, renew modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the COMFED on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the bank or by dispatch thereof to the Bank by Registered post at the address of the Bank.

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

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

We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the COMFED writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. The guarantee shall remain in force until \_\_\_\_\_ 20\_\_ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the COMFED under the guarantee shall crease and the bank shall be released and discharged from all liabilities hereunder.

\_\_\_\_\_  
(Signature)

Place:

Seal

Date

Code no.

**Note: Suppliers should ensure that seal and code no. of the signatory is put by the bankers, Before submission of the Bank guarantee.**