



Bihar State Milk Co-Operative Federation Ltd.

DAIRY DEVELOPMENT COMPLEX, P.O. - BIHAR VETERINARY COLLEGE,
PATNA-800014(BIHAR)

E-Mail: purchasecomfed@gmail.com, Website: www.sudha.coop

Annual Rate Contract

FOR

**SUPPLY OF LIQUID NITROGEN (LN2) at Milk
Unions/ Units of COMFED
As per Technical specification.**

**Aggregate annual supply Qty. – 16,96,700.00
Kgs \pm 20%**

Prepared by:

BIHAR STATE MILK CO OPERATIVE FEDERATION LTD (COMFED)

Dairy Development complex .

B. V. College, Patna 800014.



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GENERAL TERMS & CONDITIONS



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GENERAL TERMS & CONDITIONS

The invitation of bid is open to all Manufacturer / suppliers of Liquid Nitrogen who meet the following prequalification criteria: -

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

1. Bidders' average annual turnover over the last three years shall not be less than 05 crore per annum. F.Y. 2022-23, 2023-24, 2024-25.
2. Bidder should furnish certified copy for the following:
 - a) Annual Turnover certificate and Profit/Loss statement for F.Y. 2022-23, 2023-24 & 2024-25 duly certified by a Practicing Chartered Accountant with UDIN.
 - b) Copy of PAN & GST.
 - c) Declaration of Valid Purity Certificate of Liquid Nitrogen (LN2) Gas of 99.99% purity for conforming to specifications of IS 1747:2023.
 - d) Legal Status of the bidder (Proprietorship/ Partnership/ PVT Ltd/ Any other) to be submitted in support of proof.
 - e) The bidder should submit the certificate of Incorporation & date of commencement of Business (Please mention and enclose scanned copy of documents) of the firm.
 - f) Affidavit in support that the bidder has not been debarred/ blacklisted by any of the customers across the country. (Please submit the affidavit on Rs 1,000.00 Non-judicial stamp paper).
 - g) Only those bidders shall be eligible to participate in the tender who have successfully filled/supplied LN2 through cryogenic tankers on Ex-Works basis to Government Organizations, Cooperative Organizations or Public Listed Companies. The bidder must submit documentary proof in the form of Purchase Orders (POs) with Tax Invoices/ Supply Certificates / Completion Certificates or satisfactory performance evidence for such supply. The submitted documents must be in the name of the bidding firm and under the same GSTIN/GST Registration Number of the participating bidder. Documents of sister concern, parent/subsidiary Company, distributor, dealer, branch office with different GSTIN or any third party shall not be considered.
 - h) Minimum qty of LN2 to be supplied by the bidder in F.Y. 2023-24, 2024-25, 2025-26 shall not be less than 250 Tonnes in Govt /Cooperative /Public listed Companies. (1 KG of LN2 = 0.88 SM3 and 1 KG of LN2 = 1.2349 Litres).
 - i) CCoE (Chief Controller of Explosives) License with valid PESO certification from Petroleum and Explosives Safety Organization for transport of a minimum of two LN2 tankers of capacity of 6000 Liters or more for delivery of Liquid Nitrogen.
 - j) The bidder will mention the distance from COMFED (Patna) – 800014 to their plant. The bidder will have to calculate the distance from the following website and attach a screenshot of the same. <https://ewaybillgst.gov.in/P2PDistance.aspx>

Note:

- (i) The above two conditions (1.0, 2.0) are essentially required for bidders to be qualified for opening of their price bid.
- (ii) The rate finalized in Annual Rate Contract will be valid for one year from the date of ARC order, which may be extended further for two years on mutual consent at the same rate and terms & conditions.

(iii) The Work Order and Payments will be directly issued and released in the name of bidder only and no other authorized firm.

[B] Brief description of items to be procured:

Sl.No.	Particulars	Annual Quantity (Kg)	Place of Delivery
1	Liquid Nitrogen (LN2) Gas	16,96,700.00 Kgs ± 20%	Ex-work & F.O.R basis at our Dairies / Unions located at Patna, Barauni, Muzaffarpur, Samastipur, Bhagalpur, Ara, Supaul, Gaya, Purnea, Nalanda

[C] Specification of Liquid Nitrogen (LN2) Gas:

Sl.No.	Parameters
1	Liquid Nitrogen (LN2) Gas of 99.99% purity as per specification of Indian standard (IS) 1747:2023

[D] 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 mentioned in tender document.)

Commercial offers shall contain.

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

Part-II: Price Bid.

It will contain:

The best offer with firm prices in the price schedule format indicating basis of price, packing & forwarding charges, insurance, taxes, unloading & shifting at site basis.

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

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

[D] Firstly, only Part - I 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/requirements, the same shall be sought via email / letter. Revised price bids shall not be entertained.



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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.

[E] Enlistment of multiple bidders splitting/dividing the order among the listed bidders.

(a) COMFED reserves the right to decide on enlisting more than one bidder (L2/L3) on the quoted/negotiated rate of L1.

(b) Enlistment of multiple bidders i.e. L2/L3 for tendered quantity (on the quoted/negotiated rate of L1) and thereafter award of purchase order in between the enlisted successful bidders will be sole discretion of COMFED / Milk Union /Unit and clause (a) above doesn't guarantee enlistment and award of purchase order to L2/L3.

[H] **Other terms and conditions:**

- (i) The bidder shall submit self-declaration on letter head for supply of LN2 gas (99.99% purity) for conforming to specifications of IS 1747:2023 with each consignment supplied as per Annexure-4.
- (ii) The total annual requirement of LN2 gas for COMFED Dairies / Unions may be approximately 16.967 Lakh Kgs $\pm 20\%$ which may be increased or decreased as per actual requirement.
- (iii) The supply quantity of LN2 gas will be calculated after deducting the Tare weight from the Gross weight of Tanker measuring at weighing scale.
- (iv) The rates of LN2 would be valid for 01 year from the date of issue of contract which may be extended for 02 years with mutual consent.
- (v) Minimum order quantity of LN2 will be 7500 Kg on Ex-works basis and 1500 Kg on F.O.R basis.
- (vi) Filing of Liquid Nitrogen into the Silo from the Suppliers' tanker will be done only upto the maximum mark displayed in Silo gauge (Bar) e.g. if the display of the silo gauge is upto 2500 mark then LN2 will be filled only up to 2500 mark. Any excess filling above this mark will be borne by the Supplying firm.

[F] CHECK LIST-

To be uploaded duly signed & sealed (on bidder's letter head) with indication of Yes or No.

S.N.	Particulars	Compliance (y/N)	Page 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?	Yes / No	
4.	Has the offer been kept valid as per tender document?	Yes / No	
5.	Do you specifically agree to the liquidated damage clause as per tender terms?	Yes / No	
6.	Do you agree to furnish the performance guarantee within one month from the date of issuance of Contract?	Yes / No	
7.	Have you attached the proof of supplies as per terms annexure-2 of tender?	Yes / No	
8.	Has the No-deviation statement been furnished as per annexure-3?	Yes / No	
9.	Has the Product compliance certificate been submitted as per annexure-4?	Yes / No	
10.	Has the undertaking against acceptance of all the terms and conditions of Tender been submitted as per annexure-5?	Yes / No	
11.	Do you full fill the eligibility criterion for prequalification?	Yes / No	
12.	If yes, have you attached all the relevant desired documents?	Yes / No	

Note: The documents in respect of information mentioned in check list submitted in the Technical bid should be filled by giving Page No. at which these are attached.

Signature & 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) 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 to all prospective Bidders which have received the Bidding Documents and will be binding on them / uploaded on the website.
- 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 must quote for each item as per the "schedule of requirement". However, bidders must agree to submit their bid for the full quantity specified under schedule of requirement.
- 3.2 Prices indicated on the price schedule shall be entered into separately in the following manner:

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

OR

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

- (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 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 NIT.

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 Indian Rupees only and shall be in one of the following forms.

5.4 Earnest money shall be deposited through payment portal provided by e-procurement portal www.eproc2.bihar.gov.in

5.5 Any bid not secured in accordance with Clause 5.1 and 5.3 will be rejected by the purchaser as non-responsive.

5.6 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.

5.7 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.

5.8 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. The bid security provided under clause 5 shall also be suitably extended. 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 in 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, in 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.
- 9.5 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 the Time of Award

- 10.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the mentioned 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.

The Purchaser reserves the right to accept or reject any or all bids, and to annul the bidding process at any stage prior to the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide reasons for such actions.

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 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 their bid security, pursuant to Clause 5.

13.0 Signing of Contract (For purchase, beyond Rs. 50.00 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.50.00 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 receipt of notification of award of the Contract, the supplier shall furnish performance security of Rupees Five Lacs (Rs 5,00,000.00) to COMFED A/c. Bid security (EMD) of successful/enlisted bidders shall be converted into Performance security and the remaining amount (if any) shall be furnished by the Suppliers within stipulated period after the receipt of notification of award of ARC.

14.2 The Performance Security shall be submitted in an acceptable form, such as a Bank Guarantee or any other form as specified by the Purchaser, and shall remain valid for the duration stipulated in the Contract

14.3 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.

14.4 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 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.

b) Demand draft in favor of **Bihar State Milk Co-operative Federation Ltd.** payable at Patna may be submitted with the tender bid.
Such guarantee shall be valid till the expiry of the warranty period.

14.5 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 quality of LN2 checked randomly by giving sample to BIS / BIS recognized / BIS empanelled labs either at the consignee's site or at the premises of the Supplier for conformation of Specifications as per Indian Standard (IS) 1747:2003.

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 to 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

16.1 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 has to provide LN2 on ex-works basis to the tankers of various Milk Unions.

18.2 The supplier is required under the contract to deliver the goods on F.O.R. 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.

18.3 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.

18.4 In all the above cases, transportation of the goods after delivery shall be the responsibility of the purchaser.

18.5 MOQ of such F.O.R. Orders shall be 1500 KGS and shall be deliverable within 7 days of Purchase Order.

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).
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- (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/ rate/ installed capacity as provided for in the contract.
- 20.2 This warranty/ guarantee shall remain valid for one year 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.
- 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 as mentioned in clause 20.2 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 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 and 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 suppliers 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 affect such deductions from the payment due to the supplier. The remittance of amounts 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 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) If the performance security which is not deposited by the supplier against contract as per clause 14 then, 90 % (ninety percent) of the total supply value shall be paid maximum within 30 days after receipt of entire materials (ordered quantity) in full and after due inspection at site by our concerned milk union /unit within the delivery and commissioning period and certification that supplied and commissioned items are as per ordered specification & quantity.
- (b) 10% (Ten percent) of the supply value shall be paid after successfully completing warranty period on goods supplied subject to NOC received from Unions/Units as per clause 14.
- (c) 100% (hundred percent) of supply value shall be paid maximum within 30 days to the supplier, if performance security has been deposited by the supplier against the contract.



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NOTE :

- Bills to be made in the name of the respective units/unions/COMFED from whom the purchase order against ARC is placed and sent to them directly for payment. The invoices shall be prepared as per approved price break-up (of ARC) only, duly indicating tax rate wherever applicable.
- Minimum Order Quantity: Ex-Works Basis 7500 KGS & F.O.R. Basis 1500 KGS.
- Delivery locations: (COMFED Dairies / Milk unions at Patna, Barauni, Muzaffarpur, Samastipur, Bhagalpur, Ara, Supaul, Gaya, Purnea & Nalanda).

26.0 Validity of Bid price : -

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

27.0 Completion Period: -

As per the date mentioned in PO.

28.0 Arbitration:

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

The court at Patna alone shall have exclusive jurisdiction.

29.0 Risk Purchase Clause: -

In case of non- supplies, short supplies, delayed supplies and supplies not conforming to the order by the supplier, COMFED reserves the right to purchase the Liquid Nitrogen at risk & cost and all expenses including payment in risk purchase shall be adjusted against the security deposit or can be recovered from the pending bills of supplier.

30.0 Price Generalization

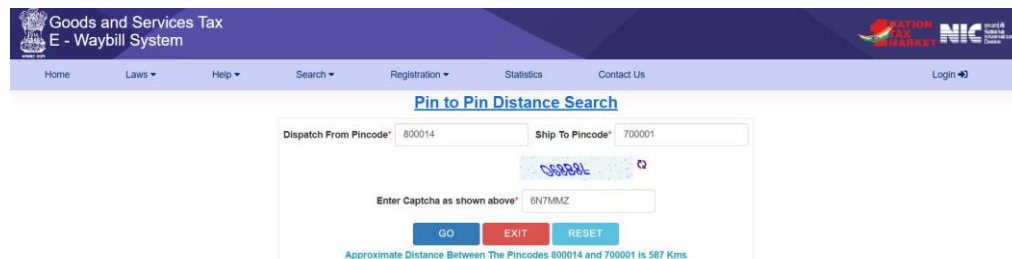
Price will generalize as per the distance from LN2 Plant to COMFED (Patna). The Union will finalize the rate by considering the cost of Liquid Nitrogen along with transportation costs incurred by Union. The formula will be as follows: -

- The bidder will mention the distance from COMFED (Patna) – 800014 to their plant as per e-waybill website by GST Council of India or P2PDistance.aspx site.
- COMFED is considering transportation costs of Rs 40/km and the quantity of LN2 loaded in one tank as 7500 KGS.
- For example, for the plant with shortest distance will be considered as base distance and calculation will be done on extra costs borne by COMFED if LN2 is procured from plant with higher distance.

d. For Example, following calculation is attached for clarification.

	Plant 1	Plant 2	Plant 3
Distance from Patna to Plant	700 KMS	500 KMS	600 KMS
Basic Ex-Works Rate in KGS (R)	Rs 6.00 (R1)	Rs 8.25 (R2)	Rs 7.00 (R3)
Thus as per Data, Plant 2 is closest to Patna			
Difference in Kilometers (D)	(700-500) = 200 KMS (D1)	Nearest plant thus, 0 KMS (D2)	(600-500) = 100 KMS (D3)
Extra Cost Borne by Union for Transportation of LN2 Per KG in Round Trip (T) (Difference X 2 X 40) ÷ 7500 KGS	(200 X 2 X 40) ÷ 7500 = Rs 2.13 (T1)	Nearest plant thus, Rs 0.00 (T2)	(100 X 2 X 40) ÷ 7500 Kgs = Rs 1.07 (T3)
Effective Rate for L1 Comparison (R) + (T)	R1 + T1 = Rs 8.13 per KG	R2 + T2 = Rs 8.25 per KG	R3 + T3 = Rs 8.07 per KG
Hence, Ex-Works Quoted Price for Plant 3 will be considered as L1.			

e. The bidder will mention the distance from COMFED (Patna) – 800014 to their plant. The bidder will have to calculate the distance from the following website and attach a screenshot of the same. <https://ewaybillgst.gov.in/P2PDistance.aspx>



31.0 Price Variation Clause:

- Price Variation Clause will be applicable for LN2 only.
- Rate of LN2 will be variable by Rs 0.15 (15 Paise) if rate of diesel varies by Rs 5.00.
- The same will be decided once a month as per the rate of diesel in the Patna.

The base rate of diesel will be taken from the issue date of ARC. The price of diesel at **BPCL Company Operated Fuel Station** situated at DAK BUNGLOW ROAD CROSSING, PATNA, PATNA, BIHAR, 800001 and the current price of diesel can be viewed on BPCL Website.

Signature & seal of bidder



Bihar State Milk Co-Operative Federation Ltd.

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ANNEXURE - 01

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 Co-op. 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 of _____. And whereas, the supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the COMFED in 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 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 fulfill 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 fulfill 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 willfully and promptly do all obligations thereunder.

In case, the Supplier fails to perform or fulfill 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 fulfill hi obligations and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.



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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 supply 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.



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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 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 _____ 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 COMFED under the guarantee shall cease 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.

IMPORATNT NOTE FOR ISSUANCE OF BANK GUARANTEE:

In Bank Guarantee (BG), issuing Bank must mention advising bank details for authentication of BG as ICICI Bank Ltd., IFSC Code – ICICI0000616, Branch – Raja Bazar Branch, Patna in BG text at which SFMSIFIN760 message to be sent by issuing Bank, to establish the authenticity of given BG.



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ANNEXURE – 2

SUBMISSION OF THE PROOF OF PAST SUPPLIES

Sr. No.	Financial Year	Name and Address of the Purchaser	Order No	Order Date	Quantity Kg	Documentary proof for supply attached (Y/N)
1						
2						
3						
4						
5						

Signature of the authorized signatory with seal / stamp

Name:

Designation:

Date:



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ANNEXURE – 3

DECLARATION OF NO DEVIATION FROM TENDER

(To be furnished on Letter Head)

Name of firm: M/S

Tender No.:

Bidders's offer reference no.:

"We hereby declare that we have read and understood the entire documents and confirm our acceptance to the tender scope, technical specifications and all terms & conditions with NO DEVIATIONS whatsoever."

Signature of the authorized signatory with seal / stamp

Name:

Designation:

Date:



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ANNEXURE – 4

DECLARATION OF PRODUCT COMPLIANCE CERTIFICATE

(To be furnished on Letter Head)

Name of item: Liquid Nitrogen Gas (LN2)

Offered Make:

Model:

“ Certified that the product offered by us meets the technical specification of 99.99% purity for conforming the specification of IS 1747: 2023 strictly as mentioned in Tender and the information furnished is correct and valid.”

Signature of the authorized signatory with seal / stamp

Name:

Designation:

Date:



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ANNEXURE – 5

Undertaking by the Bidder against acceptance of all the terms and conditions of Tender

(To be furnished on Letter Head)

To

The Managing Director
Bihar State Milk Co-operative Federation Ltd (COMFED)
Patna.

Dear Sir,

Tender No.:

Name of work/ supply:

1. I/We are responsible for any damage arising due to delay in supply, non-supply or supply of poor quality LN2 gas.
2. I/We accept payment terms and delivery terms as per tender.
3. I/ We will accept the penalty clause as per tender.

I/ We hereby undertake that we accept all terms and conditions of Tender unconditionally and will supply the product exactly as per the specifications mentioned in tender.

Signature of the authorized signatory with seal / stamp

Name:

Designation:

Date: