

**MANDYA DIST. CO-OPERATIVE MILK PRODUCERS' SOCIETIES UNION LTD.,
PRODUCT DAIRY, GEJJALAGERE - 571 428. MANDYA DIST**

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NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF BMCU'S – 3 KL

BID REFERENCE	•	MANMUL: NDP1:VBMPS-II : BMCU-3KL
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	•	04-07-2018
PRE BID MEETING	•	18-07-2018 AT 14.30 hrs
LAST DATE FOR SALE OF BIDDING DOCUMENT	•	02-08-2018
LAST DATE AND TIME FOR RECEIPT OF BIDS	•	03-08-2018 till 14.30 hrs
TIME AND DATE OF OPENING OF BIDS	•	03-08-2018 at 15.00 hrs
PLACE OF OPENING OF BIDS	•	Mandya Milk Union Ltd., Board Room
ADDRESS FOR COMMUNICATION	•	Mandya Dist. Co-Operative Milk Producers' Societies Union Ltd., Product Dairy, Gejjalagere – 571 428 Mandya Dist.

** Should be the same as for the deadline for receipt of bids or promptly thereafter*

-sd-
Managing Director

SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF BMCU'S – 3 KL

INVITATION FOR BIDS (IFB)

Credit No. : 5074 IN

IFB No : MANMUL: NDP1:VBMPS-II : BMCU-3KL

1. The Government of India has received a Credit from the International Development Association in various currencies towards the cost of project and Mandya District Cooperative Milk Producers' Union Limited, an EIA of the project intends to apply part of the proceeds of this credit to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Mandya District Cooperative Milk Producers' Union Limited now invites sealed bids from eligible bidders for supply of 50 Nos of BMCU of capacity of 3KL
3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.
4. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the Mandya District Cooperative Milk Producers' Union Limited, product dairy, gejjalagere, India.
5. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of Managing Director, Mandya District Cooperative Milk Producers' Union Limited, Gejjalagere payable at Gejjalagere
6. The bidding document may be obtained from the office of the Mandya District Cooperative Milk Producers' Union Limited, Gejjalagere payable at Gejjalagere during office hours namely, from 10 am to 04 pm, on all working days either in person or by post. The Mandya District Cooperative Milk Producers' Union Limited department will not be held

responsible for the postal delay. If any, in the delivery of documents or non-receipt of the same

- (a) Price of bidding document (non-refundable) : Rs. 1500/- + 18% GST (Rs. 1770/-)
- (b) Postal charges, inland : Rs. 250/-
- (c) Postal charges, overseas :
- (d) Date of commencement of sale of bidding document : 04-07-2018
- (e) Pre Bid Meeting : 18-07-2018 AT 14.30 hrs
- (f) Last date for sale of bidding document : 02-08-2018
- (g) Last date and time for receipt of bids : 03-08-2018 till 11.30 hrs
- (h) Time and date of opening of bids : 03-08-2018 at 02.30 hrs
- (i) Place of opening of bids : Mandya Milk Union, Board Room
- (j) Address for communication : Mandya Dist. Co-Operative Milk Producers Societies Union Ltd., Product Dairy, Gejjalagere - 571 428. Mandya Dist.

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above. Electronic bidding will [will not] be permitted. Late bids will be rejected.

8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

-sd-
Managing Director

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1. PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.

1.2 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds

2.1 The Government of India (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-

consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts . In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank

to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures , including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits

and Grants shall be not be eligible to be awarded a contract.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser or Borrower or Sub-Borrower.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible
Goods and
Related
Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it

necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security, in accordance with ITB Clause 21, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) Manufacturers authorization form.

(i) any other document **required in the BDS.**

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall confirm to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) **For Goods:**

(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any GST / sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.

(b) **for the Related Services**, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

(ii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.7 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 The Bidder shall quote in Indian Rupees only.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(ii) Supplies for any particular item in each schedule of the bid

should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.

(b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

(c) Bids from Joint Ventures are not acceptable

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as by the factor 7% for each week or part of week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized / Scheduled Bank in India.

(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 45 days beyond the validity

period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
 - (iii) does not accept the correction of errors in procurement of ITB 31,or,
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 Not used

21.7 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;

(c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23.4 Talex, Cable or Facsimile bids will be rejected as non-responsive.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the

signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will not be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

30.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the bid security may be forfeited.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

(c) Bid Security in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical

33.1 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC. without material deviations or reservation. Deviations from or objections or reservations to critical provisions such as

Evaluation

those concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. 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.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

Not used

35. Domestic Preference

Not used

36. Evaluation of Bids

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

36.4 The Purchaser's evaluation of a bid will exclude and not take

into account:

(a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Postqualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Publication of Award

42.3 The Purchaser shall publish in a www.manmul.coop the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

Recourse to unsuccessful Bidders

42.4 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-one (21) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performan

44.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall

ce Security

furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>The Mandya Dist Co-operative Milk Producers Societies union limited</i>
ITB 1.2	The name and identification number of the NCB are: <i>MANMUL:NDP1 VBMPCS-II:BMCU 3 KL</i> The number, identification and names of the lots comprising this NCB are: <i>MANMUL:NDP1 VBMPCS-II:BMCU 3 KL</i>
ITB 2.1	The Borrower is Government of India
ITB 2.1	The name of the Project is: National Dairy Plan I (National Dairy Support project) VBMPCS-II
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr

B. Contents of Bidding Documents

ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: <i>Manager (Purchase)</i> Address: <i>Purchase Department, The Mandya Dist Co-op Milk Producers societies Union Ltd, Gejjalagere</i> City: <i>Mandya</i> PIN Code: <i>571428</i> Country: <i>India</i> Telephone: <i>08232-274572</i> Facsimile number: Electronic mail address: <i>manmulpurchase@gmail.com</i></p>
C. Preparation of Bids	
ITB 11.1(i)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15; <input type="checkbox"/> Tender fees, in cases where tender document downloaded from our website. <input type="checkbox"/> Bid Security, in accordance with ITB Clause 21, if required; <input type="checkbox"/> written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22; <input type="checkbox"/> Any other supporting document required in the BDS. <input type="checkbox"/> Documents for Conformity of Goods and related services <input type="checkbox"/> Supporting Documents against Post Qualification requirement <input type="checkbox"/> Deviation/Non-Compliance Statement(as per Annexure B) <input type="checkbox"/> Drawing of BMC Tank whole tank and Drawing of Condensing Unit should be attached for our knowledge purpose.
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The Incoterms edition is Incoterm 2010.
ITB 14.6 (a) (iii)	“Final destination (Project Site)”:Village Level based Dairy Cooperative Societies (DCS) as per annexure-A
ITB 14.6 (c)	Bidders may check if any exemption under GST is available or not. PMU, NDDDB or EIA would not be responsible for any exemption.

ITB 14.7	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>10 years</i>
ITB 19.1 (a)	Deleted
ITB 20.1	The bid validity period shall be 120 days.
ITB 20.3	Deleted
ITB 21.1	(a) Bid Security shall be in the form of DD OR BANK GUARANTEE issued by any Nationalized/Scheduled Bank in India. Bid shall include a Bid Security included in Section IV Bidding Forms;
ITB 21.2	The amount of the Bid Security @ 2% of bid value Rs. 1155000/- should be paid in favour of MANAGING DIRECTOR, MANDYA DISTRICT CO-OPERATIVE MILK PRODUCERS’ SOCEITIES UNION LIMITED., Payable at GEJJALAGERE
ITB 22.1	In addition to the original of the bid, the number of copies is: One
	D. Submission and Opening of Bids
ITB 23.1	Bidders “ <i>shall not</i> ” have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>Not Applicable</i>
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: MANDYA DAIRY :NDP 1 VBMPS-II_BMCU - 3KL
ITB 24.1	For bid submission purposes, the Purchaser’s address is: Attention: <i>Managing Director</i> Address: <i>The Mandya Dist Co-op Milk Producers societies Union Ltd, Gejjalagere, Maddur Taluk, Mandya Dist.</i> City: <i>Mandya</i> PIN Code: <i>571428</i> Country: <i>India</i> The deadline for the submission of bids is: Date: <i>02-08-2018</i> Time: <i>15.00 hrs</i>

ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street Address: Board Roon, <i>The Mandya Dist Co-op Milk Producers societies Union Ltd, Gejjalagere, Maddur Taluk, Mandya Dist.</i> City: <i>Mandya</i> Country: <i>India</i></p>
ITB 27.1	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>Not applicable</i></p>
E. Evaluation and Comparison of Bids	
ITB 36.3(a)	<p>Evaluation will be done on the basis of total bid price inclusive of any other charges but excluding GST</p>
ITB 36.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria</p> <p>(a) Deviation in Delivery schedule: NO. (b) Deviation in payment schedule: NO.</p>
ITB 36.4	<p>(a) Evaluation will be done on the basis of Total Bid Price excluding GST (b) No price adjustment will be allowed during the period of execution of contract.</p>
ITB 36.6	<p>Not Applicable</p>
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Contents

1. Evaluation Criteria (ITB 36.3 {d})
2. Multiple Contracts (ITB 36.6)
3. Post qualification Requirements (ITB 38.2)

1. Evaluation Criteria (ITB 36.3 (d))

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive.

- (b) Deviation in payment schedule. [insert one of the following]

No deviation in payment terms is acceptable. Bids with deviation in payment terms shall be treated as non-responsive.

2. Multiple Contracts (ITB 36.6)

The Purchaser shall award the contract to the Bidder that offers the lowest evaluated Price and meets the post -qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

3. Post qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The eligible bidders may be those who have an annual turnover not less than Rupees 20 (Twenty) crore in each of preceding 3 financial years. (2017-2018, 2016-2017,2015-2016)

Only Manufacturer will be allowed to participate against this Tender & He should be registered manufacturer since last 5 years as on March 2017

Joint Ventures will not be allowed.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

4. Bidder should have already supplied more than 500 closed type BMCs of all capacities to other Milk Cooperative Union/Producer Companies/Federation in India in the same name during the last 3 Financial years. (Cumulative basis) (2017-2018, 2016-2017,2015-2016)

Bidders shall have an experience in field of BMC business in India since last 5 years.

(c) The Bidder must furnish details of supplies made by him in the last five years in Performa attached in Section VI, and other supported documents to demonstrate that bidder is meeting Post Qualification requirement.

SECTION IV – BIDDING FORMS

Table of Forms

Bidder Information Form	38
Bid Submission Form.....	39
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Price and Completion Schedule - Related Services	44
Bid Security (Bank Guarantee)	45
Manufacturer’s Authorization	DELETED

Section V. – Eligible Countries

Public Information Center

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:¹

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

¹ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:
NCB No.:

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;

(d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.6;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

(n) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

PRICE SCHEDULE

Date: _____
 NCB No: _____
 Alternative No: _____
 Page N° _____ of _____

1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Delivery Date	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination	GST payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
1	BMCU-3 KL	[insert quoted Delivery Date]	50 Nos	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Total Price								

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

						Date: _____
						NCB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
	<i>Insert after modifying as appropriate deleting inapplicable items from the following:</i>					
	<i>Performance or supervision of the on-site assembly and/or start-up of the supplied Goods</i>					
	<i>Furnishing of tools required for assembly and/or maintenance of the supplied Goods</i>					
	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods</i>					
	<i>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</i>					
	<i>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</i>					
					Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

BID SECURITY (BANK GUARANTEE)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert name and address of Purchaser]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency]*, *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, and (iii) does not accept the correction of Bid price pursuant to ITB Clause 31.

This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) forty-five days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Signature(s) of authorized bank's representative(s)]

PART 2 - SUPPLY REQUIREMENTS

SECTION VI – SCHEDULE OF REQUIREMENTS

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1. LIST OF GOODS AND DELIVERY SCHEDULE

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the	Bid Security in Indian Rupees
1	BMCU -3 KL and other accessories as per technical specifications attached	50	Number	AS PER ANNEXURE-A	After one month from the date of Purchase Order(PO) release	Within four months from the date of PO Release.		2% of Contract Value Rs. 1155000/-

2. List of Related Services [ITB Clause 14.6(b)] and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	BMCU 3KL	50	Number	As mentioned in Annexure A	Within four months from the date of P.O. release
2	<i>Furnishing of detailed operations and maintenance manual <u>in Kannada</u> for each appropriate unit of supplied Goods</i>	50	Number	As mentioned in Annexure A	Within four months from the date of P.O. release
3	<i>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</i>	50	Number	As mentioned in Annexure A	Within four months from the date of P.O. release

3. TECHNICAL SPECIFICATIONS

3. TECHNICAL SPECIFICATIONS FOR 3KL BMC'S

3. Scope of the bidder

- **3.1 Scope**

- The bidder's scope start from pump feeding system with balance Tank it shall be pumped to Bulk Milk Cooler. The balance tank shall be of AISI 304 construction, for bulk milk cooler (BMC) of 3000 litres capacity the capacity of tank must be of 200 litres. From BMC, the milk shall be transferred to Road Milk Tanker (RMT) through SS pump supplied along with BMC.

Installation & Commissioning

The total job is on turnkey basis and includes supply, unloading at site, installation, testing, commissioning and training of the field personnel. Minor civil works, providing & grouting supports are included in the scope. Moreover, supplier has to demonstrate performance trial runs after commissioning of the unit to the Client. Any other item not mentioned explicitly, but required for proper functioning of the system, has to be provided by the bidder at no additional cost to the client. Supplier should depute Experience and Qualified Technician for Installation and Commissioning.

Preventive Maintenance

During One year warranty period supplier will be do preventive maintenance at society level at ones every month of free of cost. Also, if any of the part failed or burnt during warranty period supplier should be provide these spares in free of cost.

Service during warranty period

During warranty period, if any complaint will come from Village Level Cooperative Societies(VDCS) for BMC. The complaint must be attended within 12 hours. If any component are burnt ,supplier should be replace that components within 24 hours.

Training

Supplier will give training of BMC to society level BMC Operator at the time of commissioning (two time of Milk collection).If training require by society secretary or operator,training arrangement should be done by supplier in group by the free of cost.

Service-centre (store)

Service centre shall be established in Mandya District, so that complaints can be easily resolved within 12 hours & spares easily provided within 24 hours. If any component of BMC require, the component should be easily available in store.

Calibration: Calibration of the BMC tank must be done by supplier at the time of BMC Commissioning and also provide the lag-locking photographs after satisfied calibration. Also supplier have to give calibration certificate of temperature indicator quarterly during warranty period.

DIRECT EXPANSION TYPE BULK MILK SPECIFICATION NO.
COOLING SYSTEM 01.13.005.00 R1
(3000 L capacity) (2009)

1. General Description

Design, supply, installation, testing and commissioning of Direct Expansion type bulk milk cooling systems including all accessories & items given in the detailed scope of supply, on turnkey basis.

2. Functional Requirement

These systems would be installed in village Dairy Co-operative Society (DCS)/ village milk collection centre, which collects milk everyday in the morning & evening from milk producers. The milk collected shall be stored in the bulk milk cooler and cooled from ambient temperature to 4^o centigrade. The stored milk shall be dispatched to dairy plant through insulated road milk tanker once in a day.

3. Design Requirement

3.1 Capacity

The net capacity of the bulk milk cooler shall be as mentioned above and as per the requirement given in the enquiry/tender document. However, the gross capacity in all the sizes shall be around 10% higher than the rated capacity to avoid accidental spillage of milk due to agitation or any other reason.

3.2 Applicable manufacturing/ design code

3.2.1 Bulk Milk Cooler (BMC)

The BMC tank shall meet the requirements of **ISO 5708 – 2 II (Latest version)** for milk collection cycle of two times in a day with not more than 3.0 hours cooling time from 35 to 4 Deg. C for all milking* and not more than 1.5 hours for second milking* i.e. from 10 to 4 Deg. C.

For design of condensing unit for BMC **ARI Standard 520-2004** (Air-Conditioning & Refrigeration Institute, Arlington, Virginia) for ambient temperature condition shall be applicable.

The tank shall be of an established & proven Direct Expansion type design, in regular production & use and not a prototype.

(*Note: All milking means quantity of milk received in either morning shift or evening shift. When a Tank for two milkings is either empty or contains 50% of its' rated volume of milk at 4⁰ C, and 50% of the rated volume of milk at 35⁰ C is added in one batch, all of the milk shall be cooled to 4⁰ C in not more than the specified cooling time.

If a volume of milk corresponding to the second milking is added to the tank, the total volume of the milk shall be cooled to 4⁰C in not more than specified cooling time.)

3.2.2 Refrigeration System

The refrigeration system shall be designed to meet performance ratings of positive displacement condensing units specified in **ARI Standard 520- 2004**.

3.2.3 Accessories

Accessories like diesel generator set, electric & control cables, control panel, temperature sensor, electrical switchgears, refrigeration control valves & fittings etc. shall be of approved make as detailed in the specifications and shall meet the requirement of the latest relevant **Indian electricity rules**, ISO/BIS Standards.

4. Scope of the bidder

4.1 Scope

The bidder's scope starts from receipt of milk in milk can with SS 304 funnel with SS mesh and then manual pouring in to a balance tank (200 litres) and pumping to bulk milk cooler. Alternatively, a 50 litres balance tank with an outlet valve will be placed on a weighing machine (weigh machine not included in scope) platform from which milk will be discharged into the 200 litres balance tank. In some cases, the reception equipment will include a can tipping bar. The balance tank of capacity 200 litres shall be made up of SS sheet conforming to AISI 304. From BMC, the milk shall be transferred to Road Milk Tanker (RMT) through food grade quality flexible hose of adequate length and milk transfer pump through the pump supplied along with BMC.

4.2 Supply

The bulk milk cooler shall be a complete unit with the refrigeration system, agitator(s), lockable inlet & outlet valve with strainer. Also includes supply of AISI 304 balance tank with SS 304 filter for pumped system, SS piping & milk hose of food grade quality, unions and milk transfer pump of 5000 LPH, SS 304 pipes & fittings, erection materials, pipe supports, floor plates, hinged type pipe clamps. The hose pipe shall be 10 metres long and end with SS liner and blank nut chained with the hose. A wall mounted SS hook of adequate size for hanging the milk hose pipe roll shall also be provided. The scope includes electrical & control panels and interconnecting cables, cable conduits shall also be supplied, earth pit pipes with removable cover & earthing as required by local electrical regulation.

The indicative distances between BMC outlet to milk pump inlet - 3 m, BMC to Mains power point & DG set – 20 m may be considered for calculating cable, SS piping requirement, supports etc. However, the exact distances shall be as per site conditions and complete piping & cabling necessary for installation shall be supplied.

4.3 Installation & Commissioning

The total job is on turnkey basis and includes supply, installation, testing, commissioning and training of the field personnel. Minor civil works, providing & grouting supports are included in the scope. Giving satisfactory training to the staff of the collection centre and trial runs for the complete unit. Moreover, supplier has to demonstrate performance of the unit as per operating parameters to the Client.

5. Constructional Features

5.1 Bulk Milk Cooling Tank

5.1.1 Material of construction

Complete tank inner, outer, evaporator bottom including the accessories, as under, shall be fabricated from Stainless Steel AISI 304 material.

Piping&fittings, Filter,Lock ablecover, Agitator shaft & blade. Adjustable ball feet
with50mmheightadjustment,

Dipstick, Outlet & Inlet valves, blank flanges, ladder & manhole of about 45 centimeters diameter, Air Vent etc. for closed type milk cooling tank.

The filter screen shall be fine wire mesh. All the gaskets shall be of food grade nitrile or neoprene rubber material. The AISI 304/316 evaporator shall be dimpled pressed plate jacket put as bottom plate of the inner tank. The bottom evaporation surface in contact with milk as well as outer SS cladding is passivated by standard chemical treatment to impart corrosion resistance.

5.1.2 Shape & Orientation

The BMCs 3000 lit capacity, shall be closed type horizontal circular/elliptical cross sectional shape with top man hole. The shape of the BMC tank shall conform to international sanitary design.

5.1.3 Milk Cooler Tank & Evaporator

The AISI 304 tank for the bulk milk cooler should be either in circular or elliptical orientation, which imparts smooth distribution of the fat in milk when agitator is set in to operation.

The tank shall be so designed that all surfaces in contact with milk are readily accessible either in their position or after dismantling to permit thorough cleaning.

Inner Vessel:

All joints shall be TIG welded, any filler rod used being suitable for the parent metal. All welds shall be ground smooth and free from crevices, porosity and brittleness. All milk contact metallic surfaces of the inner vessel and its attachments should have finish not less than 150 grit finish.

Any permanent attachment to the inner vessel shall be welded with fillet radii not less than 6 mm.

All parts of the inner vessel shall drain directly to the outlet.

Internal corners formed round the bottom of the inner vessel and outlet well shall be of not less than 25 mm in radius. Other internal corners shall be not less than 15 mm in radius.

The bottom dimpled jacket for refrigerant flow is to be fabricated through laser welding technology. In cylindrical/ elliptical tank the jacket shall be at least up to 1/3 height of the tank. Should be double compressor, total evaporator area shall be divided and separated into two sections. Each section shall have separate suction & discharge connecting to each compressor. The evaporator surface in contact with the milk should be passivated by standard treatment to impart corrosion resistance.

5.1.4 Tank Fittings & accessories

The tank shall be provided with **stainless steel inlet with special "no-foam" design**, outlet 38/51 mm butterfly valve & blank union with locking arrangement, SS spray balls, a sampling cock lockable type at outlet before butterfly valve, manhole and cover with locking arrangement, agitator etc.

At the bottom of the outlet cup on the outer surface, a temperature sensor shall be permanently fixed. It shall sense the temperature of the surface at the outlet and transmit the signal to the digital indicator. The digital type temperature indicator shall be provided in the control panel with back up battery.

The tank shall be provided with SS calibrated dipstick to measure the volume of milk inside the tank. The dipstick shall be graduated from 10% or less to not less than 100% of the rated volume. Each division on dipstick shall represent a volume not greater than 0.5% of the rated volume & it should be **laser marking**. The calibration chart of dipstick having adequately bold letters shall be laminated / framed and shall be supplied with BMC. The tank shall be equipped with agitator(s) capable of producing a uniform distribution of fat in the milk.

All SS fittings shall be of SMS standard.

The BMC shall be provided with 1 (one) AISI-304 filters with SS fine wire mesh suitable to filter extraneous matter such as dust particles, hay, flies, cow dung pieces

/ particles etc. The filter shall be designed and installed in such a way that it can frequently and easily be cleaned.

The approach ladder for manhole cover shall be an in-built feature of the unit. The tank shall be provided with AISI 304 adjustable ball feet tamper proof type having provision of 50 mm height adjustment. Provision of a bolt for earthing connection may be provided on one of the legs. Number of ball feet shall be minimum 4 for small capacity tank and 6 for bigger tank.

5.1.5 Balance Tank, Capacity 200 Litres

The balance tank of 200 litre capacity shall be of sanitary design, fabricated from SS 304 sheet of 1.6 mm thick for shell & 2 mm bottom. Outlet S S Cup and sufficient slope shall be provided at bottom of tank for complete draining of milk.

The dimension of tank and fittings shall be suitable to meet milk collection operations at centre. I no SS removable cover (1.0 mm thick) shall be provided. S S filter made from 1.6 mm S S plate with 2 mm dia holes (Removable type) to be provided for placement in the balance tank to remove coarse suspended impurities from milk. Four number Ball feet shall be provided for height adjustment of 50 mm. All fabricated parts shall be polished neat to 150 grit.

5.1.6 Stainless Steel Sanitary Milk Pump

5 KLPH, 10 MWC capacity 3 Phase milk pump shall be supplied for pumping milk from balance tank to BMC and BMC to road milk tanker. Pump impeller & casing shall be made out of SS AISI 304/316 material. All milk contact surfaces shall be finished to minimum 150 grits. The pump should be of sanitary design. Inlet & outlet of the pump shall have ends with SMS union. The pump shall be provided with approved make motor having 'E'/'F' class insulation and IP 55 protection. The flanged end motor shall have stainless steel shaft having hygienic mechanical sealing arrangement to prevent leakage from pump casing to rotor side of the motor. Pump shall have SS shroud with air ventilation grill for circulating cooling air. The pump shall have SS adjustable ball feet.

5.1.7 Insulation

The insulation of the tank shall be done by injection, in situ, of high density (minimum 40 kg/m³, Chlorofluorocarbon free and environmental friendly) polyurethane foam without having any imperfection and hygroscopicity. The efficiency of insulation should be such that at max 50^o C ambient temperature the rate of rise of the mean temperature of the milk shall not exceed by 1^oC in four hours, when the rated milk volume initially at about 4^oC is allowed to stand

undisturbed as per the requirement of ISO 5708 2 II when the refrigeration unit is not working.

Thickness of Insulation :

- Minimum 90mm Bottom & 50mm in surrounding,
- Ball feet specially made to prevent tempering, which could result in erratic measurement.
- Agitator in SS 304 construction complete with direct mount specially designed motor. The agitator is designed for producing uniform distribution of fat in milk.

5.1.8 Welding & Finishing

Inner, outer, intermediate dimpled jacket and nozzle connections shall be welded with TIG process only. The inner shell and all other product contact surface shall be polished up to minimum 150 grit finish. The outer surface to be polished with 150 grit dull finish or a circle finish.

5.2 Refrigeration System

- I. The refrigeration system shall be designed to comply with **ARI Standard 520-2004** and to meet the requirements of milk collection system of ISO 5708, Class 2
The refrigeration system shall be of direct expansion type, with Freon-22 (R-22) / 404A / 407C/ CFC free environmental friendly refrigerant to cool the raw milk from reception temperature to 4^oC in the prescribed period mentioned. The evaporator(s) of the refrigeration system shall form a part of the milk tank body as dimpled

jacket in the inner shell bottom at least up to 1/3rd height of the circular/elliptical (closed) tank. It would be better in case the system is compatible for the refrigerant R 404A/407 C. The refrigeration system shall be direct expansion type to perform cooling function in an ambient temperature of 46^oC with air-cooled condenser.

5.2.1 Compressor

The refrigeration compressor shall be adequate enough to ensure that milk is cooled to 4^oC in the prescribed time limit and suitable to operate at 0^oC suction temperature and 60^oC condensing temperature (air-cooled condenser) assuming 46^o C ambient temperature.

The refrigeration compressor (s) shall be Energy Efficient Hermetically Sealed Scroll Compressors type essentially suitable for refrigerant type R-22/R-404A/R-407C application in hot & humid Indian climatic conditions. The motor of the compressor should have a thermistor temperature sensor embedded in windings for protection from excessive heating due to overloading or short-circuiting. Similarly, a protection against off cycle migration of refrigerant to the compressor is necessary in the refrigeration unit, preferably a self-regulating PTC crank case heater. The compressors selected should be energy efficient and consume least power to meet the cooling load requirements.

For the bulk milk coolers should provide two refrigeration compressors system.(Each System Contains two Fan)

The complete system shall work on three phase mains supply.

5.2.2 Condenser

The condenser shall be air cooled finned tube type having sufficient heat transfer area designed for extremely high ambient temperature given above. The air circulation fan of condenser shall preferably be induced draft type sucking cold air
By

Two Nos of Fan per Compressors and throwing hot air out of the premises/place of installation. The condensing temperature should not be less than 60^o C considering operating ambient temperature of 46^o C.

5.2.3 Receiver

For refrigeration circuit a suitable size liquid receiver mounted on the skid near compressor to assist system to store refrigerant during pump down cycle as well as in case of maintenance.

5.2.4 Thermostatic Expansion Valve

Suitable size and capacity Thermostatic expansion valve should be provided in the refrigeration circuit of the bulk milk cooler. The TX valve should be Maximum Operating Pressure type and of adequate capacity to feed optimum quantity of refrigerant to the milk cooling tank evaporator.

5.2.5 Refrigerant pipe, fittings & controls

All pipes, valves, fittings & controls shall comply with the latest relevant BIS code applicable. Isolation valves at suction & discharge sides of the compressors is provided for compressor isolation, during maintenance of the system. A suction pressure regulating valve (KVL) shall be provided to restrict suction pressure within a reasonable limit for preventing tripping of compressor. Copper tubing shall be routed in such a way that if any leakage occurred during operation can easily be detected and the defective portion can be repaired/ replaced without dismantling the whole system. All the pipes shall be clamped properly with fixed support. In double compressor system, pipe, fitting & control should be designed in such a way that both the compressors can run independently. The tubing shall be insulated wherever necessary.

6. Electrical Control Panel

6.1 Control Panel

Four control panels shall be provided, one for the main power supply tapping, second for the refrigeration unit, the third for the milk tank and fourth for lighting, testing equipment and computers etc. Each panel shall be provided with suitable switchgear of required ratings for switching and protection as per the system requirement. The incoming and outgoing power supply terminals shall be covered and secured with a lead seal to prevent tampering. The door of the panels should be provided with lockable handles.

6.1.1 Main Control Panel with Automatic Voltage Stabilizer

This should be suitable to receive the incoming State Electricity Authority grid supply as well as supply from BMCs D G Set. Grid supply to be stabilized for voltage fluctuation by an automatic type voltage stabilizer. Output electric supply either stabilized grid supply or DG Set supply, to be selected through a change over switch. Provision to be made in this control panel to feed output supply to the refrigeration unit & BMC agitators through refrigeration control panel, to milk dispatch pump & to lighting Distribution board.

D G set & stabiliser are to be of three phase.

This panel is to be of rating **20 KVA three phase** for 3 KL BMC.

For 20 KVA 3 phase Automatic stabilizer, following major components shall be provided:

1. The incoming grid power (Phase voltage 180 to 280 volts) shall be given through TPN MCB of suitable rating . Relay system to be provided to ensure that if incoming voltage is either less than 180 volts or more than 280 volts in any phase, stabiliser stops incoming power to stabiliser for it's safety
2. LED type Indicator lamps (R, Y, B) on the individual phases of supply.
3. A bypass switch of suitable rating for by passing correcting transformer
4. Correcting transformer, air cooled type, for each phase, with 6 steps each of 20 volts (phase 180-200-220-240-260-280 V) to be controlled through a relay system or servo controlled .
5. A Change-Over TPN switch of suitable rating between DG Set and corrected mains Power supply
6. A digital input and output (corrected) voltage /current/frequency indicator with selector Switch for all three phases. The indicator shall be so provided as to be visible from a distance of at least 5 metre, and so located as to requiring no special effort to see the readings.
7. TPN MCB of suitable rating for correcting transformer ON/ OFF
8. TPN MCB of suitable rating for supplying power to Refrigeration Panel .
9. TPN MCB of suitable rating for supplying power to lighting DB
10. TPN MCB of suitable rating for supplying power to starter of milk pump. Paralley 20 A metallic power plug socket to be provided.
11. If the corrected voltage at the output side goes beyond 180-280 volt range, a control relay/power contactor combination shall cut off output power supply with a loud alarm.
12. Suitable terminal blocks, heavy duty ,4 way for incoming mains (of suitable rating) and
13. way (of suitable rating) for DG Set incoming and the terminal blocks (4 way of suitable rating for refrigeration, 4 way 32 A for lighting DB, 4 way of suitable rating for milk pump)heavy duty for outputs.
14. Housing enclosure of powder coated MS of appropriate size Double compression heavy duty Brass cable glands for two incoming armored cables & PVC cable.

6.1.2 Refrigeration Control Panel

The refrigeration unit shall be provided with a control panel made out of Stainless Steel suitable for wall mounting near the unit. The panel shall be provided with motor starters, ON/OFF push buttons & necessary MCBs, control wiring, line voltage controller to guard the compressor against the supply voltage fluctuations. In case more than one compressor is provided in the refrigeration system, the control panel shall be provided with a sequence controller & timer to start one compressor at a time to avoid power supply surge. The panel shall also have facility to operate refrigeration unit on auto/manual mode. In the auto mode, as soon as the milk temperature reaches to pre-set value, the compressor should be switched off to avoid freezing of milk.

6.1.3 Milk Tank Control Panel

The milk tank shall be provided with a wall mounted control panel with timer to control the intermittent operation of the agitators & a digital temperature indicator to indicate the milk temperature to one decimal place with least count of 0.1° C on continuous basis. It shall include suitable switchgears etc as required for switching & protection. Panel shall have provision for pre setting temperature (but not below 4 deg C) of BMC Tank for starting/stopping refrigeration compressors. Suitable battery back up to is be provided so that temperature can be indicated when there is no electric supply.

6.1.4 Domestic Power Distribution Board

This distribution board would get single phase power from grid supply directly (it is assumed that when grid power is received in this DB, Main control panel gets power only from D G Set) as well as stabilized power from main control panel and feed power for lighting, electric geyser/solar water heating system, testing equipment/computers. The main components of this DB shall be as follow:

- 1) Wall mounted distribution board, MCB type
- 2) 32 DP Change over switch
- 3) 32 A DP MCB as incoming
- 4) 3 nos. 10 A MCB SP for lighting
- 5) 3 nos. 20 A MCB SP for geyser/Solar water heater, AMCU etc.

6.1.5 Cables & Electrical Switch gears

All electrical switchgears and controls required for the complete system shall be of suitable rating.

All permanent wiring installed on the tank or associated units shall be carried out using PVC cable in heavy gauge, screwed galvanized steel conduit or plastic conduit, or in mineral-insulated copper-sheathed cable.

Flexible electrical connections shall be made only to items normally movable in service. Such flexible shall be PVC insulated copper conductor cable not less than 24/0.20 mm in size (see IS 694 (Part1-1964*)) and earth continuity conductors of PVC insulated copper conductor shall be provided. Cable between DG Set and main panel shall be either steel armoured or un-armoured in steel conduits. For all electrical cables, suitable water tight cable glands and lugs should be used at ends.

* Specification for PVC insulated cables (for voltage up to 1100V): Part 1 with copper conductor (revised).

6.1.6 Earthing

The earthing should be carried as per IS:3043 - 1987 (reaffirmed 2001) - "Code of practice for earthing". Pipe type earthing can be used. The chassis, framework and the fixed parts of the metal casing of the tanks, D G Set body, refrigeration plant skid, and all panels shall be provided with two separate earthing terminals. Neutral of D G Set shall be earthed by a separate independent earth pit. Neutral of Grid supply shall also be earthed by a separate independent earth pit Suitable G I Strip(minimum 25x3 mm) to be used for connecting earth pit with nearest equipment earthing point. From this point earthing to other points can be looped by suitable GI Strip or PVC insulated copper conductor cable of green colour (size minimum 1x 4 Sq mm)

In view of above, total four earth pits to be provided for each installation.

The earthing terminals shall be readily accessible and so placed that the earth connections of the equipment are maintained when the cover or any other movable part of equipment is removed.

The earthing terminal shall be identified by means of the '≡' marked in a legible and indelible manner on or adjacent to the terminals.

supplier will make the arrangements for earthing as per latest BIS Standard

a) Neutral Earthing as per the norms of KPTCL Shall be provided.

b) Body Earthing should be provided as per the KPTCL norms

7. Diesel Generator Set (water - coolant cooled) and accessories:

The DG set shall be for three phase generation. Proper justification with calculations should be provided for capacity of the diesel engine and alternator being considered for DG set.

The engine should be rated for continuous operation for:

The refrigeration system, milk tank agitator & milk- loading/ unloading pump, hot water geyser (approx. 2 Kw), AMCU, Lightings, ceiling fan.

Rated maximum output of the DG set should be calculated considering the load mentioned, over and above 10 % additional load shall be considered to handle any eventuality and with the ambient design dry bulb (DB) temperature (summer) 50⁰ Deg. C, and winter 0⁰ Deg. C.

Performance Requirement: The working KVA rating at site conditions after accounting for de-rating as per IS: 10001/10002 or equivalent shall be obtained at 0.8 power factor.

The Genset should have the engine, alternator, control panel and silencer as an integral part of the unit. The major components of the DG set shall comprise:
The DG set supplier will make the arrangements for earthing as per latest BIS Standard

- a) Neutral Earthing as per the norms of KPTCL Shall be provided.
- b) Body Earthing should be provided as per the KPTCL norms

7.1 Diesel Engine: The diesel engine should be suitable for Power Generation application type air /water cooled and capable of developing required BHP when running at 1500 rpm under NTP conditions and not agricultural engine. The engine should be built to IS 10000/ISO 3046/BS 5514/649 and rated for continuous running of 24 hours with an overload capacity of 10 % for a period not exceeding 1 hour in any 12 hours running. Diesel engine up to 20 KW should have valid BIS license and certificate clearly mentioning use for 'General purpose ' application as per IS 10001 norms. Engine ratings should be for operation at full load condition and should be suitable to take 100% block load.

The engine instrument panel shall be supplied with:

- Ignition key
- Starting push button
- Lubricating oil pressure gauge
- Temperature gauge for cooling water
- Temperature gauge for lubricating oil
- RPM meter (Analog type)
- Battery charging ammeter

7.1.1 The diesel engine should be four stroke, naturally aspirated, Multi Cylinders & complete with the following:

- a) Flywheel & flywheel housing
- b) Engine water cooling system with cooling fan & radiator CAC coolant with recovery bottle
- c) Air intake, fuel and lubricating oil filters
- d) Oil bath air cleaner
- e) Standard day fuel tank having capacity suitable for minimum 8 hours continuous peration. The **tank** shall be made with steel sheet of minimum thickness 18 gauge and complete with standard accessories such as drain pipe, fuel level indicator, valves, lockable cover, low-level contact & alarm. This tank to be inside the acoustic enclosure.
- f) Fuel pump with mechanical governor
- g) Coupling
- H) Exhaust silencer residential type.
- I) Holding down bolts, MS combination base frame & AVM pads.

- J) Self-starting arrangement with 12V suitable rated heavy-duty Lead Acid accumulator type battery with Solid-state battery charging arrangement and cables
- k) Standard set of tools.
- L) First fill of Lubricating oil
- m) First fill of coolant
- n) Lubricating oil pressure & temp. gauge
- o) Control panel for engine with **engine safety** against over speed, High water & cylinder liner temperature, V-belt failure, low lubricating oil pressure, low water level in radiator auxiliary failure, air cleaner choke indicator
- p) One brand new oil barrel of 200 liter capacity with manually driven gear/barrel pump for diesel transfer along with reinforced PVC hose for supply.

7.2 Alternator: The engine should be closely / flexible coupled to suitable self excited, self regulated (through an AVR) alternator developing required KVA at 0.8 power factor, 3 phase, 50 cycle/sec, 415 volts AC power supply under NTP conditions when running at 1500 RPM. The alternator should be brushless type, screen protected and fitted with end shield and ball roller bearings. The alternator shall have 'H' class of insulation. It shall conform to IS 13364 (Part 1) 1992 up to 20 KVA or IS 13364 (part II) 1992 above 20 KVA or IS 4722 of 1992.

NOTE : CHINESE MAKE / TAIWANESE MAKE / MADE IN CHINA / MADE IN TAIWAN / ENGINES IMPORTED FROM CHINA / TAIWAN NOT ACCEPTED

7.3 Control Panel: The diesel generating set should be supplied with suitable floor/wall mounting type control panel duly pre-wired with the following instruments:

1. One suitable scaled and rating KwHr meter with accessories
2. One ammeter with selector switch One voltmeter with selector switch One no. frequency meter.
3. One no. hour meter (time totalizer) One set of epoxy resin casted CTs of suitable ratings.
4. One suitable capacity MCCB with overload and short circuit protection to disconnect power supply in case load of generating set increases beyond permitted limits. The rupturing capacity of the MCCB should not be less than 35 KA.
5. One set of TPN Bus bars insulated with heat shrinkable PVC sleeves (maximum permissible current density shall be 0.8 amps / mm²)
6. One set of indicating lamps and control fuses

The control panel should conform to the Indian electricity rules.

7.4 Frame: The diesel engine and alternator should be mounted on specially designed combination base plate and MS structure of extremely rigid fabrication. The base plate should be suitable for mounting the set on AVM pads over the foundation.

7.5 Acoustic Enclosure: DG set should carry a valid approval certificate issued as per CPCB norms complying with the provision of the Environment (Protection) second Amendment Rules 2002, vide notification no G. S. R. 371 (E), dated 17th May 2002 & amended by GSR 448 (E) dt.12/07/2004. The Diesel Generator sets shall have a standard acoustic enclosure of 25 dB (A) insertion loss. The exhaust pipe with exhaust muffler with insertion loss of minimum 25 dB (A) is connected to the exhaust manifold preferably with flexible bellows.

7.5.1 General requirement: The enclosure could be tailor made suitable for both indoor and outdoor installation as per the requirement and depending upon the capacity of D.G. Set. The enclosure should be aesthetically designed to perform for optimum noise attenuation and in no way derate the performance of the DG set in extreme summer conditions. Acoustic Enclosure should be Environment Friendly and protected against rodents etc. The enclosure should have:

Adequate ventilation for genset cooling air requirement. Absorbent /insulating material used is fire radiant.

Suitable thermal lagging to avoid localized heating of adjoining part of exhaust. Appropriately located control panel.

Easy access side doors to service points on gensets.

Doors fitted with high quality Gaskets to avoid leakage of sound.

Provision for Engine Air Filters to suck the Fresh Inlet Air for Engine directly from atmosphere

Sufficient space inside to fit different accessories like batteries, etc & the maintenance can be done inside with the easy movement of the working person on DG Set.

Enough space for Control Panel and Fuel Tank inside Enclosure

For the proper ventilation and to maintain the temperature inside the enclosure Forced ventilated Air Circulation System using Axial Flow Fan(s) to

meet total engine requirements & air charges should be provided. (Air volume required for ventilation is to be based on the combustion, cooling air, & alternator cooling air as per the specifications given by the engine and alternator manufacturer.) Temperature of enclosure should not exceed beyond 5° C of ambient temperature.

7.5.2 Constructional features of acoustic enclosure:

The construction and design of the Acoustic enclosure shall be very rugged, durable and shall be virtually maintenance free.

The acoustic panels shall be filled with a special grade high-density mineral wool retained on the inside by perforated GI sheets specially designed for optimum sound attenuation.

The outer surface of the Acoustic Panels shall be fabricated of preformed 16G corrugated CRCA sheet steel of a SAIL make only. All sheet steel frames shall be of 16G CRCA sheets of SAIL make only.

All structural members such as angles / channels used in the construction of the enclosure frame shall be of TISCO / SAIL make only.

All materials used for Acoustic Enclosure shall be fire resistant / fire retardant grade.

The sheet steel treatment shall consist of degreasing, de-rusting and phosphating

followed by two coats of zinc chromate primer, followed by two coats of Zinc - pholite surface for superior corrosion resistance and two coats of finish paint.

For effective Acoustic sealing, necessary gasketing material shall be provided.

All hardware and fittings used shall be passivated with zinc.

7.5.3 In case the DG Set is installed indoor, the exhaust should be taken outside the building. The exhaust pipe of engine should be extending horizontally out of the building (assumed minimum length of pipe 3 meters, then upward rise two meters and terminate with a weather protection cowl). The entire pipe length should be insulated with resin-bonded mineral wool with aluminum cladding.

All the necessary supports are to be provided for sturdy installation.

8. Water for cleaning at milk collection centre

8.1 Water storage

A 1000 litre capacity overhead water storage tank - ISI Mark Rotational molded Polyethylene Water Storage Tank (HDPE heavy duty), hygienic construction conforming to IS: 12701/96 closed type with manhole for maintenance. The tank to be provided with float valve, drain, & overflow and other standard accessories. GI B class piping up to convenient points in the room for hot and cold water supply shall be supplied & connected in consultation with client.

The piping from the mains water source up to the water storage tank shall be provided by client.

8.2 HEAT RECOVERY UNIT(SYSTEM)

- Net volume of HRU is 220L
- Cylindrical shape, dimple jacket for heating of water by hot gas from the compressor the BMC
- Tank shall be insulated with 50mmthk puff having density 40kg/cm²
- All welding joints to be ground smoothly. All stainless steel surfaces are to be polished 150 grits
- Inner shell and flat bottom with slope to outlet valve should be fabricated from 2mmthk 2Bfinish SS 316
- Laser welded evaporator plate 2mm & 0.8mmthk SS sheet AISI 304 for proper distribution of hot gas from compressor. Inlet and outlet refrigeration to the dimple shell should be provided; it should welded in separate section for each compressor. It should be take care of pressure hot gas.
- Outer shell, top cover and bottom of the tank should be fabricated from 1.5mmthk n4 finish SS 304
- 25mm inlet provision shall be provided to fill water. It should be provided at the top.
- 25mm valve should be provided at the outlet.
- Over flow pipe 25mm shall be provided at the rated capacity level.
- Estimate length of Piping is 10mtr.
- The hot water should be available at around 70 to 75 deg.c

8.2.1 System interconnecting piping : System interconnecting piping shall be of GI medium class (Class B), ISI marked. Piping is required between cold water tank out let to inlet of hot water tank and from hot water tank outlet to one point in BMC Tank area piping to be duly insulated and provided ball valve with SS tap.

9. Installation, Commissioning & Training

9.1 Installation

Unloading of BMC and accessories shall be arranged at site **by Supplier** but advance intimation of dispatch of the consignment is to be given by the supplier to the purchaser/ client.

The installation work should be carried in the best workman like manner in conformity to the relevant codes of practices of BIS standards applicable for mechanical & electrical installation.

3 (three) ABC stored pressure type fire extinguisher of capacity 1 Kg. shall be supplied and installed by supplier. Installation of all equipment & interconnecting piping, including minor civil works such as providing galvanized steel supports, SS base plates, clamps (hinged type) etc. required to secure the equipment & piping to walls and floors is included in the scope. Necessary cable trays, GI pipes/conduits, cable gland sockets at both ends, isolators, junction boxes etc are included in the scope of the contract to lay & connect all electrical and control cables. Cable trays and supporting steel members such as Galvanised angles/channel/flats, supply of CI covers for the pits etc shall be used and fixed/installed at appropriate places to ensure safe installation. The laying of cables on the floor or under the floor is not permitted.

The owner will undertake major civil works. The supplier shall make available all tools & tackles required to execute the job.

9.2 Commissioning:

Supplier shall arrange commissioning & performance trial runs of the bulk milk cooling system to the satisfaction of the client. The supplier shall supply all the consumables (excepting diesel for DG set) required during commissioning of the plant.

Along with the bulk milk cooler & DG Sets etc, the bidder shall quote for supply of spares along with prices for the complete system. A set of essential spares for the total installation as required by the user shall be worked out & finalized at the time of finalization of the contract. **The cost of spares should not be included in the main bid price.**

9.3 Tool Box

A GI sheet toolbox containing one set of all necessary tools required for regular maintenance of the unit shall be supplied along with the BMC.

9.4 Manual

Two sets of operation & maintenance manual, one in English & another in local language containing complete details of starting up, putting off, critical checks and day-to-day maintenance of the complete system shall be supplied. The manual should also have the required electrical circuit diagrams.

9.5 Training

Supplier shall arrange for training of the operating team for efficient operation and maintenance of the complete system.

10. AFTER SALES SERVICE, SERVICE CENTRE AND SERVICE CONTRACT

10.1 Obligation of BMC Package supplier for providing After Sales Service/ Warranty claims for BMC package components supplied.

It would be the responsibility of the contractor, for bought-out components of critical nature such as DG Set and Voltage stabilizer, to identify dealers/ agencies located in the region where BMC package would be installed. This is to facilitate fulfilling of the warranty obligations as per the contract and availing timely services by milk collection centre in cases of emergency.

To this effect BMC package supplier should select the suppliers for such components in the region in consultation with the client / NDDDB SO. It is necessary to have this arrangement keeping need of the far off placed milk collection centres in view.

10.2 Service Centre

Each bidder is required to quote for setting up a service centre in Mandya District & for providing service cover on a continuing basis. This is to be established preferably near Product Dairy Gejjalagere (name of location), with all facilities to maintain a continuous service to the village collection centres having milk cooling systems. This includes:

a) Adequate & skilled manpower including a dedicated technician for maintenance & repairs of DG set. It shall be the responsibility of DG set supplier jointly with BMC supplier to provide necessary support to maintain smooth operation of the total package at Village.

b) Telephone connections and communications to call the service team round the clock.

c) Transport facilities: The centre is to have transport (owned or hired) available round the clock of adequate capacity to;

Provide rapid replacement of complete milk cooling unit or DG set, if necessary.

Ensure regular & continuous visits of the service team(s) to the collection centers.

d) Maintenance workshop, including essential machine tools and hand tools to tackle any repair that may be required for the system and for regular dismantling and overhauling of diesel engines that would be necessary on a continuous basis.

e) Stock of spare parts. (The list should be provided by the bidder.)

11. Inspection

Client reserves right to inspect all the components of the bulk milk cooling system during fabrication/ manufacturing stage, finished stage before dispatch of the equipments. Before starting the fabrication work supplier shall submit QAP & QIP for approval from client. The milk cooling tank shall be checked with dye penetration test for welding defect, surface roughness check, water tightness test / hydraulic test and for HRU System Testing to Require Temperature(70 Degree celsius)

12. General Requirement

12.1 Technical Details

The bidder shall provide all the technical details, as per the format enclosed as appendix over and above the general description in each section.

12.2 Makes of Items

The bidder shall refer Appendix for the list of makes of all the bought out items required to complete the package of the bulk milk cooling system. Bidder shall obtain necessary approval from client for all items included at the time of finalization of contract.

12.3 Drawing

Bidder shall submit a detailed general arrangement drawing for complete system giving complete details with bill of materials, size, capacity, quantity, material of construction, thickness etc.

12.4 Equipment Selection criteria

Bidder shall submit along with the offer detailed calculations with proper justification for selection of compressor (s), evaporator (s), condenser (s), fan (s), thickness of tank, milk pump, insulation material and thickness, DG Set etc.

13.0 Optional Items:

The bidder should also quote for the following optional items required to meet the specific need of the cluster milk collection centers.

13.1 Can scrubber

This shall be used for 3KL BMC to clean 40ltrs milk cans. The Capacity of can scrubber shall be 425 liters. It shall be having ss-304 bath made from 2mmthk sheet. Cleaning nylon brushes shall be driven by 1HP 1440 rpm three phase electric motor and gear box. For motor and gear box, SS 304 cover to be provided for avoiding splash of water. Supply of DOL Electric starter for can scrubber.

Important Note: The cost of the Optional items shall not be included in calculation of the total bid price. In the event, the optional items are selected by the purchaser for package, the quoted price for the optional item shall include all incidental costs of installing that item as part of the contract.

APPENDIX

Format for technical details:

S.NO	DESCRIPTION	TECHNICAL DETAILS
A.	Bulk Milk Cooler tank	
1.	Capacity (rated and gross)	
2.	Make and model.	
3.	Material used for construction (SS 304/316)	
4.	Shape & Orientation:	
5.	Overall dimensions and weight.	
6.	Thickness of inner and outer SS shells	
7.	Number of agitator(s) , RPM.	
8.	CIP facility: Manual or automatic with the details	
9.	Type, thickness and efficiency of insulation.	
10.	Facility to measure milk volume (dip stick etc.	
B.	Refrigeration unit	
1.	Make, model and size of compressor(s) at operating conditions 0° C evaporating & 60° C Condensing temperature.	
2.	Make, model and size of condenser(s).	
3.	Capacity of compressor(s) (Kcal/hr) at evaporating condensing temperatures.	
4.	Capacity of condenser & no. of fans.	
5.	Receiver size & capacity	
6.	Thermostatic expansion valve, make, size, capacity	
7.	Overall dimensions and weight of the unit.	
8.	Type of refrigerant.	
C.	Design Parameters	
1.	Ambient temperature considered for design Maximum cooling time considered for ALL &	
2.	SECOND milking. Temperature range considered for ALL &	
3.	SECOND milking.	

D. DG set

As per specifications and loading proposed at 7.1

1. Make and Model of the alternator.
2. KVA, Volts, Amps. & Pf rating of the alternator
3. Model of the engine with no of cylinders.
4. **BHP rating of the engine.**

5.	Type of engine cooling- Water – coolant cooled, efficiency of the engine considered for selection	
6.	Derating factors considered in the design/selection.	
7.	Maximum current that set can withstand.	
8.	Fuel Consumption On Genset at Load – lit/ Hr. At – 25% Load At– 50% Load At – 75% Load At –100%Load	
9.	Conformity to Noise & Emission Standards.	Attach certificat
10.	Controls & safeties for Engine & Alternator	Give details
11.	Voltage stabiliser and single-phase preventor	
E.	Electricals	
1.	Connected load in Watts & Amperes for : Compressor(s) Condenser fan(s) Agitator(s). Milk pump Water heater.	
2.	Maximum / surge current drawn by the compressor(s) (during starting).	
F.	Miscellaneous	
1.	Enclose the following: a) Performance curves of the milk cooling tank i.e. time (hrs) Vs temperature (Deg.C) curves. b) The leaflet / catalogue of the alternator and engine for the DG set. c) Performance chart of the DG set showing the fuel consumption (litres/hr) at various loading conditions and at maximum output (KW), variation of the maximum output (KW) with respect to ambient temperature assumed.	
2.	The following performance curves of the compressor(s): a) Evaporating temperature Vs Cooling capacity (kcal/hr) at various condensing temperatures. b) Compressor capacity (kcal/hr) Vs Power consumption (Watts).	
3.	Specify the assumption(s), any, made in design / selection of any item including the tank, DG set etc.	(Along With the description of the respective item)

Schedule of items

Schedule of Items for Bulk Milk Cooler (To be in conformity with Specifications & scope of supply)		
Sl No	Item Description	Quantity
A	Bulk Cooling Tank with Refrigeration Control Panel	
	Bulk Milk Cooler tank complete with cover, Refrigeration unit and standard accessories.	
	Tank and pipe cleaning brushes, Dip scale and Loading pipe S.S hanger	
	Operation and Maintenance Manual	
	Tool Box	
	Spares – Minimum 10Nos each Gasket per BMC	
B	Electricals	
	Electrical and control Panels, Servo Voltage stabilizer, Power & Control cabling, Earthing, C I Covers etc	
	DG Set with alternator and engine, acoustic enclosure, main & control panels	
	Exhaust piping , Day tank , GI trays	
	One barrel for Diesel and hand pump	
	Battery with battery box ,	
C	Miscellaneous Items	
	SS Pipe and Fittings, with SS Strainer & balance tank	
	Interconnecting SS Pipes and Fittings, Food Grade Tanker Loading Hose Size 38mm complete with end connections	
D	SS Pipe and Fittings & Tank (Pumped feed system)	
	Tanker Loading Pump Cap. 5000 LPH at 10 MWC SS Centrifugal Monobloc sanitary Design pump with single mechanical seal as per Specifications.	
E	HDPE Tank of cap. 1000 Liters as per IS standards	
F	HRU 200 LPD as per specification	

Note:

(1) The contractor is responsible for supply and execution of all the equipment/material, instruments, controls, safeties included in the BMC packages. It would be the responsibility of the supplier to ensure that any item not appearing in the above specs but felt essential for safe & efficient operation of any component of the system is included without extra cost in the contract to make the BMC package complete.

(2) The bidders can also offer alternate equipment/ system for better efficiency and improved performance. A detailed offer to this effect with full technical details shall be given in the bid. However, the user reserves the right to reject or adopt the alternative equipment.

APPENDIX

LIST OF APPROVED MAKES OF BOUGHT OUT ITEMS

S.N.	ITEM DESCRIPTION	APPROVED MAKES
1.0	SS PUMPS	APV/ ALFA LAVAL (LKM)/ TETRA PACK/ L&T/ IDMC
2.0	SS VALVES & FITTINGS	IDMC/ALFA LAVAL (LKM)
3.0	REFRIGERATION CONTROLS	DANFOSS/ECTL/ALCO/SANSEN
4.0	SS PIPES	BHANDARI FOILS/RATNAMANI/ APEX TUBES
5.0	SS PNEUMATIC VALVES	GEA /ALFA LAVAL (LKM)/KEYSTONE/ IDMC
6.0	MOTORS	SIEMENS/ABB /KIRLOSKAR/ BHARATH BIJLEE/SHARP/LUBI
7.0	AGITATOR MOTOR	Crompton Greaves /Equivalent
8.0	CABLES - ARMOURED	FINOLEX/UNIVERSAL/CCI/NICCO/FORT GLOSTER/R R CABLE/HI-LIGHT/GREEN ELE/POLY CAB
9.0	Starters	L & T.
10.0	Contactors	Telemechanics/Siemens/L & T/sprecher+schuh
11.0	PUSH BUTTONS	L&T/SIEMENS/ABB / SCHNEIDER
12.0	Relays	SEGC/Siemens
13.0	INDICATING LAMPS	L&T/SIEMENS/SCHNEIDER/ TECHNIC /VAISHANAV/ PRECITECH
14.0	Current Transformers	Kappa
15.0	PRESSURE SWITCH	DANFOSS/ALCO / PARKER/HANSEN
16.0	DIGITAL INDICATOR	HONEYWELL/RAXIX/MASIBUS/PROTOCOL/VIBH
17.0	D G SET	CUMMINS/KIRLOSKAR GREEN /MAHINDRA
18.0	Alternator	Stamford / Kirloskar or Engine & Alternator are in Same make
19.0	BATTERY FOR THE DG SET	EXIDE / PRESTOLITE/AMCO/ AMARON
20.0	STABILISER	ASABA /MICROTECH/ POWER ENGINEERS
21.0	HDPE TANK-HEAVY DUTY	SINTEX/ KAVERI/ HITANK

5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

Inspection and Tests

The Purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The 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 final destination.

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 alternations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test, and, where necessary, reject the Goods after the Goods arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to Goods shipment.

6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____

(b) Description of the plant _____

(c) Plant Nos. _____

(d) Quantity _____

(e) Rail/Roadways Receipt No.
_____ dated _____

(f) Name of the consignee

(g) Date of start up and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp

* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plant in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

7. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 38.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____
Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate form the Purchaser/Consignee)</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

PART 3 – CONTRACT

SECTION VII – GENERAL CONDITIONS OF CONTRACT

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. **Definitions** The following words and expressions shall have the meanings hereby assigned to them:

(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) “Day” means calendar day.

(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) “GCC” means the General Conditions of Contract.

(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) “Purchaser’s Country” is India.

(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.

(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) “SCC” means the Special Conditions of Contract.

(m) “Subcontractor” means any natural person, private or

government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) “The Project Site,” where applicable, means the place named in the **SCC**.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier or its agents (whether declared or not), sub-contractors, sub-consultants, service providers, and any personnel thereof has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation ;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

3.2 Should the Supplier or its agents (whether declared or not), sub-contractors, sub-consultants, service providers, and any personnel thereof be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice, the Bank will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.2 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin

means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

10. Settlement of Disputes

10.1 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.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier’s attention is drawn to Clause 3, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to

a determination of ineligibility under the Procurement Guidelines).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract

award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 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.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank

or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period 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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in
Laws and
Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force
Majeure**

32.1 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 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.

**33. Change
Orders and
Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may 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 the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser is: <i>The Mandya Dist Co-op Milk Producers Societies Union Ltd, Product Dairy, Gejjalagere -571428, Mandya Dist</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: AS PER ANNEXURE (A) LIST OF DCS TO WHERE INSTALLATION TO BE DONE
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2010
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: <i>Managing Director</i> Street Address: <i>The Mandya Dist Co-op Milk Producers Societies Union Ltd, Product Dairy, Gejjalagere -571428</i> Floor/ Room number: <i>Main Administrative Building</i> City: <i>Mandya</i> PIN Code: <i>571428</i> Country: <i>India</i> Telephone: <i>08232-274572</i> Electronic mail address: <i>manmulpurchase@gmail.com</i></p>

GCC 10.2**Settlement of Disputes**

The dispute settlement mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/president of the institution of Engineers (India)/The International center for Alternative Dispute Resolution (India).

(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre of Alternative Dispute Resolution (India).

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

	<p>(d) Arbitration proceedings shall be held at Mandya India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p> <p>(* <i>Delete whichever is not applicable</i>).</p>
GCC 12.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: As per schedule of requirement and schedule of related services

<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser :</p> <ol style="list-style-type: none"> 1. 3 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; 2. Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; 3. 3 Copies of packing list identifying contents of each package; 4. Insurance certificate; 5. Manufacturer’s/Supplier’s warranty certificate; 6. Inspection certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and 7. Certificate of origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed “<i>shall not,</i>” be adjustable. If prices are adjustable, the method used to calculate the price adjustment is given in the attachment.</p>
<p>GCC 16.1</p>	<p>GCC 16.1 Payment shall be made in Indian Rupees in the following manner:</p>
	<p>Part A- Supply</p> <ol style="list-style-type: none"> I. 70% of payment shall be released against the supply of material. II. 20% shall be released on successful installation and Commissioning III. 10% against submission of performance warrantee in the form of DD/Bank guarantee valid for 24 Months. <p>Part B – Installation, Erection & Commissioning</p> <ol style="list-style-type: none"> I. 90% After Completion of Installation, Erection & Commissioning Work, II. 10% against submission of performance warrantee in the form of DD/Bank guarantee valid for 24 Months

GCC 16.5	Deleted
GCC 18.1	Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.
GCC 18.3	The Performance Security shall be in the form of a “Bank Guarantee” or crossed demand draft or pay order” drawn in favour of Managing Director, Mandya Dist Co-operative milk Producers Societies Union Ltd, Gejjalagere
GCC 18.4	Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.
GCC 18.5	Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.
GCC 23.2	<u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number. Suppliers should use recycled materials as much as possible for packing
GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.

GCC 26.1	<p>The inspections and tests shall be:</p> <p>□ Nature- inspection of Goods of BMC during Manufacturing. Frequency- At the time of Manufacturing of BMC at supplier's premises. Procedures- Mandya dairy officers / Outside agency and Company technician both together inspect the Goods of BMC during manufacturing.</p> <p>□ Nature- inspection of Goods of BMC . Frequency- At the time of installation & commissioning of BMC. Procedures Mandya dairy officers / Outside agency and Company technician both together inspect the Goods of BMC.</p> <p>□ Nature- Test- Performance test of BMC. Frequency- Six months after the installation & commissioning of BMC Procedures- Mandya dairy officers / Outside agency and Company technician both together will take the performance test of BMC. In performance test, time of cooling & unit consumed by BMC will be take in calculation. After this test, conclusion showing the result of BMC.</p>
GCC 26.2	The Inspections and tests shall be conducted at the works of manufacturer
GCC 27.1	The liquidated damage shall be: 0.5% of contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	<p>The period of validity of the Warranty shall be: For BMCU should be 24 months from the date of supply or 18 months from the date of commissioning, whichever is earlier.</p> <p>For Solar Water Heating System Min.5 Years For DG set s:e t shall be used as a stand by therefore warranty should be TWO years or 2000 hours (whichever is earlier).Supplier shall be supplied filters along with DG set for trouble shoot operation up to TWO years.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: As per Annexure A</p>
GCC 28.5	<p>The period for repair or replacement shall be: with in 24 hrs if complaint will not resolve within 24 hours, supplier must pay the Amount in form of penalty of Deteriorated milk quantity & also pay the transportation cost of milk send by cans.</p> <p>The supplier as depute one local officer for looking after day to day maintenance activities.</p>
GCC 31.1	This clause will apply only to variations in GST/ Octroi etc payable in India on the final product which is being supplied and not for the individual components / raw materials which go into the product.

SECTION IX – CONTRACT FORMS

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1. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from

participating in World Bank projects is available at:

<http://www.worldbank.org/html/opr/procure/debarr.html>.

2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

³ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

