	MAIN TABLE OF CONTENT	
SECTION	DESCRIPTION	PAGE NO.
1	Front page	1
2	Invitation for Bid	2
3	General Information	3-4
4	Main Table of contents	5-6
Section I	General Conditions of Contract	7-22
Section II	Scope of Works/ Supply /Design basis and Technical specifications/Tech Bid etc	23-35
1.0	Introduction	24-26
2.0	Scope of Works and technical specifications	27-35
3.0	Makes of mejor Equipment/Items	36
4.0	Exclusions	36
5.0	Drawings, Data & Documentation to be submitted along with Bid Submissions	36
6.0	Drawings, Data & Documentation to be submitted after award of contract.	36
7.0	Mejor responsibility of Supplier and Project authority	36
8.0	Project management	39
9.0	Approval	40
10.0	Inspection	41
11.0	Site work and installation	41
12.0	Commissioning and Product trial	41
13.0	Training	42
14.0	Statury approval and requirements	42
15.0	Process Performance & Consumption Guarantee	43
16.0	Optional Items	45
17.0	Technical deviations statement	45
18.0	Form-A-Part-I- TECH. BID	46
19.0	Forms-Bidder'sdetail, Conteract-Agreement, Bank Guarantee forms for: Performance-Security, Advance	47
20.0	Site layout and civil drawing	55-56
21.0	Form-B-I (for design and supply) & II PRICE BID(for labour job of errection, testing, commissioning and training)	57-58

CONTENTS

- 1. INSTRUCTIONS TO BIDDERS
- 2. BASIC QUALIFICATION OF TENDERER
- 3. EARNEST MONEY
- 4. TAXES AND DUTIES
- 5. AMENDMENT IN SPECIFICATIONS
- 6. DELAYED/ LATE SUBMISSION OF TENDERS
- 7. ALTERNATIVE TENDERS
- 8. MISTAKES IN TENDERS
- 9. Documents to be submitted with the Tender (Mandatory)
- 10. ALTERATIONS/CORRECTIONS IN TENDERS.
- 11. INCOMPLETE TENDERS
- 12. ACCEPTANCE OF PART/WHOLE TENDERS & NEGOTIATION
- 13. OVER TENDERERS RIGHTS THEREOF
- 14. AMBIGUITIES IN CONDITIONS OF TENDERS
- 15. DIS-QUALIFICATION OF TENDERS
- 16. DEVIATIONS FROM TERMS & CONDITIONS
- 17. SUBMISSION OF TENDERS
- 18. OPENING OF E.M.D. & TECHNICAL BID
- 19. VALIDITY OF TENDERS
- 20. AUTHORISATION/LOCAL REPRESENTATIVE
- 21. ACCEPTANCE OF TENDER
- 22. PAYMENT TERMS
- 23. PRICES AND STATUTORY LEVIES
- 24. TRANSIT RISK
- 25. SUBMISSION OF DRAWING AND LITERATURE
- 26. DELIVERY
- 27. FORCE MAJEURE
- 28. FORWARDING BILLS/INVOICES
- 29. PERFORMANCE GUARANTEE
- 30. COMPLETENESS OF EQUIPMENTS
- 31. EXTENSION ORDER RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS
- 32. COMPLIANCE OF REGULATIONS
- 33. CANCELLATION OF ORDER
- 34. JURISDICTION
- 35. RANDOM TESTING
- 36. CORRESPONDANCE
- 37. CONSEQUENCES OF BREACH OF AGREEMENT
- 38. DISPUTE ARBITRATION & FINAL AUTHORITY
- 39. Liquidated damages
- 40. ARBITRATION

Section I (Part –I General Conditions of Contract)

INSTRUCTIONS TO BIDDERS

1. Tenders are invited for:

TENDER DOCUMENTS FOR DESIGN, SUPPLY AND LABOUR JOB FOR INSTALLATION, TESTING AND COMMISSIONING OF TWO NOS. DOUBLE HEAD MACHANICAL POUCH FILLING MACHINE (NORMAL SPEED) ALONG WITH SERVICE PIPING AND POWERCABELING AT DAIRY PLANT SINGRAULI UNDER JABALPUR SAHAKARI DUGDHA SANGH MARYADIT, JABALPUR, (MADHYA PRADESH)

- 2. The Tenderers are requested to go through the tender document's instructions and various terms and conditions contained in sections as mentioned in Table of content. It may be noted that no conditions or stipulations to the contrary or which are inconsistent b will be accepted. tenderers are requested to ensure that all such schedules along with questioner (duly filled-in), are submitted along with their offer. The Tenderers should also note that in absence of any of the schedules, their offer is likely to be rejected.
- 3. All the details to be filled Sealed as per tender document format and tenderers should read all instructions for compliance before submitting his tender..
- 4. The tender to be uploaded in two parts as explained below:-
- (a) Part-I : This part is fulfilling the requirement of deposit towards Earnest Money and Technical Bid (Form-A) along with duly filled questionnaire (Both EMD and Technical bid documents).

The supplier in this part should upload acknowledgement for online payment of EMD amount and Technical Bid as per tender document (duly filled) and documents supporting the same.

Scanned copies of above documents are to be uploaded on line on the website

https://mptenders.gov.in

(b) Part-II: -For this part shall contain duly filled Price Bid, as per the price bid format and to be uploaded on line on website https://mptenders.gov.in only.

5. METHOD OF SUBMISSION OF TENDERS AND THEIR OPENING:

(a) Part-I. along with all the required document for technical bid the tender document should be signed with stamp of firm/ company for the acceptance of all the tender terms and conditions and scanned copies be uploaded.

And

Part-II - Price bid

1. BASIC QUALIFICATION OF TENDERER

1. ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

The bidders must meet the following minimum qualifying criteria:

- a) The Bidder, in the same name and style, should be in business at least for last <u>five years</u> at time of bid opening.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, GST, the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years ending 31st March (i.e. FY2017-18, 2018-19 and 2019-20) shall be not less than 100 Lakh.
- d) The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature of works during the last two years ending last day of the month previous to the month in which bid is opened.
- e) In addition to the above, the following information/documents should also be uploaded along with the online bid by the bidder for evaluation/determination of their eligibility:
 - I.Copy of Income Tax Returns for three previous financial year.
 - II. Copy of Commercial Tax Returns for three previous financial year

2. EARNEST MONEY

The supplier shall pay the Earnest Money amount (EMD) mentioned in

IFB , while uploading the tender offer at https://mptenders.gov.in. In case, the supplier withdraws his offer during the validity period, after placement of order, the EMD amount shall be forfeited..

RETURN OF EARNEST MONEY TO TENDERER

EMD shall be returned to the un-successful Tenderer, as soon as possible, after the tender is decided and on execution of agreement with successful tenderer. No interest shall be paid on EMD amounts.

3. TAXES AND DUTIES

- a) All taxes (CGST/SGST/) and duties/ any other taxes should be included in the prices quoted. Any kind of taxes and duties shall not be paid extra. However, the breakup of taxes & duties must be indicated separately.
- b) NA.

4. AMENDMENT IN SPECIFICATIONS

The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-may revise or amend the specification and drawing, prior to the date notified for opening of Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents online and also uploaded on our web site www.mpeproc.gov.in

5. DELAYED/ LATE SUBMISSION OF TENDERS

The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. shall not assume any responsibility for any postal delays either for the late receipt of documents.

supplier or late receipt of tenders by the Board/JSDS. No Extension in time shall be granted on such grounds.

6. ALTERNATIVE TENDERS

Tender should be submitted as per intent of tender documents; any alternative offers are liable for rejection.

7. MISTAKES IN TENDERS

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR shall be considered. Such offers can also be rejected on recommendation of committee.

8. Documents to be submitted with the Tender (Mandatory)

- a) Copy of Registration Certificate of the Firm / Organization (Tenderer).
- b) Copies of purchase orders last five year.
- c) Copy to latest Income Tax returns & copy of Permanent Account Number (PAN) and GST
- d) Clint list
- e) Completion/Performance certificates
- f) Income Tax/Sales Tax return of last two years

9. <u>ALTERATIONS/CORRECTIONS IN TENDERS</u>

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

10. INCOMPLETE TENDERS

Tender which is incomplete or obscure in any form is liable for rejection.

11. <u>ACCEPTANCE OF PART/WHOLE TENDERS &NEGOTIATION OVER TENDERESSIGHTS THEREOF</u>

- (A) Chief Executive Officer, Jabalpur Sahakari Dugdha Sangh Mydt, The Power To Negotiate With Lowest tenderer On The Tender Date Or Any Suitable Date Decided There of.
- (B) JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever.

The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR in this regard shall not entertain any correspondence.

12. AMBIGUITIES IN CONDITIONS OF TENDERS

In case of ambiguous or self-contradictory terms/conditions mentioned in the tender, interpretation as may be advantageous to the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR shall be taken without any reference to the tender.

13. DIS-QUALIFICATION OF TENDERS

Tender which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Tenderer will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/ modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a supplier does not comply, tender will be rejected.

14. DEVIATIONS FROM TERMS & CONDITIONS

Offers with deviations in the terms of payment, liquidated damages, EMD and performance guarantee are liable to be rejected out rightly.

15. SUBMISSION OF TENDERS

The tender shall be submitted in two(2) parts:-

Part-I shall contain "EARNEST MONEY DEPOSIT"&" TECHNICAL BID".

Part-II shall contain "PRICE BID", in the Price Schedule. The supplier shall ensure that the prices/rates are filled in accordance with the Performa for "Price and Quantity."

16. It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof However, due intimation shall be communicated in such a case.

17. OPENING OF E.M.D. & TECHNICAL BID

Mandatory documents to be submitted as per S.No.8 above shall be part of Technical Bid. The concerned tender committee of JSDS shall first open the Part -I of all the Tenderer and verify the Earnest Money Deposit and TechnicalBid submitted by the Tenderer. Committee shall check for the validity of Earnest Money Deposit as required. In case, the requirements are incomplete in EMD and Technical Bid other Partr-II of Price Bid of the concerned Tenderer shall not be opened. The requirement for EMD and Technical Bid shall be verified and thereafter, the second part, i.e. Price Bid submitted by the Tenderer shall be opened in respect of eligible Tenderer.

18. <u>VALIDITY OF TENDERS</u>

The offers shall be valid for 90 days. Validity of the offer shall be counted from the date of opening of tenders. Those who do not agree for a validity of 90 days will do so at their own risk and their offers are liable to be rejected.

19. AUTHORISATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter from the supplier who have participated in the tender shall be allowed to attend the tender opening.

20. <u>ACCEPTANCE OF TENDER</u>

- i) The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. may reject any or all tenders or to accept any tender considering advantageous to JABALPURSAHAKARI DUGDHSANGHA MARYADIT, JABALPUR-. Whether it is the lowest offer or not.
- ii) The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. may split the quantities against the tender on more than one supplier for the same item. The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR shall assign no reasons for this and the same will be binding on the Tenderer.

21. PAYMENT TERMS:-

I). Payment shall be made by A/c payee Cheque or RTGS only. The Schedule of Payment shall be as follows:

A- FOR DESIGN AND SUPPLY OF PLANT AND EQUIPMENT

- a) 60% against the safe receipt of material at site after verification by Project Manager/JDS official and on production of valid invoice, delivery challan/ any other document.
 - Maximum processing time for payment shall be one month from the date of submission of document and request.
- b) 20 % after installation, Commissioning and successful trial run of supplied equipment.
- c) 20% after submission of performance security document (in the form of DD/Banker's Cheque/ Bank guarantee as per the format attached at Sub section of this document) of 10% of total project cost with validity not less than one year from date of commissioning. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

B- Payment for labour charges for installation, testing and commissioning:

(a) 90% of the contract price for labour charges of installation, testing and commissioning shall be paid on actual completion of installation/erection and

- after due inspection and approval by the purchaser/JDS (against detailed break up cost to be furnished by the Supplier as per tender price bid in advance and accepted by the Purchaser).
- (b) On final acceptance The balance 10% shall be paid on continuous satisfactory running of the complete plant for one month, on completion of other contracted services and accepted by the purchaser's representative, within the scope of this contract.
- (c). 30% advance on supply value against bank guarantee of 110% of advance amount valid till scheduled date of deliver/actual delivery of material (as per at format-Sub section -16)

22. PRICES AND STATUTORY LEVIES

- (i) The tenderer should quote price F.O.R. destination including Erection, Installation&Commissioning and trial run charges on turnkey basis. However, break up of following elements may be indicated separately:-
- (a) Unit Ex-works/Ex-go down rate including packing and forwarding.
- (b) GST/ any other Duty applicable on Ex-works price as on date of Tender.
- (c) Tax:GST
- (d) Freight charges
- (e) Any other levy/taxes.
- (f) In case of exemption from excise duty/or commercial tax, documentary evidence shall be furnished with the offer.
- (h) No revision on any account shall be allowed during execution of the order.
- (ii) Prices offered by the tenderer should be firm and free from all escalations. Theprices offered should be valid at least for a period of 90 days from the date of tender opening. Rate approval shall be communicated within 30 days from the date of tender opening.
- (iii) The Material to be supplied shall be dispatched to site by Road transport under intimation to the purchaser and consignee. Depending upon the type of material, the supplier shall have to carry out proper packing/crating to avoid damage/breakage during transit. Road permit/any other document for dispatch of material if required will be sent by JSDS on written request from supplier.
- (iv) After rate approval, the party shall have to execute an agreement on a non—judicial stamp paper worth Rs. 100/- to be executed with Jabalpur Sahakari Dugdh Sangha Maryadit, Jabalpur.

23. TRANSIT RISK

(a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. The JABALPUR SAHAKARI DUGDH

SANGHAMARYADIT, JABALPUR-. shall, in any case, not bear the transit risks/ transit insurance charges.

(b) Insurance shall be arranged by the supplier.

24. SUBMISSION OF DRAWING AND LITERATURE

All the relevant drawings, layouts shall be submitted along with supply of machines. One set of drawing, Descriptive Literature and instructions Manual for Erection, Commissioning and maintenance of the equipments ordered, shall be supplied.

25. <u>DELIVERY:</u> Supply, Erection, Installation & Commissioning shall be commenced to complete the job as per mentioned schedule (including rainy season) from the date of receipt and acceptance confirmation of order or from the date of contract agreement whichever is applicable. In case of any delay due to assembling or any other technical reasons, supplier will have to communicate in advance in written to the CEO, Jabalpur Sahakari Dugdh Sangha Maryadit, Jabalpur.

26. FORCE MAJEURE

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipments etc.
- (d) Strikes slow down, lockouts continuing for more than three (3) weeks.
- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be. All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

27. Forwarding bills/invoice

The original bills should be forwarded to the paying authority and should be marked "ORIGINAL". The bill should indicate GST registration Number and

date allotted to him under commercial Tax Act. The invoice in triplicate with relevant documents such as Material Receipt in good condition etc. should be submitted to JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR

28. PERFORMANCE GUARANTEE AND SECURITY.

- 28.1 performance security document (in the form of DD/Banker's Cheque/ Bank guarantee as per the format attached at Sub section of this document) of 10% of total project cost with validity not less than one year from date of commissioning. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract and if found for liable of any recoveries towards performance of obligation, the action shall be initiated with the concerned bank for recovering against performance BG.
- 28.2 If during the course of 12 months from the date of commissioning any of the goods found to be defective in materials or workmanship or develops defects during service, they will have to be replaced by the supplier, free of all charges. All necessary arrangements on these accounts will be made by the supplier or else shall be recoverable from performance BG. This conditions will supersits interpretations from any of the conditions mentioned elsewhere.
- 28.4 The said material if required to be replaced, shall be collected by the supplier/ firm from Area Stores/ work site at their own cost and at their own responsibility. These materials will like-wise be returned duly repaired/ replaced and tested subsequently by the supplier to the destination indicated on "FREIGHT PAID BASIS" at their cost in a reasonable time of 30 days from the date of intimation. The guarantee period as stipulated in clause 32.1 above shall also be applicable for repaired/replaced material, which shall however be counted afresh from the date of its delivery in our stores/site.
- 28.5 Further, it is clarified that all the charges towards supply of fabrication materials including packing, forwarding, loading, unloading shall be borne by the supplier. The amount deposited under security deposit clause shall also cover the performance guarantee of the material.

All equipment/ line materials reported failed within the specified guarantee period may be replaced free of cost by the supplier.

- 28.6 Actual cost of dismantling and replacement of these' equipments/ materials with the new ones may be charged to the supplier's account.
- 28.7 To and fro transportation cost of such failed equipment may also be borne by the supplier/ supplier.
- 28.8 In the event of the supplier's inability to adhere to the aforesaid provisions, suitable penal action will be taken, which may include black listing of the firm for future business with the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR. for a certain period.

29. <u>COMPLETENESS OF EQUIPMENTS</u>

The equipment/material shall be completed in every respect with all minor fittings and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tender's offer. The supplier shall not be eligible for any extra price in respect of such minor fitting and accessories which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

30. EXTENSION ORDER

The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. Reserves right to place an extension order for any additional quantity to the extent of 100% quantity of the original order on the same rates, terms and conditions within six months from the date of order.

31. <u>RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS</u>

All amount recoverable from the successful Tenderer against earlier contracts including orders on sister concern with the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. will be adjusted from payment due against the contract that may be awarded under this specification.

32. COMPLIANCE OF REGULATIONS

The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the supplier and the purchaser shall not be responsible in any manner whatsoever.

33. CANCELLATION OF ORDER

33.1 The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. May upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- a) If in the opinion of the JABALPUR SAHAKARI DUGDH SANGHAMARYADIT, JABALPUR, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the JSDS.
- b) If in the opinion of the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- c) As a result of stage inspection, if applicable, it is revealed that material and/ or, workmanship is substandard which is likely to affect the performance of the finished product, a notice would be served' by the JABALPUR SAHAKARI DUGDH SANGHAMARYADIT, JABALPUR-. to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.
- 33.2 In the event of such termination, JABALPUR SAHAKARI DUGDH SANGHAMARYADIT, JABALPUR shall exercise its discretionary power as :-
- To recover from the supplier the agreed liquidated damages.
 OR
- b) To purchase from elsewhere after giving due notice to the supplieron account and at the risk of the supplier such stores/ material not so delivered or others of similar description in respect of consignment not yet delivered.

OR

- c) To cancel the contract reserving JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-.'s right to recover damages.
- 33.3 Not withstanding that the powers under clause (a, b & c) referred to above, are in addition to the rights and remedy available to the JABALPUR SAHAKARI DUGDHSANGHA MARYADIT, JABALPUR under the general law of India relating to Contract.
- 33.4 In the event of risk purchase of stores of similar description, the opinion of the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR shall be final. In the event of action taken under clause 39.2(a) or (b) above ,the supplier shall be liable to pay for any loss, which the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against the default.

- 33.5 The decision of the Chairman JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. shall be final regarding the acceptability of the stores supplied by supplier andt he JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-. shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/material.
- 33.6 In JABALPUR SAHAKARI DUGDHA SANGHA the event. MARYADIT, JABALPUR. does not terminate the order as provided in clauses above, the supplier shall continue execution of order, in which case he shall be liable to the JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR-.

34. <u>ARBITRATION</u>

In case of any dispute ,if arises between the parties relating to any terms and conditions of the Tender / Agreement and or regarding the agreement /tender before or after the filling of tender and /or execution of the agreement, any party may refer the dispute to a sole arbitrator who will be the Chairman of Jabalpur Sahakari Dugdh Sangha Maryadit ,Jabalpur or a person nominated by him whose decision and award shall be final and binding to both the parties. The arbitration proceedings shall be under and accordance with provision of Arbitration and Conciliation Act 1996. Supplies under the Contract shall be continued by the supplier during the arbitration proceedings, unless otherwise, directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators or of the Umpire, as the case may be, is issued

35. JURISDICTION

Any dispute or difference, arising under, out of, or in connection with this tender/ contract order shall be subject to exclusive jurisdiction of competent court at Jabalpur only.

36. RANDOM TESTING-

Inspection of material after receipt or waiver of inspection will not relieve the supplier from his responsibility to supply the material strictly in accordance with the specification. The JABALPUR SAHAKARI DUGDH SANGHA MARYADIT, JABALPUR In case, the samples fail to withstand the required test, the entire lot will be liable to be rejected (i.e. unused material so supplied) and the supplier will have to refund the amount paid, including all taxes and duties,

as well as the test charges thereof, after inspection. Such quantities or rejected material as identified, shall be removed by the supplier and replaced in full at his own cost.

37. CORRESPONDANCE:-

Copies of all important correspondence on subject should be sent to "CEO, Jabalpur Sahakari Dugdh Sangh Maryadit, Jabalpur".

38. CONSEQUENCES OF BREACH OF AGREEMENT

If the authorized person of the unit or a partner in the contract/tendering firm commit breach of any of the conditions of agreement it shall be lawful for the Chief Executive Officer, Jabalpur Sahakari. Dugdha Sangh Mydt, to cancel the contract and purchase or authorize to purchase stores at the risk and costs of the unit.

39.0 DISPUTE ARBITRATION & FINAL AUTHORITY

- 39.1 It should be clearly understood that in the event of any dispute between supplier and purchaser due to deviation from any terms and conditions of work order &contract agreement, the decision of the Chairman, Jabalpur Sahakari Dugdha Sangh Mydt., in this respect will be final and binding on the both supplier and purchaser.
- 39.2 For matters of dispute, relating to the interpretation of the above clause, the decision of the Chief Executive Officer, Jabalpur Sah. Dugdha Sangh Mydt, shall be final and binding on all the concerned.

40. Liquidated damages

If the supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the contract, the purchaser shall, with out prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to:

- i) Upto 15 days 1% of the contracted value.
- ii) Between 16 to 30 days 2% of the contracted value iii) Beyond 30 days 5 % of the contracted vale JSDS reserves the rights to either to cancel the order and make alternative purchase from other sources at the risk and cost of the of defaulting supplier.

Section II	Scope of Works/ Supply /Design basis and Technical specifications/Tech Bid etc
------------	--

1.0 INTRODUCTION

Dairy Plant Singrauli is situated at Waidhan town which is the district head Quarter of district Singrauli under Rewa division.

From milk procurement point of view Singrauli milk shed does not have any surplus milk due to coal mines area and no local milk is collected by Singraul dairy, therefore they are getting milk from Rewa dairy plant or if required they get milk from main dairy plant of Jabalpur Dugdhs Sangh also as chilled milk in tankers. The chilled milk is processed, packed in pouches and marketed in local town, and surrounding townships.

In order to expand the milk chilling and packing facilities the proposed induction of plant and machineries are to be installed as mentioned in work scope ahead.

The proposed equipment for the plant and system shall be designed, engineered, supplied and installed in accordance with the prevailing and applicable standards by the bidder shall have to design and should comply with all statutory, food safety FSSAI, industrial safety Indian regulations guidelines.

Quantity of pipes, fittings, valves, cables, cable trays, earthing, instruments, structural and supports etc. are to be offered based on actual requirement at site. For bidder reference the proposed building plan is attached with tender document.

Completion period shall be 02 (Two) months from the date of purchase order inclusive of all holidays and monsoon periods.

Water: Water shall be provided by the purchaser from their existing supply. Distribution of water lines from there onward shall be in the scope of work of this tender. Water for installation and plant testing shall be provided free of charge.

Electricity for installation: if electrical power is provided by the purchaser, recovery shall be made @0.5% of the total purchase order value.

Tender Package: The scope involves:

DESIGN, SUPPLY AND LABOUR JOB FOR INSTALLATION, TESTING AND COMMISSIONING OF TWO DOUBLE HEAD MACHANICAL POUCH FILLING MACHINE (NORMAL SPEED), AND SERVICE PIPING FOR SOFT WATER/MILK AT DAIRY PLANT SINGRAULI (UNDER JABALPUR DUGDHA SANGH).

The technical specifications are for the guidance of the bidders only and not intended to bring out all the details of design and fabrication of the system

components. The successful Bidder shall be fully responsible to undertake all the work involved in implementing the projection Turnkey basis, within the battery limits, confirming to high standards of engineering design & workmanship and be capable of performing in continuous commercial operation to meet agreed performance standards in a manner acceptable to the purchaser/Project authority. No exclusions of any nature are acceptable, other than those specifically detailed in this bidding document to be in the scope of supply of Purchaser/Project authority.

The bidders are required to provide all technical data/information wherever asked for. Any bidder not following the bid format structure or providing insufficient technical data/information/documents is liable tobe considered non-responsive.

The Purchaser/Project authority will interpret the meaning of various equipment specification and drawings submitted by the bidder and shall have the power to reject any material/equipment, which in their opinion is not infull accordance to tender specifications.

1..1 Site Details :-

Name of the	DESIGN, SUPPLY AND LABOUR JOB FOR INSTALLATION,
Project	TESTING AND COMMISSIONING OF TWO DOUBLE HEAD
i roject	MACHANICAL POUCH FILLING MACHINE (NORMAL SPEED), AND
	SERVICE PIPING FOR SOFT WATER/MILK AT DAIRY PLANT
	SINGRAULI (UNDER JABALPUR DUGDHA SANGH). Or as directed
	by JDS authority.
Project	Chief Executive officer,
Authority	Jabalpur Sahakari Dugdh Sangh
	Mydt., Jabalpur (MP)
Capacity of	As detailed in tender document
Plant/	
machineries	
Nearest	Waidhan(Singrauli)/ Jabalpur
Railway	
Station	
Nearest	Same
Town/City	
Nearest airport	Jabalpur/Allahabad
Site Address	Sanchi dairy Plant, Pachkhora Road, Bilaungi
	District- Singrauli- (MP) oo shall be delivered as directed by the JDS.

1.2 BID PACKAGE

This package covers all the works to be under taken for design, engineering & supply and labour charges for installation, testing & commissioning of the new plant/Machineries along with associated utilities and power cabling. (excluding up gradation of PCC);.

The bid comprise of two parts viz.

Part-A: Design, fabrication and supply plant/machineries.

Part-B: Labour job for installation testing and commissioning of plant/Machineries. Bidder shall under take the complete work and there is no exclusion what's over of any PART. It should be understood that any minor work, which may not have been explicitly detailed but is necessary for the proper functioning of individual equipment or the dairy plant as whole, is included in the scope of work without any additional cost.

The general technical specifications of the major components and the ancillary items described in the technical section and the equipment, its capacities and quantity proposed by the Purchaser is furnished in the **Scope of supply and Technical specifications Section** are for the guidance of the bidder(s).

However, the bidders are requested to visit the proposed site & understand the site location with regards transportation, labour, material availability and accordingly submit the offer without deviation in the basic configuration of the plant.

The quantity of pipes, fittings, valves, cables, instrument cable trays, earthing, supporting materials etc. are to be supplied based on the actual requirement at site. The building layout & site layout of the plant is enclosed for the reference.

1.3 TIME SCALE FOR EXECUTION

The Dairy plant is to be completed in all respect within 02 months after placement of purchase order.

2.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS.

2.1. SCOPE

	Description of Item	Qty.	Completion Period	Bid Security in Rs.	Specification given in .
1)	Part – A DESIGN, SUPPLY OF TWO NOS.DOUBLE HEAD MACHANICAL POUCH FILLING MACHINE (NORMAL SPEED), SERVICE PIPING AND POWER CABLING AT DAIRY PLANT SINGRAULI (UNDER JABALPUR DUGDHA SANGH).	1 Job	02 Months	50,000/-	Section-II
	Part – B Section-II LABOUR JOB FOR INSTALLATION, TESTING AND COMMISSIONING OF TWO NOS. DOUBLE HEAD MACHANICAL POUCH FILLING MACHINE (NORMAL SPEED), SERVICE PIPING AND POWER CABLING AT DAIRY PLANT SINGRAULI (UNDER JABALPUR DUGDHA SANGH).	1 Job	Included in Above	Included in above	As above

3.0. SPECIFICATIONS- DOUBLE HEAD MILK POUCH FILLING PACKING MACHINE (Mechanical type)

1. FUNCTIONAL REQUIREMENTS

Chilled Milk would be fed by gravity flow to the float operated balance tank of the pouch-filling machine. The machine should form pouches of film, fill with milk and seal the same.

2. DESIGN REQUIREMENTS

Capacity	a. 5000 Packs/Hr of sizes 200 ml / 250ml/500 ml / 1000 ml. for both the heads of machine.	
Filling accuracy	+/- 2 ml for 200/ 250ml & 0.5% for 500/ 1000ml pack size.	

3. Available Services

Electrical power	3Ph, 50Hz (<u>+</u> 2%), 415V (+10%),
------------------	--

4. **Finish:** All stainless steel inner surfaces are to be polished to 150 grits and outer surface of the machine shall be circle polished to 150 grits.

5. SCOPE OF SUPPLY

- The Machine: The double head mechanical type pouch-filling machine should automatically form, fill and seal milk in pouches from virgin polyethylene film, continuously supplied from a roll. The design of the machine should be hygienic. Milk contact parts of the machine should be made from stainless steel conforming to AISI 304. All the functions of the machines should be controlled using cam timer switches and the machine shall be mechanical cam operated.
- Insulated Float Balance tank: Two/separate Stainless steel AISI 304 insulated float balance tanks of suitable capacity shall be provided at the top of the pouch-filling machine. The balance tanks shall be provided with mechanical type float valve and an overflow connection ending in an SS304 sanitary type ball valve. The overflow pipe is to be extended down up to the bottom of the machine.
- 5.3 <u>Body:</u> The body shall be constructed using SS304 chassis. All sub-assemblies are to be mounted on these plates. All tapped holes on chassis shall have helical steel inserts for longevity of chassis.
- 5.4 **Spool bearer assembly and film guide**: The heat seal-able film roll up to 20 to 30 Kgs shall be mounted on spool bearer at the rear bottom of the machine. The spool bearer assembly shall be sliding type to facilitate easy change over of film roll. The spool roller bracket assembly shall be made of SS 304 material.

The film layer is then passed through various rollers and sub-assemblies such as

- End of film
- Film loosening
- Film brake etc.

The film shall pass over a set of ultra violet tubes for sterilization before forming into a tube.

- 5.5 <u>Vertical Seal</u>: The film shall be overlapped and sealed into a tube by PID Controlled electrode. The jaw should be mechanical cam operated. The vertical jaw support shall be of SS 304. The necessary slots shall be provided for easy cleaning.
- 5.6 **Downward feed**: Downward movement of the film tube should be controlled by a set of rubber nip roller driven by a motor through a reduction gear unit and electromagnetic clutch brake system. The nip roller support shall be of SS 304.
- 5.7 <u>Injection system</u>: The product from the float balance tank is passed through injection tube into the film tube. The filled quantity of the product in each pouch is controlled by opening of the valve at the lower end of the injection tube. The flow of the product through the injection tube in the pouches should be continuous and the sealing should take place through the product.
- 5.8 **Horizontal seal**: The horizontal sealing and the cutting should take place at the same time by the PID controlled horizontal electrode.
- 5.9 **HMI:** Fuji 10" / Std. Make: multicolor touch screen HMI for settings of speed, pouch length, quantity along with Counter and fault indications.
- Electrical control panel & Cables: The indicating lamps, electrical switches, control relays, solid state variacs, digital pouch counter, hour meter etc. should be mounted and prewired in this panel. Only MCBs are to be used instead of HRC fuses. The machine shall also be equipped with single-phase 5 Amps and 15 Amps adaptors. As per requirement armoured electrical power cable with suitable capacity, cable glands & lugs shall be provided, Cable shall be of Polycab/Finolex make.
- 5.11 Facility to transfer data to computer to be provided.
- 5.12 The machine shall have the following features:
 - Individual head operation shall be possible.
 - Auto operation facility shall stop the machine and audiovisual alarm should be provided if the roll is exhausted.
 - The machine should stop automatically if any obstacle comes in between the horizontal jaws.
 - Emergency stop to stop the machine in case of any emergency shall be provided in the front of the machine.

- The machine should stop if any of the front or back doors are open.
- The machine should stop automatically for milk ending and also for the overlap of the film.
- 5.13 Voltage Stabilizer: 3 Phase, 10 KVA Servo Control Voltage Stabilizer for pouch packing machine, Input Range:- (300-480) VAC, Output Range:- 400 V +/-1% Make: reputed /Std. company..
- 5.14 Facility to insert a closed circuit CIP system for the machine shall be provided. The **CIP adaptors and hoses** are in the scope of supply.
- 5.15 **Tools**: Essential special tools should be supplied along with the machine without any extra charges.
- 5.16 **SS pouch collecting table tray:** shall be provided and in the scope of supply.
- 5.17 **Spare parts**: Essential spare parts should be supplied along with the machine for the operation of one year. One spare set of HMI/PLC, should be given for each machine.

5.18 Compulsory items:

- <u>Date coding device</u>: It shall be lnk coding type, 3 lines,12 characters with each character of 3mm height and facility to accommodate digits.
- Inbuilt Voltage stabilizer (Voltage monitoring system inbuilt.) for the machine shall be provided.
- **Print Mark Scanner (Photo cell):** facility shall be provided with Std. Make Scanner.
- 5.19 <u>Inspection and testing</u>: Baramati Taluka doodh Sangh will inspect the equipment during various stages of fabrication. All necessary testing shall be carried out at the manufacturer's works.
- 5.20 <u>Manufacturing code</u>: The equipment shall be manufactured following good manufacturing practices and shall fulfill FSSAI requirements.
- 5.21 <u>Statutory requirement</u>: The Department of Weights & Measures shall stamp each filling machine. The necessary certificates are to be furnished by the supplier.
- 5.22 <u>Commissioning & performance trials</u>: The manufacturer has to depute their service personnel to the site for commissioning and demonstration of the performance parameters of the machine. During commissioning necessary training shall be imparted to the plant personnel (Engineer/Operators/Maintainance) regarding its operation and maintenance.
- 5.23 The supplier should prepare a detailed general assembly drawing showing plan, elevation, section, and end view of the machine with complete bill of

- materials. The GA drawing for the electrical panel with detailed bill of material shall be provided.
- 5.24 The bought out items should be indicated with make, model and type.
- 5.25 A set of operation and maintenance manual, all drawings shall be supplied along with the machine.
- 5.26 A detailed technical literature of the pouch filling machine shall be enclosed along with the machine supply.

SPECIFICATIONS OF DOUBLE HEAD MILK POUCH FILLING MACHINE Speed 8000 Pouches/hr.

Sr. No.	Parameter	Specifications
01	Product to be packed	Chilled Milk
02	Type of Machine	Fully automatic twin head mechanical type
03	Speed/Output	
	Normal speed	For 200/250/500 ml,: Up to 67 pouches/min/head For 1000 ml: Upto 50 pouches/min/head SPEED SHALL SET ON SCREEN FROM 25 TO 67 /HEAD Bidder to specify the rated out put of machine.
04	Packing range	200 ml to 1000 ml
05	Accuracy in Volume	Rated +- 2ml up to 250 ml & +- 0.5% for 500/1000 ml (Actual accuracy shall be nearly +- 1 ml)
06	Accuracy in length	+- 1 mm for all lengths
07	Packing Material	LLDP/LLDPE
80	Film Thickness	Film of near about 50 to 55 microns for up to 500 ml & above 55 to 60 microns for 1000 ml
09	Film Roll Width	225mm / 275mm / 305mm / 325 mm (+2/-0 mm) options shall be available
10	Pouch Width	100mm / 125mm / 140mm/ 150 mm options shall be available
11	Film Roll Weight	Up to 30 kg, Reel Dia 375 mm max
12	Type of seal	Centre seal pillow pouch - Vertical Overlap with horizontal round rod seal
13	Material Of Construction :	ALL SS 304 MACHINE All product contact parts, chassis, structure, major assembly parts in SS 304 and aluminium. Electroless plating to alluminium parts.
14	Injection/Filling	Continuous filling with Insulated tanks of suitable capacity at

32	On screen production	Specially developed software shall display on screen report	
31	Electrical Power Meter	Specially fitted 3 phase electrical power meter to measure electrical power consumption of machine	
30	Electrical cabinet	Separate electrical cabinet space at the back side of machine with clear illumination. Electrical components like MCB, PLC, Drives, Power Supplies and all wiring connections with proper ventilation shall incorporated in this cabinet	
29	VMR System	Voltage monitoring system inbuilt.	
28	U.V. Tube	UV tube is fitted to each head separately with auto off at production off to enhance life of U.V. tube	
27	Control Switches & On Screen Control	Separate remote control switches for each head for particular function with clear & bold graphic sticker Machine shall also controlled by touch screen buttons	
26	НМІ	HMI: Fuji 10" / Std. Make: multicolor touch screen HMI for settings of speed, pouch length, quantity along with Counter and fault indications.	
25	PLC System	Machine is operated by PLC system PLC: Fuji Separate PLC to each head	
24	End Of Film Roll	Interlock of machine operation close to parking mode through fault display on HMI	
23	Film Path Rollers	Aluminum Film Path Rollers with end washers of Teflon	
22	Film Carrier Assembly	Separate cabinet for film roll along with enhanced Motorized film unwinding assembly	
21	Pouch Counter/Alarm	Shall be Provided on HMI Screen	
20	Print Mark Scanner (Photo cell)	Photocell facility shall be provided with Std. Make Scanner	
19	Cooling Water	REQUIRED / NOT REQUIRED shall be mentioned	
18	Motor/Gearbox Servo Motors:	All Fuji/Std. make Gearbox: Aluminum die cast	
17	Movement /Operation	Mechanical By Levers, Gearbox & motors No Compressor Air Jaw Movement: Servo Motors Film Pulling: Servo Motors	
16	Vertical Sealing	Continuous with PID Control No Element No Teflon Cloth	
15	System Horizontal Sealing	top of machine Continuous with PID Control (Double acting Assembly) No Element No Teflon Cloth	

	Report	of real production time and quantity of pouches packed volume wise.	
33	Coding System:	Trouble free system with min. 3 line printing shall be provided	
34	Voltage Stabilizer:	3 Phase, 10 KVA Servo Control Voltage Stabilizer, Input Range:- (300-480) VAC, Output Range:- 400 V +/-1% Make: reputed /Std. company.	
35	Training	Training for operation/maintenance to our staff is required	<u>.</u>
36	Tools	Necessary tools and tackles shall be supplied by the supplier	

6.0 ERECTION AND COMMISSIONING WORK: 01 JOB INSTALLATION & COMMISSIONNING & TESTING:

Testing shall be done in coordination with the concerned staff of Jabalpur Dudh Sangh on safe receipt of machine at site. Supplier is required to complete Installation of the machine with utility connections as per guidelines from concerned staff of Jabalpur Dudh Sangh. It is the supplier's responsibility, to set the new machine into position for running, to make all necessary service connections such as electricity, air, water, etc., to the machine. The necessary standard tools tackles required during commissioning of the machines are to be arranged by supplier.

Equipment Erection	All equipment installation properly as per duly approved layout by JDS submitted by bidder.
Interconnecting Piping	Milk Process, Chilled Water, Hot Water, Copper Piping to mechanically interconnect as per diagram submitted by successful bidder and approved by JDS.
Insulation	Insulation work for Chilled Water, Hot water & Refrigeration Suction line.
Electrical Cabling	Electrically interconnect all equipment & Machinery from control panel with earthing.
Testing	Vaccume testing for Refrigeration system and Pressure testing for by Nitrogen, Hot water & Chilled Water for Leakage testing.
Commissioning	Complete plant commissioning as per scope of work and performance
Training for Plant Operator	6 days training to our operator before handing over the plant.

7.0 MAKES OF MEJOR EQUIPMENT

Milk pouch filling machine	SAMARPAN/ NICHROM/E/ RMC/ VIJAYPACK/ SETPACK/ EQUIVALANT
Servo Voltage Stablizer	SUVIK/ APLAB/ NEEL/CRTCARD/ EQUIVALENT

8.0. EXCLUSIONS	 Civil works like foundation of the equipment needing foundation, built in trenches in rooms. Panel trenches will be supplied with nosing angles only. Additional supports for supporting of MCC, if required, is part of the scope of this contract. Providing RCC Hume pipes for exit of cables/earthing fromFloor trenches and for road crossings. Building lighting and ventilation Cleaning chemicals, packing materials like pouches, cartons, jars etc.
9.0. TECHNICAL	NA
DOCUMENTS,	
DETAILS AND	
DRAWINGS TO BE	
FURNISHED ALONGWITH THE	
BID	
10.0 DRAWINGS	. lay out and piping.
ANDDOCUMENTS	, , , , , ,
TO BE	
SUBMITTED AFTER AWARD OF	
CONTRACT	
11.0 DRAWINGS:	As per requirement
12.0 DOCUMENTS	.Manuals and electrical drawings of MCC panel etc.
13.0	MAJOR RESPONSIBILITIESOF SUPPLIER & PROJECT
	AUTHORITY
13.1	It is not the intent of these technical specifications to specify
RESPONSIBILITY	completely all details of design and fabrication of any
OF SUPPLIER.	plant/equipment, nevertheless, the equipment shall conform
	in all respects to high standards of Engineering design &
	workmanship and be capable of performing in

continuous commercial operations up to suppliers quarantee in а manner acceptable to the purchaser/project authority. The purchaser/project authority will interpret the meaning of various equipment specification and drawings and shall have the power to reject any material/equipment which in their opinion is not in full accordance to Bid specifications

The supplier shall be responsible to undertake all work involved in implementing the project within their battery limits. This covers design, supply, installation and commissioning of the entire project component

Including process equipment, process pipe work, utilities equipment, services pipe work, electrical equipment, power cabling, instruments and controls, control cabling. Also all necessary supports, support structures, cable ducts, trucking, conduits etc. required to complete the installation to the Project authority's high standards. No exclusions of any nature are acceptable, other than in this document to be in the supply of those detailed Project authority, or in the scope of one of the other Bid/PO packages Supplier supply to numerous miscellaneous items such as tables, supports, support

structures, staircases and platforms, crossover stairs, lifting equipment, nameplates, safety guards, danger notices, rubber mats, safety devices, testing instruments etc. In particular the Bidder/Supplier shall be responsible for: Developing the process design and engineering design, and ensuring best performance of individual equipment, and of the process plant as a whole. The Bidder shall avail the assistance of reputed specialists in their respective fields, wherever required.

Providing Project authority with technical data, technical literature, production and service load calculations. Execution of the project in accordance will he prevailing Indian Standards, Indian Electricity Rules, Indian

Explosives Act, Indian Factories Act, Indian Pollution Act and any other Acts. which may be relevant to the project.

Wherever Indian Standards are not available the supplier shall follow International Standards. Arranging approvals\from various statutory authorities on behalf of the Project authority. The statutory fees shall be reimbursed by the Project authority on production of receipts. Ensuring satisfactory performance and after sales of 'Bought out' items is included in the scope of service supply. First charge of oil, lubricants and consumables. "First charge" means these that items shall be replenished until the successful completion of product trials. Test equipment, test kits, instrumentation and performance materials required to establish parameters. Fire detection and alarm systems for control rooms and supply of fire-fighting equipment (extinguishers) at all strategic points as per statutory requirement for the building areas within the Bid Package. Necessary man-power, construction equipment andtools required to undertake all work involved in the Bid Package. Testing, commissioning and operation of the production trials to the during Performance guarantees satisfaction of the Project authority, following: shall be required with regard to the Rated performance of systems. individual equipment and complete Product quality standards conforming to the prevailing local International Standards specified in this Bid Consumption of utilities for individual equipment and for the complete system Establishment of product losses to effluent plant, to atmosphere and to over packing of packed products. Training of Project authority's personnel in plant operation and control, maintenance and repair of systems and equipment.

13.2 THE PROJECT AUTHORITY SHALL PROVIDE:

- Space for temporary store and office at site.
- Details of civil design, building layout and drainage and sewage disposal.
- Document on local conditions related to climate, access and communications.
- Adequate staff including operators, supervisors and engineers for trial, testing commissioning and product

trials. Temporary water and power supply at one mutually agreed point within the dairy premises on chargeable basis. Permanent water and power supply at the time of commissioning of the plant. All buildings including roads, drainage and minor civil works After and during plant and pipe work installation. However, covers over trenches, if any, shall be provided by the supplier(s). Provision of and cost of services, raw product, packaging material and chemicals (if available in the country). Lighting and domestic distribution system Engineering personnel to liaise with the supplier, Project Manager and the execution team Lightning protection system and protective cowling against rain. Timely provision of personnel for training 14.0. **PROJECT MANAGEMENT** 14.1. Project execution shall be scheduled to a mutually agreed TIME time- bound program which will be 03 months from the date SCHEDULE. of award of the contract. This period would be for all activities of supply, installation and commissioning of the total plant. The Project Manager of supplier will provide the JDS/Projectin-charge with progress reports on half-monthly basis clearly indicating actual v/s planned progress and plan for expediting activities with likely completion dates of supply, installation &commissioning. pattern shallbe submitted before The project staffing commencement of work and should include sufficient personnel to meet the execution time schedule. 14.20. A competent execution team shall be headed by a **MANAGEMENT** Project Manager who shall be adequately experienced in

TEAM.

of Similar magnitude and type. The Project projects Manager shall be Assisted by reputed experts in various fields who shall be responsible for satisfactory execution of He shall be responsible the project. for overall implementation of the project, from commencement to commissioning and final handing over of the plant. A Project Engineer shall be appointed for day to day operations and coordination, and to ensure successful and satisfactory design, procurement, manufacture, inspection, installation, testing and commissioning of all the equipment/facilities/ systems within the time-bound schedule. The Project Manager and Project Engineer shall attend technical and review meetings between various parties involved in the project and ensure implementation of all decision taken in the meetings. The Project Manager shall also be responsible for detailed material accounting at site and management of project materials and equipment stored a site.

The JDS/Project Authority shall nominate a Project-in-charge with whom the Project Manager shall communicate/co-ordinate. For smooth execution oft he project, a team of Project Manager and Key Personnel shall remain consistent throughout the execution period

The Project Manager shall be fully authorised to take on-spot decision with regard to:-

- a) Modification in layout and execution programme to suit local conditions.
- b) To purchase essential materials from local market to avoid delays.

15.APPROVALS

Approval on technical documentation shall be given by JDS/Project authority within fifteen working days from the date of submission. Extra items which are not in the original scope of work or due to changes in concept, shall be taken up by the supplier as per mutually agreed rates to be decided before execution, and shall be binding on the supplier. Supplier shall obtain approval for purchase of specific makes of equipment whose makes are not mentioned

in his offer. If two or more makes of the same equipment are mentioned in the form of alternatives, the supplier shall seek specific approval for choosing one make over another. All detailed design calculations regarding the selection of equipment sizes, system types etc. shall be submitted to JDS/Project authority for their specific observation and record. **16.0 INSPECTION** For indigenous items, the supplier shall invite JDS/Project authority for inspection and preliminary testing. Inspection may be required at various stages of manufacture/assembly for some items. For imported items, however, the supplier shall do the inspection, if required, at his cost and submit the necessary test certificate. 17.0 SITE WORK Protection of electronic equipment. **AND** It is the responsibility of the Bidder to ensure that all INSTALLATION. electronic instruments/items and control systemsshall befully protected against hostile environment, humidity, heat and dust that will be encountered During storage and installation. Temporary power supply Power supply for fabrication/erection at the proposed new Dairy shall have to be arranged by the successful bidder... Hence the Bidder shall be responsible for supply & distribution of power for site fabrication, lighting etc. In case the power is made available by the purchaser/project authority, the bidder will ensure safe operation of delicate electronic equipment used during construction, such as orbital welding machine, testing devices etc. to protect against damage from mains supply. In the event of a major power failure in the system, it shall be the responsibility of the Bidder to hire a diesel generator if this proves to be necessary. 18.0 After satisfactory installation and testing, a competent team COMMISSIONIG shall be deputed to commission the plant, run product trials AND **PRODUCT** and establish performance parameters. **TRIALS** On completion of the product/ load trials, the plant will be operated at full capacity to the satisfaction of the JDS/Project authority for a period of one week. If shut down occurs due to external Force Majeure reasons after 16 hours of operation on

	any day, this shall be considered as a full day of testing. If the							
	shutdown occurs at less than 16 hours of operation, the trials							
	shall be continued for an additional full day.							
19.0 TRAINING	Training shall for man important component of Project							
	Management and shall be undertaken by the supplier.							
	The supplier would train all levels of staff of the Project							
	authority in operating the plant and control systems including							
	managers, engineers, supervisors, operators and							
	maintenance personnel. Emphasis will be given on							
	application as well as operation. Training would begivenat							
	ite during testing and commissioning of the plant, and a							
	chedule will be proposed by the supplier, together with the							
	content of training programs. The schedule shall be made							
	well in advance							
20.0. STATUTORY	The Equipment & its installation shall meet the all statutory							
APPROVAL&REQ	equirements such as latest IER, Local Electrical Inspector,							
UIREMENTS.	State Electricity Board, Weights & Measures inspectorate,							
	Factories inspectorate, IBR, Explosive inspectorate, Pollution							
	control Board requirement, Local administrative Bodies,							
	Highway authorities, Aviation rules etc.							
	Statutory Approval for equipment, installation be obtained							
	from relevant statutory authorities and any modifications or							
	changes, as suggested by any f the authorities, complied with							
	by the successful bidder without any additional cost Approval							
	certificate/document shall be handed over to the							
	purchaser. Statutory fees shall be paid by the successful							
	bidder will be reimbursed on submission of original							
	receipt/challan.							

21.0PF	ROCESS
PERF	ORMANCE
&	UTILITY
CONS	UMPTION
GUAR	ANTEE

If the plant or any part thereof does not give the agreed process performance and consumption guarantees during the warrantee period due to reasons attributable to the supplier, the supplier shall, subject to following:

EQUIPMENT PERFORMANCE

The satisfactory performance of the

equipment/processing plant will be considered achieved if the plant operates above 98% of the rated capacity declared by supplier in the offer.

If the performance is between 95-98% of the rated capacity, penalty will be calculated at 2 % of the rupee value of the contract, per 1% of shortfall and part there of. If the performance is below 95%, the contractor will be required to upgrade the plant or replace the plant to comply with the above performance criteria. Otherwise the plant will be deemed unacceptable.

SERVICES REQUIREMENT

If measure demand of services in the plant is less than 102% of the consumption declared by the contractor, the buyer will accept that the service requirement guarantee has been achieved.

If the requirement of any of the services in the plant is between 102% and 105% of the declared demand, penalty will be charged at 2% of every 1% rise and part there of in consumption for each of the services which falls in the category of excessive demand. For the purpose of this calculation, only the main services, water, steam, power and chilled water will be considered.

If the measured demand for services and energy is above 105%, the contractor will be required to up-grade the plant or replace the plant to comply with the declared performance criteria. Otherwise the plant will be deemed un-acceptable.

The penalty shall be levied for shortfall in performance of individual sections.

However, if the shortfall in performance of any section affects theperformance of the other sections, then penalty shall be levied for the entire contract value of all the affected sections.

MAXIMUM LIABILITY

The maximum liability of suppliers on all counts of penalties including above, Liquidated Damages clause and other liabilities of any kind shall not exceed10% of Contract value.

11.3 FORMATS OF GUARANTEES:

- Guarantees for throughput of various sections of plant supplied.
- Product quality.
- Weight and Measurement tolerance.
- Milk solid loss to ETP & Product Loss.
- Service consumption.
- Formats for performance tests. Procedure for carrying out the.
- Method of measurement
- Test duration
- Evaluation methodology

11.4 UTILITIES CONSUMPTION

The following tables are to be completed by the bidder and returned withbidding documents. This is mandatory and failure to comply may make the bid deemed nonresponsive.

Utilities Cons	umption Data
Power	Peak Load kW Total Load kWh/day Tolerance ± %
Fuel	Peak Load Kg/hr Average Load Kg/Hr Total Load Kg/day Tolerance ± %
Soft Water& Raw Water (Separately)	Peak Load It/hr Average Load Lt/Hr Total Load It/day Tolerance ± %

Chilled	Peak Load TR/hr	
Water	Average Load TR/Hr	
	Total Load TR/day	
	Peak Chilled Water	
	flow Lit / Hr	
	Tolerance ± %	

PERFORMANCE TESTS

11.2.1 The bidder is required to detail the documentation proposed for performance tests of all major items of equipment and all major processes and services plant. This shall detail the guaranteed vs. actual throughput or output or performance (as relevant) and the tolerance of accuracy. Also the test methods proposed to demonstrate that these guarantees have been met.

22.OPTIONAL ITEMS

The entire system shall be designed with all provisions to include theoptional items in such a way that no major changes would be required in the system. The provision shall be made in the system irrespective of whether these additional items are supplied or not. The specifications of optional items shall be the same as that of similar items mentioned in tender.

The cost of optional items shall not be included in the calculation of total bid price. In the event that the purchaser, for supply, selects optional items, the quoted price for the optional item shall include all incidental costs of installing that item as part of the contract.

23.Technical Deviation Statement

The particulars of technical deviations from the requirements of the tender specifications may be furnished in a seperate statement to be submitted along with technical bid

24.0 JABALPUR SAHAKARI DUGDHA SANGH MARYADIT, JABALPUR DAIRY PLANT, IMALIYA , JABALPUR

(To be submitted along with the offer)

Envelop-A

Form —A Part-I

(Design and Supply of MILK POUCH FILLING MACHINE (FFS)-D/H and other accessories for Dairy plant Singrauli)

Technical bid (18)

S.NO.	PERTICULARS OF	CAPACITY	QTY	Nos/Lot/SET
	EQUIPMENT/MACHINERIES			
	DOUBLE HEAD MILK POUCH			
	FILLING MACHINE(FFS)			
01	ALONG WITH SERVICE	5000 PPH	02	SET
	PIPING AND POWER			
	CABLING.			

INSTALLATION & COMMISSIONNING & TESTING: Inclusive & Testing shall be done in coordination with the concerned staff of Jabalpur Dudh Sangh on safe receipt of machine at site. Supplier is required to complete Installation of the machine with utility connections as per guidelines from concerned staff of Jabalpur Dudh Sangh. It is the supplier's responsibility, to set the new machine into position for running, to make all necessary service connections such as electricity, air, water, etc., to the machine. The necessary standard tools tackles required during commissioning of the machines are to be arranged by supplier.

(19) APPLICABLE FORMS

PERTICULARS OF UNIT/ORGANISATION

I/We hereby furnish following particulars about our unit :

1.	Name of the Unit
2.	Address of the Unit
3.	Name & Address of the
	Directors/Partners
4.	Name with Designation of other persons :
5.	Telephone /Fax No
6.	Telegraphic Address
7.	Particulars of the Registration certificate issued by the Directorate of Industries Registration No. & Date
8.	GST No. & Date
	State
9.	GST and income tax Assessment /Clearance has been made for the year last two years

Time	
If "YES", when and Why? (NO Give Reasons in Detail :
•	: :
(Please fill the Technical sp	ecifications in (separate sheet may be attached)
14. If you Propose to Diversi expected time	fy to Technological advancement if so, What is the
15. Name & address of service	canters/engineers
may	ied to coop. milk unions in last 5 years (separate sheet be attached)
17. Annual turnover of the firm 18. Whether the EQUIPMENTs	rom EQUIPMENT segment (attach proof)are being manufactured in India
19. EMD details : DD No Amount Rs	Date :
I/We undertake that the infor the best of my/our Knowledge Date:	mation furnished in this tender document is correct to and belief.

Place:

Signature of authorized Signatory of the Unit

(with seal)

CONTRACT AGREEMENT FORM

(Refere clause 20(III) of General Terms and Conditions) (On a Non-Judicial Stamp Paper of Rs.500.00)

THIS	AGREEMENT is made at Jabalpur on the day of 20
betwe	en Chief Executive Officer, Jabalpur Sahakari Dugdha Sangh Maryadit,
Jabalp	our,MP, India (hereinafter called "JDS")oftheonepartand
	(hereinafter called "the Contractor") of the other part.
WHE	REAS JDShas appointed Supplier/Contractor to get work done under the
contra	act of the bid which has been submitted bySupplier/ Contractor and who has
	ted a bid in response to the JDS' Bidding Document Reference
	with regards to undertaking of the Mechanical
&Elec	trical work, for a sum of Rs (Rupees
)	· · ·
(here	in after called "the Contract Price").
•	THIS AGREEMENT WITNESSTH AS FOLLOWS:
1.	In this agreement words and expressions shall have the same meaning as in
	the Terms and Conditions and in respective Sections in the above referred
	Bidding Document.
2.	The following documents shall be deemed to form and be read and
	construed as part of this Agreement, viz
	a. the offer and price schedule submitted by the Contractor:
	b. the scope of work/ supply ofitemsandthetechnical specifications in
	respective section of the above referred Bidding Document:
	C. The General terms and conditions, special conditions of erection and
	commissioning inrespective Sections in the above referred Bidding Document:
	d. The JDS Work Order No dated (Fileref.:)
3.	In consideration of the payments to be made by the JDS to the Contractor,
	theContractor hereby covenants with the JDS to undertake the
	at
	Jabalpur Sah. Dugdha Sangh and to remedy defects therein in conformity in
	all respects with the provisions of the Work Order given by the
	Consultant and Bidding Document.
	WITNESS whereof the parties hereto have caused this agreement to be
	executed in accordance with their respective laws the day and year first
	above written.

Signed, Sealed and Delivered by Signed, Sealed and Delivered by the said the said

Authorized Signatory Authorized SignatoryChief Executive Officer, Jabalpur ContractorSahakari Dugdha Sangh Maryadit, Jabalpur,MP, India

In the presence of: In the presence of:

Witness Witness

1) Signature 1) Signature

Name Name Address Address

2) Signature 2) Signature

Name Name Address Address

(Form of Bank Guarantee for Performance Security)

(Refere clause 21-A(c) of General Terms and Conditions)
(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

Bank Guarantee No Date:
This deed of performance guarantee made this day of 20 (Two Thousand) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives successors and assignees and the _Chief Executive Officer, Jabalpur Sahakar Dugdha Sangh Maryadit, Jabalpur,MP, India_(hereinafter referred to as "JDS" which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.
Whereas, JDS has awarded a Contract and Purchase order bearing No dated or M/s (Name and address of the party) (hereinafte
referred to as the `Supplier') for the
at Jabalpur Sah. Dugdha SanghAnd whereas, the Supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the JDS as per terms and conditions of the Bidding Documents and the Contract which will be kept valid up to calendar months from the date of Bank Guarantee (the period should be till end of warranty period).
In consideration to the above where in JDS has awarded the contract/purchase order to the Supplier, we (name of the Bank), do hereby guarantee, undertake, promise and agree to with the Service Recipient, its legal representatives, successors and assignees that the within named (name of the Supplier) their legal
representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed of fulfilled, at the time (time being the essence of the contract) and in the manne therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the JDS of Rs (Rupees only) being the 10% of the contract value, without

any	demur	in c	ase	the	Supplier,	their	legal
represent	tatives and	assignees	do not	faithfully	perform and	fulfill	everything
within the	e Bidding Do	ocument ar	nd the Co	ntract/Pur	chase order o	n their	part to be
	•				er therein pro		•
•	nd promptly				·		
In case,	the Supplier	fails to p	erform o	r fulfill the	e Contract/ Po	urchase	Order as
-		_	-		s entitled to de		
equal to F	₹s		bein	g the 10%	of the contra	act valu	e from the
Supplier a	and the dem	nand made	by the J	DS itself v	will be conclus	sive evi	dence and
proofthatt	he Supplier	has failed	to perform	m or fulfill	his obligation	is and	neither the
Supplier r	nor the Bank	will be enti	itled to ra	ise any di	spute regardir	ng the r	easons for
the failure	of performa	nce or fulfil	lment, on	any groun	d.		
We,	(name	e of the E	Bank), do	hereby	undertake to	pay a	n amount
equal to	Rs		bei	ng the 10°	% of the orde	r value	, being the
amount d	lue and pay	able under	r this gua	rantee wi	thout any dei	mur, m	erely on a
demand f	from the JD:	S which h	nas to be	served o	n us before t	he exp	iry date of
Bank Gu	arantee i.e.,			stating tha	it the amount	claimed	is due by
way of no	n-performand	ce of the co	ntractual	obligations	s as aforesaid	by the	Supplier or
by reas	on of the	Supplier	's failur	e to pe	erform the	said	contractual
commitme	ents/Purchas	e Order,	any such	demand	made on th	e Banl	shall be
conclusiv	e as regard	ds the am	ount due	and pay	able by the	Bank	under this
guarantee	e. However,	our liabilit	ty under	this guara	antee shall be	e restri	cted to an
amount n	ot exceeding	g Rs		(Rupe	es		· · · · · · · · · · · · · · · · · · ·
	onl	y) being the	e amount (equal to 10	0% of the total	order v	alue.
We,	(nam	ie of the Ba	ank), furth	er, agree	that the perfo	rmance	guarantee
herein co	ntained shall	I remain in	full force	and effect	t for a period	of	_ calendar
months fr	om the date	of Bank g	uarantee	(the perio	d should be ti	II end o	of warranty
period) ai	nd till the Se	rvice Recip	ient certifi	es that the	terms and co	nditions	of the said
contract/	purchase or	der have	been full	y and pro	operly carried	out by	y the said
Supplier a	and accordin	gly dischar	ge the gu	arantee, u	ınless a dema	nd or c	laim under
this gua	rantee is	made on	us in	writing I	by the JDS	on	or before
		_, we sh	all be di	ischarged	from all lia	bilities	under this
performar	nce guarante	e thereafter	·.				
We,	(name	of the Ba	nk), furthe	er agree v	vith the JDS t	hat the	JDS shall
have the	e fullest lib	erty witho	out our o	consent a	and without	affectin	ng in any
manner o	our obligatio	ns here u	nder to v	ary any d	of the terms a	and co	nditions of

the said

Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the JDS against the Supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of the JDS to the said Supplier by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

The Bank agrees that the amount hereby guaranteed shall be due and payable to the JDS on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bankeither by actual delivery thereof to the Bank or by despatch thereof to the Bank by Registered Post at the address of the Bank.

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

We,	_(the name o	of Bank) , un	dertake	e to renew	the Bank G	uarar	itee
provided the reques	t for renewal	is made by	the su	pplier before	e the expiry	of B	ank
Guarantee.							
	//I	(D)					
We,	(the nam	e of Bank),	lastly	undertake	not to rev	oke	this
guarantee during its	currency ex	cept with the	previo	us consent	of the JDS	in wri	ting
and the guarantee	shall be a	continuous	and ir	revocable	guarantee	up to	э а
sum of Rs.	(Rupee	s			only).		

Notwithstanding anything stated here	einbefore:	(i) c	our liability	under	this
guarantee is restricted to Rs	(ii) the	guarant	ee shall rema	ain in ford	e till
20 and (iii) The Bank	k is liable to	pay the	guarantee a	mount or	any
part thereof under this bank guaran	tee only if the	he JDS	serves upor	the Ba	nk a
written claim or demand on or before		·			
(SIGNATURE)					
Place: SEAL					
Date:					
CODE NO					
NOTE:					

- 1 THE SUPPLIER SHOULD ENSURE THAT SEAL AND CODE NO. OFTHESIGNATORYISPUTBYTHEBANKERS,BEFORESUBMISSION OF THE BANK GUARANTEES.
- 2 STAMP PAPER IS NOT REQUIRED IN CASE OF FOREIGN SUPPLIERS.
- 3 THE VALUE OF STAMP DUTY SHOULD BE AS PER THE LATEST STAMPACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANKGUARANTEE ISSUED.

SITE LAYOUT AND BUILDING PLAN

SITE LAYOUT



