

TENDER DOCUMENT

MDUSS: JICA: C.K.M.M: PUR: 2024

Date: 08/06/2026

1. TENDER NOTICE FOR: INVITES BIDS FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF CONTINUOUS KHOA MAKING MACHINE (CKMM) AS PER TECHNICAL SPECIFICATION. QUANTITY REQUIRED: - 01 SET

Invited from Competent Suppliers and Manufacturers companies of **C.K.M.M MACHINE** in two bid tender system for Samastipur Dairy, Samastipur at above address, a unit of Mithila Dugdh Utpadak Sahkari Sangh Ltd, Samastipur through e-tender.

Detailed Tender Notice can be seen on website www.sudha.coop and www.mithiladairy.com. Tender shall remain active from 26/05/2026 to 16/06/2026. All details and tender documents could be downloaded from website <https://eproc2.bihar.gov.in/>

The undersigned reserves the right to reject any or all tender(s) at any stage of tender process without assigning any reason thereof. No cost whatsoever shall be claimed/entertained on such account by the bidder.

Cost of Tender Document – ₹10,000.00 (Rupees Ten Thousand only)

**MANAGING DIRECTOR
MDUSS LTD.
(SAMASTIPUR DAIRY SAMASTIPUR)**



Mithila Dugdh Utpadak Sahkari Sangh Ltd.

Industrial Area Harpur Alowth, Samastipur-848103(BIHAR)

E-Mail: mithila.idis@gmail.com, Mobile: 8407803045, Website: www.mithiladaryi.com



NIT NO.: MDUSS: JICA: C.K.M.M: PUR:2024

Date: 08. 06. 2026

Notice Inviting Tender

(Through e-tendering mode only on website- www.eproc2.bihar.gov.in)

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|----|--|--|
| 01 | Name & address of advertiser | : Managing Director,
Mithila Dugdh Utpadak Sahkari Sangh Ltd.
(MDUSS) Industrial Area Harpur Alowth
Samastipur, Bihar- 848103 |
| 02 | Bid submission Start Date | : From 16.06.2026 (Tuesday) through above
website |
| 03 | Date & time of pre bid meeting | : 23.06.2026 (Tuesday) at 11.30 AM at MDUSS HQ,
Industrial Area, Harpur Alowth Samastipur, Bihar-
848103. |
| 04 | Bid submission End date & time by the
bidders | : 07.07.2026 (Tuesday) up to 17.00 Hours on
www.eproc2.bihar.gov.in |
| 05 | Physical document submission End at
Date & Time as allowed in the Tender
Document. | : 11.07.2026 (Saturday) up to 15:00Hrs. at MDUSS
HQ Industrial Area Harpur Alowth Samastipur
Bihar-848103 |
| 06 | Date, time & place of opening of Tecno-
commercial bid (Bid Part 1) | : 13.07.2026 (Monday) up to 15:00 Hours on
www.eproc2.bihar.gov.in |
| 07 | Date & time of opening of price bid | : Date & time will be communicated later after
approval of techno commercial bid.
www.eproc2.bihar.gov.in |
| 08 | Validity | : 180 Days (One hundred eighty days) |

9.0 Details of work:

Sl. No.	Name of the work/item	Estimated Cost (Rs. in lakh)	Cost of tender document fees to be paid through online	Earnest money to be deposited. (@ 2% of estimated cost)	Bid processing fees to be paid through online (Nonrefundable)	Completion Period.
01	INVITESBIDSFOR DESIGN,SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF Continuous Khoa Making Machine (CKMM)ASPER TECHNICAL SPECIFICATION.	₹ 1,15,46,300	₹ 10,000.00	₹ 230900 (tentative)	As per Eproc2 website	Five (05) Months
02	Rate Should be FOR Samastipur Dairy Samastipur					

Managing Director

SECTION - 1

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

SECTION – 01 INSTRUCTIONS TO BIDDERS GENERAL INSTRUCTIONS

1.1 The Employer named as Mithila Dugdh Utpadak Sahkari Sangh Ltd. (MDUSS), Industrial Area Harpur Alowth, Samastipur – 848103, Bihar invites bids for Design, supply, installation, testing & commissioning of C.K.M.M.

At Samastipur Dairy Under Mithila Dugdh Utpadak Sahkari Sangh Ltd., (MDUSS) Samastipur on FOR basis as defined in the documents and referred to as "the works".

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the General Conditions of Contract.

Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Fund

2.1 The expenditure on this project shall be met from fund under JICA scheme/grant of Govt. of India.

3. Eligible Bidders

3.1 This Invitation for Bids is open to the OEMs as specified in the technical specifications and their authorized dealer meeting the qualifications criteria.

3.2 All bidders shall provide as given in Section 2, Qualification Criteria of Bidders, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant Core management team or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract, involve in supervision of the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the work, and any of its affiliates, shall not be eligible to bid.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices or being blacklisted by the State Govt. or Central Govt. or Public Undertaking, Autonomous Body, or private party.

4. Qualification of the Bidder

4.1 Qualified bidder needs to provide the drawing, layout, Manual book etc. for installation commissioning work for approval prior to execution of work.

4.2 All bidders shall also furnish the information as sought in Section 2.

4.3 Employer will not undertake prequalification of potential bidders unless bidders include the information and supporting documents with their bids as mentioned in Section 2.

5. Cost of Bidding/Bid Document

5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

5.2 Further cost of tender document is prescribed in the NIT which shall be paid online at <https://eproc2.bihar.gov.in/> portal through online mode / internet payment gateway.

6. BIDDING DOCUMENTS

6.1 Content of Bidding Documents

The set of bidding documents comprises the documents listed below:

The bidder is expected to examine carefully all instructions, conditions of contract, terms, technical specifications, bill of quantities, forms, Annexes etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

6.2 Clarification of Bidding Document

6.2.1 A prospective bidder requiring any clarification of the bidding documents may notify MDUSS/Employer in writing or by E-mail at the MDUSS address indicated in NIT. The employer will respond to any request for clarification which he received earlier than TEN (10) days prior to the deadline for submission of the bids. Copies of the employer's response will be forwarded to all purchasers of bidding documents, including description of the enquiry but without identifying its source.

6.3 Pre-bid Meeting

6.3.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time, and date as indicated in NIT.

6.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3.3 The bidder is requested to submit any questions in writing or by email to reach the Employer no later than one week before the meeting.

6.3.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.4 Amendment of Bidding Documents

6.4.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.

6.4.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded on e-portal.

6.4.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause. This is sole discretion of employer.

7. PREPARATION OF BIDS

7.1 Language of the Bid

All documents relating to the bid shall be in the English language.

7.2 Documents Comprising the Bid

The bid shall be uploaded by the bidder as per the bidding document in two separate e-tender formats/part one-portal (after purchase of tender). For any clarification regarding registration/purchase of tender/uploading on e-portal, BELTRON office, Patna may be contacted.

Part-I: Shall be named "Technical Bid" and shall be comprised & be uploaded **1.** Technical offer, Agreed terms and conditions, Deviations if any. **2.** Proof of Earnest money in the form & amount as specified in point. **3.** Qualification Information and supporting documents as specified in Section-2 **4.** Certificates, undertakings, affidavits as specified in Section-2. **5.** Any other information pursuant to Clause of these **instructions to bidders** (ITB). **6.** Undertaking that the bid shall remain valid for the period specified in Clause below. **7.** An affidavit affirming that the information furnished in the bidding document is correct to the best of his knowledge and belief and other affidavit as mentioned in the tender document (In prescribed Format)

Part-II: Shall be named "Financial Bid" and shall be comprised and be uploaded. Bill of Quantities for AUTOMATED THERMOFORMING PACKING MACHINE are uploaded in the tender document. Bidders shall quote their Prices in the financial bid format indicating basic price, packing & forwarding charges, freight, insurance, loading-unloading charges FOR / site basis and taxes are to be uploaded in financial bid format. Final quoted value in reference to B.O.Q & technical specification shall be uploaded / quoted both in words & figures.

No cut & error will be entertained.

Following documents, which are not submitted with the bid, will be deemed to be part of the bid:

7.3 Bid Prices

The contract shall be for the whole works as described in Scope of bids based on the priced Bill of Quantities submitted / uploaded by the Bidder.

All duties, taxes, and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted / uploaded by the Bidder.

The rate and prices quoted by the bidder shall be fixed for the duration of the completion of the Contract and shall not be subject to adjustment on any account.

7.4 Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

7.5 Bid Validity

Bids shall remain valid for a period not less than 180 (one Hundred eighty days) after the date of bid opening (Bid Part 1) as specified in NIT. Bid valid for a shorter period shall be rejected by the Employer as non-responsive.

7.6 Earnest Money/Bid Security

7.6.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as given below: - For project Estimated value/cost up to ₹1 (ONE) Crore 2% (Two percent) of ₹01 (One) Crore. (Project estimated value/cost is mentioned in the NIT.)

7.6.2 This bid security shall be in favour of Employer as named in clause 1.1 above and may be in one of the following forms: **1.** Unconditional Bank guarantees from any Nationalized Indian Bank issued within the state in the format given in section namely Securities & other Forms in foregoing pages.

Further the scanned copy of bid security shall be uploaded on the e-tendering format and the hard copy of the same shall be sent within time schedule as given in NIT in a sealed envelope super scribed with NIT no & date, Name of work and EMD / Bid security.

Similarly, the scanned copy of cost of tender shall be uploaded on and the hard copy of the same shall be sent in time schedule as given in NIT in a sealed envelope super scribed with NIT no & date, Name of work and cost of tender.

7.6.3 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

7.6.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive and will be rejected.

7.6.5 The Earnest money of unsuccessful bidders will be returned within 28 days of finalization of tender.

7.6.6 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

7.6.7 The Earnest money may be forfeited- **1.** if the Bidder withdraws the Bid after Bid opening during the period of Bid validity. **2.** if the Bidder does not accept the correction of the Bid Price. or in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement, or furnish the required Performance Security.

7.7 Format and Signing of Bid

The Bidder shall upload one set of the bid comprising of the documents as described in clause of ITB.

The original copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All papers of the bid where entries or amendments have been made shall be initiated by the person or persons signing the bid.

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

8. SUBMISSION OF BIDS

8.1 Bids shall be submitted as per e-tendering format.

8.2 Deadline for Submission of the Bids

Complete Bids (including Technical and Financial) must be uploaded in due date & time as given in NIT. No tenders shall be uploaded after the due date & time as given in NIT.

The Employer may extend the deadline for uploading / submission of bids by issuing an amendment in which case all rights and obligations are of MDUSS.

8.3 Late Bids

No Bid shall be uploaded after the deadline prescribed in NIT. MDUSS will not be liable for any technical fault with the e-portal.

9. BID OPENING AND EVALUATION

9.1 Bid Opening

MDUSS will open all the uploaded bids on or after due date & time as given in NIT. The Managing Director, MDUSS reserves the right to extend the date & time of opening of the techno commercial part of bid subject to verification of number of participation and in the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened on or after the appointed time and location on the next working day.

As it is an e-tendering, bidders or their authorized representative may or may not be present at the time of opening of the techno commercial bid because a message will be automatically sent to the bidders that their bid has been opened or not.

After opening the technical bid of the tender, the techno commercial part of those bidders will only be considered whose bid security (EMD) & cost of tender will be authenticated by MDUSS with those which were uploaded on the e-tendering format. The envelope containing bid security (EMD) shall be opened first (if EMD is in form of Bank Guarantee then bidders must submit the BG on or before the date & time prescribed in the NIT) and then compared with the scanned copy uploaded. If the amount, form, and validity of the Earnest money & cost of tender uploaded does not conform to the amount and validity with the hard copy, their bid will not be considered and their hard copy of EMD will be returned to the bidder intact.

"Financial Bid" of successful bidders shall be opened on Eproc2 portal after approval of Technical Bid.

9.2 Bid Evaluation

The technical bid of bidders whose instruments are received at MDUSS within stipulated time and submitted online on e-portal as per NIT shall be evaluated after opening of tender on e-portal. After the tender opening, if submitted instruments are not in line with the tendered terms, their bid will be rejected.

Documents pertaining to qualifications as uploaded by the bidder on e-portal will be evaluated. Bidder fulfilling all the criteria as per tender document, their price bid will be opened on e-portal.

9.3 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the work / contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

9.4 Clarification of Financial Bids

9.4.1 To assist in the examination, evaluation and comparison of Bids if required, the employer may, at his discretion, ask any bidder for clarification/supporting documents of his bid, including break up of unit rates. The request for clarification and the response shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

9.4.2 Subject to sub-clause, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time of contract awarded. If bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

9.4.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award, decision may result in the rejection of the Bidders bid.

9.5 Examination of Bids and Determination of Responsiveness

During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria as defined (b) has been properly signed; (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. rates as per bill of quantities & acceptance of technical specifications. No deviation in any shall be accepted.

A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

9.6 Correction of Errors

"Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows: **1.** where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and **2.** where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure or calculation error, the bid amount adjusted with the concurrence of the Bidder in the following manner: **1.** If the Bid price increases because of these corrections, the amount as stated in the bid will be the

'bid price' and the increase will be treated as rebate. **2.** If the bid price decreases because of the corrections, the decreased amount will be treated as the 'bid price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited.

10. AWARD OF CONTRACT

10.1 Award Criteria

Subject to Clause below, the Employer will award the Contract to the Bidder whose Bid has been determined **1.** to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and

10.2 Selection of Bidder (L1)

Lowest bidder (L1) will be decided based on total quoted price in price bid for project on F.O.R basis.

10.3 Employer's Right to accept any Bid and to reject any or all Bids

The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject any or all Bids, at any time prior to the 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 ground for the Employer's action.

10.4 Notification of Award and Signing of Agreement

The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email or facsimile confirmed by registered letter. This letter (hereinafter and as in the General Conditions of Contract called the "Letter of Acceptance" (LOA)) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the total Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause /Point.

The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.

10.5 Performance Security

Within 15 (Fifteen) days of receipt of the **Letter of Acceptance**, (LOA) from the employer the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10 % of the total contract price for work given in LOA.

If the performance security is provided by the successful Bidder in the form of a Bank Guarantee issued by a nationalized Indian bank in the name of Employer, it shall be issued either **1.** at the bidder's option by a nationalized Indian bank within the state or **2.** acceptable to employer.

Failure of the successful Bidder to comply with the requirements of prequalification terms/clauses, general conditions of the contract namely "Cancellation of the contract in full or part" shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

10.6 Advance Payment

The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract in foregoing pages.

10.7 Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

10.8 Alternative Proposals by bidder

Bidder shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract, time for completion, and basic technical requirements as indicated in the specification.

Conditional offers or alternative offers will not be considered under any circumstances further in the process of tender evaluation.

SECTION - 2

QUALIFICATION CRITERIA OF BIDDERS

1. QUALIFICATION CRITERIA

1.1 Bidder shall be OEM (as mentioned in technical specification) or their authorized dealers/distributors and The Bidder, in the same name and style, should be in business at least for last five years at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.

1.2 Bidder's Annual Financial Turnover in the same name and style should not be less than 100% (Hundred percent) of estimated cost of work for which bid has been invited in last 05 years and audited annual reports from a Chartered Accountant firm of last THREE (03) years (any three financial years out of last five financial years) should be mentioned in technical bid format. (Attach/upload audited copies of certificate(s) from Chartered Accountant). For authorized dealers/distributors quoting on behalf of their principals, the turnover of their principals may be considered.

2. Past work experience of similar nature

2.1 Bidders must have successfully completed similar works during last 05 (Five) years ending last day of month before the month in which bid is invited should be either of the following (Scanned copies of work order/ agreement and certificate of completion/ performance of similar work from competent authority of central/ state Govt/ PSU/ Autonomous body /co-operative are to be uploaded):

1. Single project (Similar Nature) of at least 80% of estimated value.

OR 2. Two projects each (Similar Nature) of at least 50% of estimated value.

OR 3. Three projects each (Similar Nature) of 40% of estimated value.

2.2 The definition of similar works is as under: Should have successfully completed Design, supply, installation, testing & commissioning of C.K.M.M.

3.

3.1 Tender of bidders will not be entertained who are having pending work in COMFED (MDUSS Parent organization) or its union/unit exceeding TWELVE (12) months beyond the ordered time schedule i.e. work is delayed beyond twelve months of the timeline specified in purchase order for no fault of purchaser. Purchaser/Employer reserves the right to decide on the liability for delay of work in COMFED/union/unit.

3.2 The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax (PAN), Companies Act, GST. (Supporting Certificates to be uploaded/attached).

3.3 The bidder should have positive net worth in any three financial years out of last five financial years. (Supporting Certificates to be uploaded/attached).

3.4 The bidder should have cash profit in any three financial years out of the last five financial years. (Supporting Certificates to be uploaded/attached).

3.6 Affidavit (on Rs.100.00 Non-Judicial Stamp paper) for not ever being debarred /blacklisted.

4. In addition to the above, the following information/documents should also be uploaded along with the online bid by the bidder for evaluation/determination of their eligibility:

4.1 Copy of Income Tax Returns for three previous financial year.

5. To qualify in the techno-commercial bid, bidder must possess the above pre-qualification terms. They must upload the scanned copies of the required documents in technical bid format of e- tender.

6. Contractor/agencies should satisfy themselves fully about the nature, site work before offering their tender. Plea of any ignorance afterward shall not be considered.

7. Tender without earnest money or insufficient earnest money & cost of tender submitted with tender shall be outrightly rejected.

8. Any minor work not mentioned in the scope of work but is needed for functional requirement of the machinery is to be done by bidder without any extra cost as the project is on F.O.R basis.

8.1 Conditional tender shall be outrightly rejected.

8.2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: **1.** made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

2. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or

9. SAMPLE FORMATS AFFIDAVIT

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. If found fake/forged, the undersigned will be liable for infliction upon the FIR and lawful punishment as well as blacklisting.

The undersigned hereby authorize and request(s) any bank, person, firm, or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

The undersigned understand and agree that further qualifying information may be requested and agree to furnish any such information at the request of the Department Project implementing agency.

(Signed by an Authorized Officer of the Firm) Title of Officer Name of Firm DATE

SECTION - 3

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated.

1.2 "The Contract" means the agreement entered 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.

1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

1.4 "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.

1.5 "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.

1.6 "The Purchaser/Employer" means the Organization purchasing the Goods and services and would include the term "Owner".

1.7 "The Supplier" means the individual or firm supplying the Goods and services under this Contract; and

1.8 "Works" means all goods to be provided and work (Services) to be done by the supplier under the contract.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 For purpose of this Clause "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that are substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 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.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall be extended only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in para 5.1 except for purposes of performing the Contract.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

7.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract.

7.2 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.

7.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the following form:

1. A bank guarantee, issued by a Nationalized Indian Bank/other banks like IDBI Bank treated/approved by RBI to be at par with Nationalized Banks for the limited purpose of acceptance of guarantee or a foreign bank having branch in India. Such bank guarantees shall be valid for additional 45 days after the expiry of the warranty period.

OR 2. Demand Draft or Banker's Cheque in favour of Mithila Dugdh Utpadak Sahkari Sangh Ltd payable at Samastipur.

7.4 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.

8. Inspection and Tests

8.1 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.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Good's destination. Where conducted on the premises of the Supplier or it is 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.

8.3 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.

8.4 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.

9. Tests upon completion (for Supply, installation & commissioning contracts)

9.1 The Supplier shall give to the Purchaser, 21 days' notice of the date after which he will be ready to make the tests of completion (the Test). Unless otherwise agreed, the Tests shall take place within 14 days after the said date on such day or days, as the Purchaser shall notify the Supplier.

9.2 If the Purchaser fails to appoint a time after having been asked to do so or does not attend at the time and place appointed, the Supplier shall be entitled to proceed with the Tests in his absence. The tests shall then be deemed to have been made in the presence of the Purchaser, and the results of the Tests shall be accepted as accurate.

10. Packing and Marking

10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all points in transit.

10.2 Each package shall be marked to indicate:

- 1.** Name of the Supplier
- 2.** Details of items in the package
- 3.** Name of the Consignee
- 4.** Purchase Order number

- 5. Gross, net and tare weights of the item
- 6. Destination

11. Delivery and Documents

11.1 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.

12. Insurance

12.1 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 machinery and equipment in the manner specified in the Special Conditions of Contract.

12.2 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.

12.3 The Supplier shall provide a copy of the insurance policy along with invoice to the Purchaser who will decide to extend the validity of the policy, if necessary.

12.4 Should any loss or damage occur, the Supplier should-

1. Initiate and pursue claim till settlement, and
2. Promptly decide for repair and/or replacement of any damaged items irrespective of settlement of claim by the underwriters.

13. Transportation

13.1 Where the Supplier is required under the Contract to deliver the Goods by the **F.O.R 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.

13.2 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.

13.3 In all cases, transportation of the Goods up to the project site shall be the responsibility of the Bidder and the cost thereof shall be included/ indicated in the contract price.

13.4 Where the Supplier is required under the Contract to deliver the Goods CIF, no further restriction shall be placed on the choice of the ocean carrier.

14. Incidental Services

14.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all the following services:

1. Performance or supervision of on-site assembly and/or start-up of the supplied Goods.
2. Furnishing of tools required for assembly and/or maintenance of the supplied goods.
3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and manuals covering the operation and maintenance of automation software and control systems.
4. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
5. Conduct of 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.

14.2 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.

15. Spare Parts

15.1 The Supplier may be required to provide any or all the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:

1. Such spare parts as the Purchaser may decide / select to purchase from the Supplier, provided that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and
2. In the event of termination of production of the spare parts:
 - a. Advance notification to the Purchaser of the pending termination, sufficient time to permit the Purchaser to procure its needed requirements; and

b. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, when requested.

16. Warranty/Guarantee

16.1 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 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.

16.2 This warranty/guarantee shall remain valid for **18 months** after the Goods have been delivered at site, installed and the machinery has been 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 & HALF years from the date of commissioning.

16.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

16.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, in land delivery of the repaired or replaced Goods or parts from the port of entry to the destination.

16.5 If the Supplier, having been notified, fails to remedy the defect 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.

17. Payment

17.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

17.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by shipping documents, submitted pursuant to Clause, and fulfilment of other obligations stipulated in the Contract.

17.3 Payments shall be made promptly by the Purchaser within forty-five (45) days of submission of an invoice/claim by the Supplier.

17.4 All payments under this contract shall be made in Indian Rupees only.

18. Prices

18.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

19. Liquidated Damages

19.1 The Supplier fails to deliver any or all the goods or perform the services within the time 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.

19.2 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.

19.3 Any incremental taxes and levies on account of delay in performance of the Contract by the Supplier shall be to the Supplier's account.

20. Force Majeure

20.1 Notwithstanding the provisions, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 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, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 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 it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

21.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if:

1. The Supplier becomes bankrupt or otherwise insolvent,
2. The Supplier being a Company is wound up voluntarily by the order of a Court receiver, liquidator or Manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

22. Termination for Convenience

22.1 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.

23. Resolution of Disputes

23.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

23.2 If after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration. The mechanism shall be specified in the Special Conditions of Contract.

24. Governing Language

24.1 The Contract shall be written in the language of the bid, as specified by the Purchaser in the Instructions to Bidders. that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

25. Applicable Law

25.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

26. Notices

26.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram/official mail or telex/fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. Taxes and Duties

27.1 A supplier shall be entirely responsible for payment of all taxes, levy, cess duties, all statutory fees etc.

28. Right to use defective Goods

28.1 If after delivery, acceptance, and installation and within the guarantee and warranty period, the operation or use of the Goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such Goods until rectifications of defects, errors, or omissions by repair or by partial or complete replacement are made without interfering with the Purchasers' operation.

29. Jurisdiction

29.1 This invitation for bids is issued for and on behalf of Mithila Dugdh Utpadak Sahkari Sangh Ltd (MDUSS), Samastipur having its head office situated at Samastipur (Bihar).

29.2 For the settlement of any dispute arising out of the contract against this bid, only the Courts at Samastipur shall have jurisdiction.

29.3 No extra cost in project other than quoted/ordered price.

SECTION - 4

TECHNICAL SPECIFICATION OF CONTINUOUS KHOA MAKING MACHINE (CKMM) FOR SAMASTIPUR DAIRY, SAMASITPUR UNDER JICA FUND.

Quantity: 01 no.

Capacity: 450 to 500 Kg/Hr.

Make: IDMC / ALFA LAVAL / TETRA PAK / SPX.

Functional Requirement: The machine shall be used to give continuous production of concentrated milk suitable for Khoa making. The CKMM shall be CIP-cleanable and skid-mounted.

Basis of Operation: Fresh milk/Pasteurized at 4°C will be heated to the desired temperature of 90°C using hot water generated by steam in a dedicated section of the same PHE.

The milk, now at 90°C, will be transferred to the Scraped Surface Heat Exchangers (SSHE), where it will be processed to achieve a total solids (TS) concentration of up to 30 to 32% at the outlet of the SSHEs.

A balance tank and transfer pump shall be provided after the SSHE for further processing.

Technical Details:

Throughput to the system: 450 to 500 Kg/Hr

Feed total solids (TS): 13.5%

Output at the outlet of the system: 200 to 225 Kg/Hr

Total Solids of product at the outlet: 30 to 32%

Scope of Supply:

[A] Skid Mounted Milk Heater Module.

Type: Plate Heat Exchanger

Capacity: 500 LPH

Product: Raw / Pasteurized standardized Milk or condensed milk

Product Consistency: 13.5 % TS + 8% Sugar for milk or 22-24 % TS (9% Fat + 14.5 SNF) for condensed milk.

MOC of Plates: SS 316/ (0.6 mm thk)

Temperature Program: 4 - 90 deg C (for milk) or 15 - 80 deg C (for condensed milk)

Sections: Heating & Hot water generation

Raw Milk Inlet Temperature: 4 deg C milk or 15 Deg for condensed milk

Hot Milk Outlet Temperature: 90 deg C or 80 deg C

- 1. Float Balance Tank (01 no.):** The float balance tank of 100 liters capacity shall be fabricated from 2 mm thick SS sheet conforming to AISI 304. The tank shall be provided with cover, sanitary type SS (AISI 304) float valve with the product inlet, cup type outlet,

return product inlet, inlet for water, overflow and suitable support legs. The float valve shall be designed to withstand an inlet pressure of 3.0 kg/sq. cm. The Balance tank shall be half open and shall be provided with stationary spray balls.

- 2. Feed Pump (01 no.):** The stainless steel (AISI 316) feed pump shall be standard. Its capacity should be adequate to facilitate efficient CIP. The pump shall be provided with a flanged motor with hygienic mechanical seal arrangement. The motor shall be 3 phase, 415 V (+/-10%), 50Hz (+/-5%), TEFC, squirrel cage with class "F" insulation with IP 55 protection. The pump and drive shall be integrated together. The drive motor shall be fitted with stainless steel SS 304 arrangement for cable connection.
- 3. Flow Controller:** Mechanical Type Stainless steel manual flow control device (01 no.) (SS 304) for Product shall be supplied to maintain the required flow rate. The flow controller shall be of a sanitary design.
- 4. Plate heat exchanger (01 lot):**
 - a) Frames : MS Cladded with SS304
 - b) Plates : SS 316/L and of 0.6 mm thickness
 - c) Gasket : NBR/EPDM
 - d) Inlet/Outlet : SMS Union end
 - e) Thermowell : Suitable numbers
 - f) SS Ball Feet : up to 50 mm height adjustment provision

PHE Milk Heater must be designed considering the CIP cleanability and the CIP flow requirement which should be closed to the production flow.

- 5. Simplex Strainer (01 no.):** SS 304 simplex strainer (Pipe in Pipe Type) shall be provided for the required pre-filtration of milk.
- 6. Hot Water Generation System (01 no.):** The final stage of heating shall be done with steam heated water. The hot water generation system shall be PHE based and shall have an Expansion chamber and other safety devices to take care of the volume of expansion and increased pressure ensuring complete operational safety. It will be designed as per duty parameters required for pasteurization. The system shall be supplied with steam control valve with bypass assembly, expansion chamber, safety valve, water make up valve and a suitable steam trap with bypass assembly.
- 7. Hot water Pump (01 no.):** Hot water pumps will be supplied which will be used for hot water circulation for heating milk up to 90 deg C. It shall be vertical multistage type. Make: Grundfos / Wilo
- 8. PID Control Valve:** One PID Temperature control arrangement for control of pasteurization temperature (i.e. 90 deg C) together with Steam Regulating and manual control valve is included. – (1+1 no.).
- 9. Instruments and Control Panel (01 lot):** The instrumentation and control panel shall be made in standard execution built to dust and vermin proof design. The control panel shall be leg supported and consist of PID Controller for temperature of product with display of set temperature and actual Product temperature.
- 10. Interconnecting SS304 Pipes & Fittings with support/structure (01 lot):** The supply shall include all the necessary SS 304 pipes and fittings from the outlet of balance tank to the finished Product outlet as required interconnecting the above equipment.

(B) Milk Concentration System:

- 1. Balance Tank (01 no.):** The insulated balance tank of 200 liters capacity shall be fabricated from 2 mm thick inner & outer SS sheet conforming to AISI 304 with insulation of 50 mm mineral wool of 120 kg/m³.
- 2. Milk Feed Pumps (02 nos.):** These pumps shall be used to feed milk to the SSHE. The stainless steel (AISI 316) feed pump shall be standard. Its capacity should be adequate to facilitate efficient CIP. The pump shall be provided with a flanged motor with hygienic mechanical seal arrangement. The motor shall be 3 phase, 415 V (+/-10%), 50Hz (+/-5%),

TEFC, squirrel cage with class “F” insulation with IP 55 protection. The pump and drive shall be integrated together. The drive motor shall be fitted with stainless steel SS 304 arrangement for cable connection.

3. Scraped Surface Heat Exchanger (02 nos.)

- a) Product : Heated Milk
- b) MOC : SS 316 for product contact part & SS304 for non-contact part
- c) Utilities : Dry saturated steam at 3 bar (g) and Instrument quality compressed air at 6 bar (g)

4. Balance Tank (02 nos.): The insulated balance tank of 100 liters capacity shall be fabricated from 2 mm thick inner & outer SS sheet conforming to AISI 304 with insulation of 50 mm mineral wool of 120 kg/m³.

5. Product transfer Pumps (02 nos.): These pumps shall be used to transfer the product for further processing. The stainless steel (AISI 316) feed pump shall be standard. Its capacity should be adequate to facilitate efficient CIP. The pump shall be provided with a flanged motor with hygienic mechanical seal arrangement. The motor shall be 3 phase, 415 V (+/- 10%), 50Hz (+/-5%), TEFC, squirrel cage with class “F” insulation with IP 55 protection. The pump and drive shall be integrated together. The drive motor shall be fitted with stainless steel SS 304 arrangement for cable connection.

(C) CIP Supply System:

1. CIP Supply pump (01 no.): The stainless steel (AISI 316) feed pump of 25KLPH shall be supplied. Its capacity should be adequate to facilitate efficient CIP. The pump shall be provided with a flanged motor with hygienic mechanical seal arrangement. The motor shall be 3 phase, 415 V (+/- 10%), 50Hz (+/-5%), TEFC, squirrel cage with class “F” insulation with IP 55 protection. The pump and drive shall be integrated together. The drive motor shall be fitted with stainless steel SS 304 arrangement for cable connection.

2. CIP return pump (02nos.) : The stainless steel (AISI 316) feed pump of 15 KLPH capacity shall be supplied. Its capacity should be adequate to facilitate efficient CIP. The pump shall be provided with a flanged motor with hygienic mechanical seal arrangement. The motor shall be 3 phase, 415 V (+/- 10%), 50Hz (+/-5%), TEFC, squirrel cage with class “F” insulation with IP 55 protection. The pump and drive shall be integrated together. The drive motor shall be fitted with stainless steel SS 304 arrangement for cable connection.

BILL OF MATERIALS

Sr. No.	Description	Quantity
[A]	<u>Skid Mounted Milk Heater Module, 500 LPH.</u>	
1.	Float Balance Tank, 100 L	01 No.
2.	Feed Pump	01 No.
3.	Flow Controller for Product (Mechanical Type)	01 no.

4.	Plate heat exchanger	01 No.
5.	Simplex Strainer	01 no.
6.	Hot Water Generation System	01 no.
7.	Hot water Pump	01 no.
8.	PID Control Valve	1+1 no.
9.	Instruments and Control Panel	01 lot
[B]	<u>Milk Concentration System</u>	
1.	Balance Tank, 200 L	01 no.
2.	Milk Feed Pump	02 nos.
4.	Scraped Surface Heat Exchanger	02 nos.
5.	Balance Tank, 100 L	02 nos.
6.	Product transfer Pumps: These pumps shall be used to transfer the product for further processing	02 nos.
[C]	<u>CIP arrangement</u>	
1.	CIP Supply pump 25 KLPH	01 No.
2.	CIP return pump 15 KLPH	02 Nos.
3.	CIP supply & return pipes, valves & fittings	01 lot
[D]	<u>Interconnecting SS304 Pipes & Fittings</u>	01 lot
[E]	<u>Operation & Maintenance manuals</u>	01 set
[F]	<u>Essential special tools</u>	01 Set.
[G]	ANY OTHER ITEM REQUIRED NOT MENTIONED ABOVE BUT REQUIRED FOR SUCCESSFUL OPERATION OF THE SYSTEM IS IN SCOPE OF SUPPLIER WITHOUT ANY EXTRA COST	01 LOT.

List of Approved Makes:

Description	Approved Make
Milk Heater	IDMC / ALFA LAVAL / TETRA PAK / SPX
Milk Pumps	IDMC/Fristam /ALFA LAVAL / TETRA PAK / SPX
CIP Pumps	IDMC/Fristam /ALFA LAVAL / TETRA PAK / SPX
Hot Water Pumps	Grundfoss/Wilo
Piston type Steam Valves	Spirax/Forbes-Marshall
PID Valves	Samson/Forbes-Marshall
Switchgears	L&K/Siemens/Schnieder/ABB
SS Pipes	RATNAMANI / BHANDARI FOILS & TUBES / RENSA / NEEKA TUBES / APEX TUBES / JINDAL / SHUBHLAKSHMI
SS Manual Valves & Fittings	ALFA LAVAL / IDMC / SWASTIK

BATTERY LIMITS

- (a) All type of civil works is in the scope of PURCHASER. Necessary foundations for equipment based on drawing provided by bidder shall be arranged by PURCHASER. Supply of necessary foundation bolts along with the template, subbase, motor slide rails and all other associated erection materials shall be provided by SUPPLIER.

- (b) Electrical connection to main panel of CKMM is in the scope of PURCHASER. Motor and control power including earthing shall be made available and connected to the electrical control panel of Khoa System by PURCHASER.
- (c) Providing all the service utilities such as milk line, dry saturated steam, instrument quality compressed air, process quality water, raw / soft/RO Water, existing one CIP circuit up to CKMM is in the scope of PURCHASER. The final product shall be left by SUPPLIER at the outlet of product transfer pump for further processing.

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

SECTION - 5

FORMATS OF DIFFERENT SECURITIES & OTHER FORM

1. SECURITIES AND OTHER FORMS

(to be filled by Bidder/Employer)

2. BID SECURITY (BANK GUARANTEE)

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the design, supply, installation, testing and commissioning of [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We [name of Bank] of [name of country] having our registered office at (hereinafter called "the Bank") are bound unto [name of Employer] (hereinafter called "the Employer") in the sum of* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20.

THE CONDITIONS of this obligation are: **1.** If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid. **OR 2.** If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity: **a.** fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or **b.** fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or **c.** does not accept the correction of the Bid Price pursuant to Clause.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE SIGNATURE WITNESS SEAL [Signature, name and address]

*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause of the Instructions to Bidders. ** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

3. PERFORMANCE BANK GUARANTEE

To, [Name of Employer] [Address of Employer]

WHEREAS [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee]* (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limit of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor Name of Bank Address Date

*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

4. BANK GUARANTEE FOR ADVANCE PAYMENT

To, [name of Employer] [address of Employer] [name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause ("Advance payment") of the above-mentioned Contract, _____ (Name & address of Contractor) (hereinafter called "the Contractor") shall deposit with [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee]" [in words].

We, the [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to ----- [name of Employer] on his first demand without any protest or demur and without any right to raise objection and without any right to ask for proof of loss or damages and without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding ----- (amount of guarantee) -- (in words).

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed thereunder or any of the Contract documents which may be made between [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly, Signature and Seal: Name of Bank/Financial Institution Address: Date:

*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment and denominated in Indian Rupees.

5. AGREEMENT PURSUANT TO Tender No..... ()

The agreement, made the day of between (name and address of Employer) [hereinafter called "the Employer"] and (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor in terms of the tender document duly signed by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs.

NOW THIS AGREEMENT WITNESSETH as follows: -

In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz. **1.** Letter of Acceptance **2.** Notice to proceed with the works (Detailed work order for Plant work). **3.** Tender document containing Condition of Contract: General and Special **4.** Contract Data **5.** Additional condition **6.** Drawings **7.** Bill of Quantities and **8.** Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of was hereinto affixed in the presence of:

Signed, Sealed and Delivered by the said

In the presence of:

Binding Signature of Employer Binding Signature of Contractor

60. UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s agree to abide by this bid for a period day for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm) **Designation of Officer Name of Firm**
