

SPENT WASH BASED INCINERATION BOILER

NEERA BHIMA SAHAKARI SAKHAR KARKHANA LTD;

Shahajinagar, A/P Redni,
Tal. Indapur & Dist. Pune,
Maharashtra - 413114, India

BID DOCUMENT

FOR

DESIGN, SUPPLY, ERECTION AND COMMISSIONING OF

SPENT WASH FIRED 38 TPH BOILER

ALONG WITH ITS ELECTRICAL

Tender No. NBSSKLT/SPENT WASH BOILER/2021

VOLUME - I & II



July, 2021
TENDER NOTICE

CONSULTANT

VASANTDADA SUGAR INSTITUTE
MANJARI (BK), PUNE, MAHARASHTRA

VOLUME - I

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SPENT WASH BASED INCINERATION BOILER

I. INSTRUCTIONS TO BIDDERS

1. Scope

1.1 The NEERA BHIMA SAHAKARI SAKHAR KARKHANA LIMITED., Shahajinagar, A/P. Redni, Tal. Indapur & Dist. Pune, Maharashtra - 413114, India (hereinafter referred to as the PURCHASER) wishes to receive the Bid for the supply, delivery, installation and commissioning of the goods, materials and equipment (such goods, materials and equipment hereinafter referred to as the goods) as described in the various sections in volume II of the bid documents, for their sugar unit Shahajinagar, A/P. Redni, Tal. Indapur & Dist. Pune, Maharashtra - 413114, India

1.2 All bids are to be completed and returned to the PURCHASER in accordance with these instructions to BIDDERS.

1.3 Before submitting the offer, the BIDDERS are advised to visit and inspect the site and the environment and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.

2. Cost of bidding

2.1 The BIDDER shall bear all costs associated with the preparation of the bid. PURCHASER / CONSULTANT will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

3. Joint Ventures

3.1 In the event that the successful BIDDER is a joint venture formed of two or more companies, the PURCHASER requires that the parties to the joint venture accept liability jointly and severally for all obligations under the contract.

4. Assurance

4.1 The successful BIDDER will be required to give satisfactory assurance of its ability and intention to supply the goods and services pursuant to the contract, within the time set forth therein.

5. Bidding Documents

5.1 The required goods and services, bidding procedures and contract terms are prescribed in this volume I of the bidding documents. The volume II of the bidding documents gives the technical specification, drawings and data sheets & schedules according to which the equipment is to be designed, manufactured, supplied erected and commissioned. The data sheets and schedules to be filled up and submitted along with the offer by the Supplier. These data are required for the full understanding of the equipment offered.



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5.2 **BIDDERS shall carefully study all sections of these bidding documents and there shall not be any deviations. If any deviation is there the same shall be discussed in the prebid meeting. It is understood that in all other aspects, the offer conforms to the specification and the PURCHASER reserves the right to evaluate the bid as such without any further reference to the BIDDER.**

5.3 If the **BIDDER** indicates any comment on this specification in their bid, the same will not be accepted. No extra claims on account of the lack of understanding of the clauses/articles on the part of the **BIDDER** will be entertained by the **PURCHASER** after the award of contract.

5.4 **BIDDERS shall furnish all the data/information called for in the various schedules in Volume II, failing which the bid will be considered as incomplete and non-responsive and the PURCHASER reserves the right to reject the bid.**

6. Clarification on bidding documents

6.1 In case, any clarification is required, the **BIDDER** shall obtain the same from the **PURCHASER/CONSULTANT** in writing by E-mail or by letter or in person so as to ensure submission of bid on or before the bid closing date. All such clarifications shall be binding both on the **PURCHASER** and the **BIDDERS**.

6.2 All communications seeking clarification shall be sent to the **PURCHASER/CONSULTANTS**.

6.3 Written copies of the **PURCHASER's/ CONSULTANT's** response (including an explanation of the query, but without identifying the source of the enquiry) will be sent to all prospective **BIDDERS** who have been issued the bid documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bid, the **PURCHASER** may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective **BIDDER**, modify the bidding documents by amendment.

7.2 The amendment shall be part of the bidding documents and will be notified in writing or by fax or E-Mail /MOM to all prospective **BIDDERS** who have received the bidding documents, and will be binding on them. **BIDDERS** will be required to acknowledge receipt of any such amendment to the bidding documents.

7.3 In order to afford prospective **BIDDERS** reasonable time in which to take the amendment into account in preparing their bid, the **PURCHASER** may, at their discretion, extend the deadline for the submission of bid.

8. Language of the bid

8.1 The bid prepared by the **BIDDER** and all correspondence and documents relating to the bid exchanged by the **BIDDER** and **PURCHASER/CONSULTANT**, shall be written in the English language, provided that any printed literature furnished by the **BIDDER** though written in another language, shall be accompanied by an English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.



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9. Qualification of BIDDERS

- 9.1 Only **BIDDERS** who have previous experience of five years & in the same field of the work of this nature and description detailed in this tender specification are expected to quote for this work, duly detailing their experience along with the offer. Offers from **BIDDERS** who do not have proven and established experience in the field are not likely to be considered.
- 9.2 The documentary evidence of the **BIDDER's** qualifications to perform the contract if the bid is accepted shall be established to the **PURCHASER's** satisfaction.
- 9.3 In the case of a **BIDDER** offering to supply goods under the contract which the **BIDDER** does not manufacture, the **BIDDER** shall have been duly authorized by the good's manufacturer, to supply and service the goods in India.
- 9.4 In the case of a **BIDDER** where a collaborator is associated with this bid, the bid shall be accompanied by a document addressed to the **PURCHASER** and signed by the collaborator declaring the collaboration agreement.
- 9.5 In addition to the above, to be eligible for the award of the contract, all of the following basic criteria shall be fulfilled. Performance of such installations shall be satisfactory and necessary documentary evidence to prove this shall be submitted along with the bid.
- 9.5.1 The **BIDDERS** should be manufacturers / authorized representatives of manufacturers and they should be in the line of business of manufacturing /representing related business of similar capacity for the last five (5) years.
- 9.5.2 The **BIDDERS** should have designed, engineered, supplied, erected and commissioned a minimum of three (3) of similar capacity and parameters have been sold and have been in operation satisfactorily for at least three (3) years.

10. Previous Experience

- 10.1 A statement giving particulars, duly supported by documentary evidence of the various services rendered for similar work by the **BIDDER** indicating the particulars and value of each work, the site location and the duration and date of completion and also such work that are under progress shall be submitted by the **BIDDERS** along with their offers.

11. Documents Comprising the Bid

- 11.1 The bid prepared by the **BIDDER** shall comprise of the following:
- a) Completed bid form and with complete technical details including the data sheets and all schedules completed in accordance with the requirement of volumes - I and II.
 - b) Documentary evidence established to the requirement of the relevant clause that the **BIDDER** is qualified to perform the contract if the bid is accepted.



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11.2 The bid prepared by the **BIDDER** shall be in three (3) parts.

Part - I - Technical & Unpriced Commercial Bid
Part - II - Price Bid
Part- III- EMD

11.3 **PART - I - TECHNICAL & UNPRICED COMMERCIAL BID**

Technical bid shall indicate the following to the extent applicable:

- a) **BIDDER's** confirmation that the goods and ancillary services to be supplied by the **BIDDER** conform to the bidding documents.
- b) Complete scope of supply supported by documents, brochures, standards, catalogue etc. as applicable.
- c) List of spare parts for the erection and commissioning of all systems and equipment.
- d) List of spare parts for two years' operation and maintenance.
- e) List of maintenance tools and tackles.
- f) Layout drawings and sketches with dimensions of equipment and indicating limits of supply.
- g) **BIDDER** shall state the names of the manufacturers proposed for every equipment / item of materials which is not of his own manufacture and establish that the **BIDDER** is duly authorized by the manufacturer to supply such goods in India. The sub-vendor's written confirmation that they will supply the spares for the items of their manufacture directly to the **PURCHASER** if and when such a request is made shall be enclosed.
- h) **BIDDER** should certify that they will give shop drawings of spare parts and also main equipment to enable repair and maintenance after installation at site.
- i) Nature of maintenance assistance available / offered by **BIDDER**.
- j) Planning for erection and commissioning.
- k) Delivery schedule and place of manufacture / delivery.
- l) Manufacturing schedule with brief statement of the activities and time estimation leading to quoted delivery separately for each category of equipment.
- m) Reference list of customers using similar equipment and materials.
- n) Complete filled up data sheets as requested by **PURCHASER / CONSULTANT**.
- o) Lubrication schedule
- p) Information on shipping weights and cubage (length, width and height) with special attention to heavy and oversize packages.



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- q) Statement regarding expiry date of labor contracts at the **BIDDER's** manufacturing works.
- r) Current certified financial statement and organization chart.
- s) Deviation from **PURCHASER's** specification (technical conditions), if any.
- t) Confirmation on acceptance of part order.
- u) Training facilities offered.

Unpriced Commercial Bid shall indicate the following:

- a) Terms of Payment
- b) Confirmation that firm prices have been quoted.
- c) Port/place of shipment.
- d) Statement that all taxes and duties levied by the exporting country/India are included.
- e) Acceptance of general terms and conditions of the purchase.
- f) Terms and conditions for deputing engineers and technicians.
- g) Confirmation that validity of bid for 120-days and 120-days for spares from the price bid opening date.
- h) Information requested under Clause - 9.
- i) Solvency certificate
- j) Income Tax return certificate for last three years
- k) Turnover certificate of last five years
- l) statement of credentials/performance certificates
- m) Net worth certificate by Chart. Accountant (CA)
- n) Audited financial statements for last three years
- o) PAN card copy
- p) TAN details
- q) GST migration number
- r) ADDHAR card of authorized person

11.4 PART - II - PRICE BID

Should cover the bid price and other related costs as per schedule.

11.5 PART-III-EMD

The EMD amount in form of Demand Draft (DD) of nationalized bank will be accepted.

All three parts shall be enclosed in separate envelopes.



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12. Price and Rates

- 12.1 The price to be quoted by the **BIDDERS** shall be in Indian rupees and the quotation shall be in accordance with the requirement of the relevant schedules in the bid specification. The price shall include all taxes (GST) and duties as called for elsewhere in this specification
- 12.2 The prices quoted shall be for complete supply, inspection, packing and forwarding, freight and transit insurance, port clearances, statutory fees payable, unloading at site, erection, commissioning and testing of equipment and handing over the same to the **PURCHASER**.
- 12.3 The **BIDDER** shall furnish total price as called for in the relevant schedule of Volume-II.
- 12.4 Indigenous **BIDDERS** shall arrange for their own required licenses and foreign exchange, if imported components are considered in the equipment supply

13. Validity and Firm Price

- 13.1 The prices quoted by the **BIDDERS** shall be kept open and valid for acceptance for a minimum period of ninety (90) days from the date of opening of the offers. The quotation shall be for the entire scope of work on the '**FIRM PRICE**' basis. No escalation whatsoever is acceptable. The quotations not on the basis of '**FIRM PRICE**' will be treated as non-responsive and they run the risk of rejection.
- 13.2 Prices shall be written in both words and figures. In the event of difference, the prices in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to the total price.

14. Format and Signing of Bid

- 14.1 The original bid form and accompanying documents clearly marked "Original", plus two (2) copies must be received by the **PURCHASER / CONSULTANT** at the date, time and place specified, pursuant to clauses-15 and 16. In the event of any discrepancy between the original and the copies, the original shall govern.
- 14.2 The original and all copies of the bid shall be typed and xerox shall be signed by the **BIDDER** or a person or persons duly authorized to sign on behalf of the **BIDDER**. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initiated by the person or persons signing the bid. The name and position held by each person signing must be typed or printed below the signature.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors and such corrections shall be initiated by the person or persons signing the bid.



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15. Sealing and Marking of Bid

- 15.1 The **BIDDERS** are requested to prepare their offers in one (1) original and two (2) copies, the price bid and Earnest Money Deposit (EMD) and shall submit in 3 separate sealed envelope to the following addresses.
- 15.1.1 The **first envelope** should contain two (2) sets (One original and one copy) of technical bid of unpriced commercial bid. This envelope should be clearly marked **“Technical & Unpriced Commercial Bid” and shall be addressed to the PURCHASER at the address given in project information.**
- 15.1.2 The **second envelope** should contain the one (1) set of technical bid and one (1) set of unpriced commercial bid and should be clearly marked **“Technical and Unpriced Commercial Bid” and shall be addressed to the CONSULTANT at the address given in project information.**
- 15.1.3 The **third envelope** should contain the price bid should be clearly marked **“Priced Bid” and shall be addressed to the PURCHASER at the address given in project information.**
- 15.1.4 The **fouth envelope** should contain the Demand Draft for the Earnest Money Deposit for Rs. 28.00 Lac only (Rupees Twenty eight Lacs. Only.) and should be clearly marked **“EMD “ and shall be addressed to the PURCHASER at the address given in project information.**
- 15.1.5 All the envelopes shall bear the title, “spent wash fired boiler”, enquiry number, bid closing date and brief description of the contents”.
- 15.1.6 The name and address of the **BIDDER** shall be clearly marked on the envelope to enable the bid to be returned unopened in case it is declared "late".
- 15.2 If the envelopes are not sealed and marked as required in this clause, as the case may be, the PURCHASER will assume no responsibility for the bid's misplacement or premature opening.
- 15.3 If the **BIDDER** does not submit the Unpriced commercial bid separately and submit the same only along with the prices, **PURCHASER** reserves the right to open the envelopes containing prices and commercial terms.

16. Deadline for Submission of Bid

- 16.1 **The original TECHNICAL & UNPRICED COMMERCIAL BID, PRICE BID and EMD** together with the required copies, must be received by the **PURCHASER**, not later than the time and date mentioned in the advertise.
- 16.2 The **PURCHASER** may, at their discretion, extend the deadline for the submission of bid by amending the bidding documents, in which case all rights and obligations of the **PURCHASER** and **BIDDERS** previously subject to the deadline will thereafter be subject to the deadline as extended.



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17. Late Bid

17.1 Any bid received by the **PURCHASER** after the deadline for submission of bid so prescribed by the **PURCHASER**, shall be declared "late".

18. Modification and Withdrawal of Bid

18.1 The **BIDDER** may modify or withdraw the bid after submission of bid, provided that written notice of the modification or withdrawal is received by the **PURCHASER** prior to the deadline prescribed for submission of bid.

18.2 The **BIDDER's** modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-15. A withdrawal notice may also be sent by E-mail or fax but must be followed by a signed confirmation copy.

18.3 No bid shall be modified subsequent to the deadline for submission of bid.

18.4 No bid shall be withdrawn in the interval between the deadline for submission of bid & the expiration of the period of bid validity specified by the **BIDDER** on the bid form.

19. Acceptance / rejection of quotation

19.1 The acceptance / rejection of the bid will rest with the **PURCHASER** who do not bind themselves to accept the lowest bid or any bid and reserve to themselves the full rights for the following without assigning any reason whatsoever.
To reject any or all of the bids.
To split up the work amongst two or more **BIDDERS**. To award the work in part.

19.2 Conditional and unsigned bids, bids containing absurd or unworkable prices bids which are incomplete and otherwise considered defective and bids not in accordance with the tender conditions and specification, etc., are all liable to be rejected.

19.3 If a bidder quits business after the submission of the bid or after the acceptance of their bid, the **PURCHASER** may at their discretion reject such bid. If a partner of a firm exists from business after the submission of the bid or after acceptance of the bid, the **PURCHASER** may cancel such a bid at their discretion unless the firm retains its character.

19.4 The successful **BIDDER** should not sub-contract a part of the complete work undertaken by them without written permission from **PURCHASER**. The **BIDDER** on whom the contract is awarded is solely responsible to the **PURCHASER** for the completion of the awarded work.

20. Opening of the price Bids by Purchaser

20.1 The technical bids will be evaluated with regard to the scope, terminal points, exclusions and the general technical specifications of all the equipment to be supplied by the **BIDDER** and the qualification of the **BIDDER** to execute the job.

20.2 The **BIDDER's** names, prices of main bids, all discounts offered, modifications and bid withdrawals, and the presence or absence of the requisite bid security, and such other



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details as the **PURCHASER**, at its discretion, may consider appropriate will be announced and recorded at the opening. Any bid price or discount which is not read out and recorded at bid opening will not be taken into account in bid evaluation.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to the **BIDDERS** or any other persons not officially concerned with such process. Any effort by a **BIDDER** to influence a **PURCHASER's** processing of bids or award decisions may result in the rejection of the **BIDDER's** bid.

22. Clarification of Bid

22.1 To assist in the examination, evaluation and comparison of bid, the **PURCHASER** may at their discretion, ask the **BIDDER** for a clarification of their bid. All responses to request for clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

23. Preliminary Examination

23.1 The **PURCHASER** will examine the bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, & whether the bids are generally in order

23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total cost will be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the total cost shall prevail and the total bid amount will be corrected.

23.3 Prior to the detailed evaluation, pursuant to clause-23, the **PURCHASER** will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without deviation.

23.4 A bid determined as not substantially responsive will be rejected by the **PURCHASER** and may not subsequently be made responsive by the **BIDDER** by correction of the non-conformity.

23.5 **BIDDER** shall submit no deviation certificate in the technical bid

24. Conversion to Single Currency

24.1 To facilitate evaluation and comparison, all the bid prices in the various currencies, shall be converted to Indian rupees, at the selling exchange rate established by the Reserve Bank of India for similar transactions, on the date of opening of the price bid to be decided by the **PURCHASER**.



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25. Evaluation and Comparison of Bid

25.1 The **PURCHASER** will evaluate and compare the bid previously determined to be substantially responsive.

25.2 The **PURCHASER**'s evaluation of a bid will take into account, in addition to the bid price, the following factors, in the manner and extent indicated below:

- (a) Work schedule offered in the bid; The **PURCHASER** requires that the goods under the contract shall be delivered, erected and commissioned within twelve (12) months from the date of notification of award. No credit will be given to earlier deliveries.

Bid offering delivery, erection and commissioning beyond twelve (12) months will be treated as non-responsive and rejected.

- (b) Deviations in payment schedule from those specified in the conditions of the contract.

The General Conditions of contract stipulate the payment schedule offered by the **PURCHASER**. If a bid deviates from the schedule and if such deviation is considered acceptable to the **PURCHASER**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in the General Conditions of contract, at a rate of fifteen (15%) percent per annum.

25.3 The **PURCHASER/CONSULTANT**'s evaluation shall also take into account the following:

- a) **BIDDER**'s experience in manufacturing and supply of similar plants / equipment or materials for the intended service on the basis of information provided by **BIDDER**. Equipment of similar scope to that required by technical specification should have been in operation satisfactorily for a minimum period of three years in plant installation for project completed within the previous five years. Bid not fulfilling this requirement will not be considered technically acceptable.
- b) **Availability in India of spare parts and "after-sale service" for the equipment offered in the bid.**
- c) The quality and adaptability of equipment offered.
- d) **BIDDER**'s guarantees nature of warranties and warranty period.
- e) Willingness to give shop drawings of spare parts and main equipment.
- f) Confirmation from the sub-vendors that for future supply of spare parts for bought out items, the sub-vendors shall supply such spares directly to the **PURCHASER** as and when **PURCHASER** so requests.

26. Notification of Award

26.1 Prior to the expiration of the period of bid validity, the **PURCHASER** will notify the successful **BIDDER** by E-mail or fax to be confirmed by letter that their bid has been accepted and this "notification of award" as above will constitute formation of contract".



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26.2 The successful **BIDDER** on receipt of "notification of award" shall convey his acceptance by return E-mail or fax and to be confirmed by letter within 10-days.

26.3 Delivery shall be counted from the date of receipt of this "notification of award".

27. Award of contract and purchaser's right to vary quantities at the time of award.

27.1 The **PURCHASER** will award the contract to the successful **BIDDER** whose bid has been determined to be substantially most responsive after the final negotiations held with the most competitive **BIDDERS**.

27.2 Wherever applicable, the **PURCHASER** reserves the right at the time of award of the contract to increase or decrease by up to 40% the quantity of goods and services without any change in unit price or other terms and conditions.

27.3 Under possible circumstances, the **PURCHASER** reserves the right to split the contract which may result from this enquiry, between two or more **BIDDERS** at the prices accepted.

28. Signing of contract

28.1 **PURCHASER** will send the contract to the successful **BIDDER** who of its receipt, shall countersign and return it to the **PURCHASER** as a token of unconditional acceptance failing which, the **PURCHASER** has the right to cancel / withdraw the contract.

29. Verification by purchaser

29.1 All statements submitted by **BIDDER** regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the **PURCHASER** either before placement of order or after placement of order. If any data submitted by the contractor at the bid stage is found to be incorrect, the offer is liable to be rejected or the contract is liable to be terminated.

30. Financial Status/Turn over for last five years

A certificate from a scheduled bank to prove their financial capacity to undertake the work duly indicating financial limits that the bidder enjoys, shall be furnished by the bidder along with their offer. The bidder shall also furnish turnover for last five years duly appraised by Chartered Accountant (CA), the latest annual report in their bid.

31. Income tax Certificate

A certificate of income tax return for last three years from the appropriate authority in the prescribed form, shall be submitted along with the bid.

32. Solvency



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Solvency certificate obtained from bankers

33. Commitment from Sub-Vendors of the Bidder

The bidders should get a firm commitment from their major sub-vendors for guarantee obligation, supply, engineering and commissioning assistance for the sub-vendor's scope of supply. The commitment should be attached with the bid in the form of an agreement or a memorandum of understanding, if the components supply from the major sub-vendors forms 20% or more of the total value.

34. Earnest Money Deposit

EMD shall be in the form of Demand Draft (DD) in favour of Neera Bhima SSK Ltd of any **Nationalized Bank**.

EMD of the unsuccessful tenders will be refunded without any interest within Ninety (90) days from the date of submission of the tenders.

EMD of the successful tender's will be converted to Advance bank Guarantee. Such deposits will not bear any interest whatsoever



IMPORTANT

THE OFFER SHALL BE BASED ONLY ON THE TERMS AND CONDITIONS GIVEN IN THESE BID DOCUMENTS. AS THERE WILL NOT BE ANY TECHNICAL DISCUSSIONS OR CLARIFICATIONS SOUGHT FROM THE BIDDERS, AFTER SUBMISSION OF THE BIDS, THE BIDDERS ARE ADVISED TO PREPARE THE BIDS COMPLETELY IN LINE WITH THE TENDER REQUIREMENT WITHOUT ANY DEVIATIONS. IN CASE THE BIDDERS NEED ANY CLARIFICATIONS ON THE TENDER DOCUMENTS, THEY ARE ADVISED TO CONTACT THE PURCHASER/CONSULTANT AND GET THEIR POINTS CLARIFIED IN THE PRE BID MEETING TO BE HELD ON ----- AT THE SUGAR FACTORY SITE BEFORE THE SUBMISSION OF THE BIDS. THE OFFER OF ANY BIDDER GIVING THEIR OWN SEPARATE SET OF TECHNICAL AND COMMERCIAL TERMS AND CONDITIONS WILL BE CONSIDERED AS NON-RESPONSIVE AND REJECTED.

BIDDERS SHOULD ENCLOSE THE PROFORMA FOR PERFORMANCE STATEMENT AS PER THE FORMAT GIVEN IN THE ANNEXURE VII-C OF VOLUME-I, TO GET QUALIFIED.



II. TERMS & CONDITIONS FOR THE SUPPLY CONTRACT

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1. GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

1.1 Use of Contract documents and information

- 1.1.1 The **SUPPLIER** shall not, without the **PURCHASER's** prior written consent, disclose the contract, or any provision thereof, or any specification, drawing, pattern, sample or information furnished by or on behalf of the **PURCHASER** in connection therewith, to any person other than a person employed by the **SUPPLIER** in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.1.2 The **SUPPLIER** shall not, without the **PURCHASER's** prior written consent, make use of any document or information specified in clause-1.1.1 above, except for purposes of performing the contract.
- 1.1.3 Any document other than the contract itself, specified in clause-1.1.1 above, shall remain to be the property of the **PURCHASER** and shall be returned (in all copies) to the **PURCHASER**, on completion of the **SUPPLIER's** performance under the contract, if so required by the **PURCHASER**.

1.2 Change orders

- 1.2.1 The **PURCHASER** may at any time, by written notice to the **SUPPLIER**, make changes within the general scope of the contract.
- 1.2.2 Upon notification by the **PURCHASER** of such change, the **SUPPLIER** shall submit to the **PURCHASER** an estimate of costs for the proposed change (hereinafter referred to as the change or changes), including any change in the schedule of payments, within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) on the delivery dates under the contract, as well as a detailed schedule for the execution of the change, if applicable.
- 1.2.3 The **SUPPLIER** shall not effect changes in accordance with clause-1.2.1 above until the **PURCHASER** has authorised a change order in writing on the basis of the estimate provided by the **SUPPLIER** as described in clause-1.2.2 above.
- 1.2.4 Adjustments in the work schedule or the contract price authorized by a change pursuant to clause-1.2.3 are not subject to renegotiation, and such adjustments shall be deemed to include any cumulative effect of this and previously authorized changes.
- 1.2.5 Changes mutually agreed upon shall constitute a part of the work under this contract, and the provisions and conditions of the contract shall apply to the said changes.
- 1.2.6 In the event, the **PURCHASER** shall cause the **SUPPLIER** to expend labour or materials, or both, of any nature in order to provide the **PURCHASER** with information upon which to base a decision as to whether a change should be ordered, the **PURCHASER** shall reimburse the **SUPPLIER** for the total costs related to supplying such information. However in cases, where such costs are involved, prior approval of **PURCHASER/PURCHASE COMMITTEE** shall be obtained.



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1.2.7 Except with the express permission of the **PURCHASER**, the supply of goods shall not be delayed pending agreement of costs or schedules affected by minor changes.

1.3 Contract amendments

1.3.1 Subject to clause-1.2, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the parties.

1.4 Sub-contracts & make of plant and machinery

1.4.1 The **SUPPLIER** shall not sub-contract all or any part of the contract without notifying the **PURCHASER** in writing, of the details of the sub-contractor and the item sub-contracted. Only approved sub-contractors of the **SUPPLIER** shall be employed.

1.4.2 The **SUPPLIER** guarantees that any and all sub-contractors of the **SUPPLIER**, for performance of any part of the work under the contract, will comply fully with the terms of the contract applicable to such part of the work under the contract.

1.4.3 The make of the main components to be supplied by the **SUPPLIER** shall be one of the makes specified in the LIST OF APPROVED MAKES OF COMPONENTS given in Volume II of II of this bid document. If the make of the component is not one of the vendors given in the approved list, the approval from the **PURCHASER** / Consultant has to be obtained.

1.5 Country of origin

All major equipment shall be manufactured in India at the **SUPPLIER's** works.

1.6 Inspection and tests

1.6.1 The **SUPPLIER** shall submit the quality plan within six (6) weeks of entering into an agreement with the **PURCHASER**. The quality plan shall indicate the quality control procedure adopted by the **SUPPLIER** for inspection and in-process quality control procedures for the various items to be manufactured / procured / fabricated from their sub-vendors works. Based on the list, the **PURCHASER** or their inspecting agency shall send the **SUPPLIER** within two (2) weeks of receipt of the quality plan, the list of items of machinery and equipment requiring **PURCHASER's** inspection before dispatch.

1.6.2 The **PURCHASER** / **CONSULTANT** / **PURCHASER INSPECTION AGENCY**, shall have the right to inspect the work being carried out under this contract and to test the goods to confirm their conformity to the specification. The Special Conditions of Contract or the specification or both shall specify what inspections and tests the **PURCHASER** requires and where they are to be conducted. The **PURCHASER** shall notify the **SUPPLIER** in writing of the identity of **PURCHASER's/CONSULTANT's** technical staff retained for this purpose. Notwithstanding the inspection mentioned above, the **PURCHASER** has the right to reject the goods even after the supply, if they do not conform to the specification, and any defect found at the time of installation and commissioning shall be rectified at **SUPPLIER's** cost and / or replaced if the defect cannot be rectified.



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- 1.6.3 The inspections and tests may be conducted at the premises of the **SUPPLIER** or their sub-contractor(s), at point of delivery and at the final destination of goods. Where conducted at the premises of the **SUPPLIER** or their sub-contractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the **PURCHASER**.
- 1.6.4 Should any inspected or tested goods fail to conform to the specification, the **PURCHASER** may reject them, and the **SUPPLIER** shall either replace the rejected goods or make all alterations necessary to meet the requirement of the specification, free of cost to the **PURCHASER**.
- 1.6.5 The **PURCHASER's** right to inspect, test and , where necessary, reject the goods after its arrival at the site of installation (the rejection shall be with proper justification and reasonably adequate time will be given to the **SUPPLIER** to remedy the default) shall in no way be limited or waived by reason of the goods' having already been inspected, tested and passed by the **PURCHASER** or their representatives prior to despatch of the goods.
- 1.6.6 Nothing in the clause-1.6 shall in any way release the **SUPPLIER** from any warranty or other obligations under the contract.

1.7 Patent and copy rights

The **SUPPLIER** shall hold and have the **PURCHASER**, its Officers, Agents, Servants and Employees harmless from liability of any nature or kind including costs and expenses for over an account of any copy-right or uncopy right, composition, secret process, patented or appliance un-patented invention, articles or manufactured or used in the performance of this contract including their use by the **PURCHASER** unless otherwise specifically stipulated in this contract. In the event of any claim or demand being made or action being brought against the **PURCHASER** for infringement or patent in respect of any machine, plant used or supplied by the **SUPPLIER** under this agreement or in respect of any method of using or working by the **PURCHASER** or such machine, Plant or thing, the **SUPPLIER** will indemnify the **PURCHASER** against such claims or demand and all cost and expenses arising from or incurred by reason of such claims or demands.

PROVIDED THAT the **PURCHASER** shall notify in writing the **SUPPLIER** immediately if the claim is made and that they shall be at liberty, if they so desire, with the assistance of the **PURCHASER**, if required, but at the **SUPPLIER's** own expenses to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machines, plant or thing shall be used by the **PURCHASER** for any purpose or in any manner other than that for which they have been supplied by the **SUPPLIER** as specified in this tender.

1.8 Bank Guarantees

- 1.8.1 The bank / insurance shall furnish to the **PURCHASER** at their own cost four (4) guarantees in the form of Demand Draft (DD) as specified, to the **PURCHASER** after mutual discussions between the **SUPPLIER** and the **PURCHASER**.
- 1.8.2 The bank / insurance guarantee in respect of timely delivery and supervision of erection and commissioning of the plant as provided in clause 1.14.1 representing 5% of the contract price, in the form of the **PURCHASER** after mutual discussions



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between the PURCHASER and the SUPPLIER, before starting the despatch of materials / goods. This guarantee shall be valid up to ninety days after the scheduled date of commissioning. In the event of non-submission of delivery and the commissioning guarantee, in the form of PURCHASER, after mutual discussions between the SUPPLIER and the PURCHASER, the SUPPLIER shall deduct from all their bills equivalent amount of Bank / Insurance guarantee till such time the Bank / Insurance Guarantee is furnished before drawing their bills through L.C. or sending the documents through bank to the PURCHASER for retirement.

- 1.8.3 The Bank / insurance guarantee in respect of guaranteed performance of the plant and machinery supplied by the SUPPLIER as referred to in clause 2.22 (c) representing five percent (5%) of the contract price, in the form of the PURCHASER, after mutual discussions between PURCHASER and SUPPLIER, before eight (8) months of scheduled commissioning of the plant. This guarantee shall be valid up to the end of the second crushing season from the date of commissioning. In the event of non-submission of performance guarantee, in the form of the **PURCHASER** after mutual discussions between the **PURCHASER** and SUPPLIER, the SUPPLIER shall deduct from their all bills, equivalent amount of bank / insurance guarantee till such time the bank / insurance guarantee is furnished, before drawing their bill through L.C. or sending the documents through Bank to the **PURCHASER** for retirement.
- 1.8.4 Two Bank guarantee in respect of advance payment in two installments representing 10% and 15% of the contract price including cost of necessary facilities, in the form set out by the PURCHASER, before drawing each installment of advance. These guarantees will be automatically adjusted and reduced with the progress of delivery as stated herein
- 1.8.5 The amount of the guarantee under clause 1.8.2 and 1.8.3 shall be reviewed by the parties within ten (10) months of the date of signing of the agreement.
- 1.8.6 If the SUPPLIER shall abandon this contractor otherwise fail to supply and deliver the plant within the scheduled period or any extension thereof granted by the **PURCHASER** or if the work or any part thereof is taken out of the **SUPPLIER** hands, then and in any such case the **SUPPLIER** shall refund to the **PURCHASER** within thirty (30) days of demand such part of the advance payments hereunder made as the **PURCHASER** may deem fit to protect their interest.
- 1.8.7 The bank / insurance guarantee or guarantees required to be furnished by the **SUPPLIER** under the provisions thereof to secure the timely delivery or performance of the plant and machinery supplied by the **SUPPLIER** or for any other purpose under the provisions thereof shall be in the form of the PURCHASER and the SUPPLIER, which forms shall invariably include the provision that the decision of the PURCHASER as to whether there has been any loss or damage or default and or negligence on the part of the SUPPLIER will be final and binding of the guarantor, that the right of the PURCHASER shall not be affected or suspended by the reason of the fact that any dispute or disputes have been raised by the SUPPLIER with regard to their liability of that proceedings are pending before any tribunal / arbitrators or court with regard thereto or in connection therewith, that the guarantor shall pay to the PURCHASER the sum under the guarantee(s) without demur or first demand and without requiring the PURCHASER to invoke any legal remedy that may be available to them, that it



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shall not be open to the guarantor to know the reason of or to investigate or to go into the merit of the demand or to question or to challenge the demand or to know any facts affecting the demand or to required proof of the liability of the SUPPLIER before paying the amount demanded by the PURCHASER, under the guarantee(s).

In case of invocation of any bank guarantee by the PURCHASER the same should be countersigned by the Commissioner of Sugar, Maharashtra State. The Bank / Insurance Guarantee or guarantees required to be furnished by the SUPPLIER under the provisions thereof the secure and timely delivery or performance of the plant and machinery supplied by the SUPPLIER or for any other purpose under the provision hereof shall be for such period as may cover the period of complete supply and performance respectively, as the case may be as stipulated under the tender, if, however, the period of agreement is extended due to force majeure. The SUPPLIER shall have such guarantee extended up to the corresponding extended period, and failure of the SUPPLIER to do so will amount to a breach of the contract, and in no case the extension of the period of the contract shall be construed as waiver of right of the **PURCHASER** to enforce the guarantee.

1.9 Indemnity

1.9.1 The **SUPPLIER** and the **PURCHASER** shall indemnify and hold harmless each other from and against such claims and liabilities as provided in the Special Condition of Contract.

1.9.2 Notwithstanding anything in this contract to the contrary, it is agreed that neither the **SUPPLIER** nor the **PURCHASER** shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

1.10 Insurance

1.10.1 All goods supplied under this contract shall be fully insured against loss or damage incidental to manufacture or acquisition in the manner specified in the Special conditions of contract.

1.10.2 Without limiting the **SUPPLIER's** liability (limited only to the contract price) as provided under this contract, the **SUPPLIER** shall procure or ensure that their **SUB-CONTRACTORS** also procure such additional insurance cover as specified in the Special Conditions of Contract.

1.11 Transfer of title

1.11.1 The goods, shall immediately, in consideration of payment of the first installment of the contract price to the **SUPPLIER** by the **PURCHASER**, become and remain the property of the **PURCHASER**; provided always that the **SUPPLIER** shall have a particular possessory lien on the goods to the extent the value thereof exceeds the total value of the installment payments made by the **PURCHASER** to the **SUPPLIER**. Transfer of title of goods shall be ex-works.



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1.12 Acceptance

1.12.1 Upon completion of the supply under the contract and erection and commissioning by the **PURCHASER's** contractor, a meeting shall be held for the purpose of accepting the goods (hereinafter called the final acceptance). Such meeting shall constitute the final acceptance of the goods and services under the contract, unless the **PURCHASER** during the meeting shows defects or shortcomings or both. In case of defects or shortcomings or both which in the **PURCHASER's** opinion are considered essential, another meeting shall be convened when the **SUPPLIER/CONTRACTOR** has given notice of completion of the corrective work carried out with regard hereto. Otherwise the **PURCHASER** may accept the goods if the defects or shortcomings or both are not considered serious, and the **SUPPLIER** has agreed to carry out the repairs in conformity with this contract.

1.13 Maintenance Warranty

1.13.1 For a period of two crushing season from the date of commissioning of plant and machinery including the season in which the plant is commissioned (called the maintenance warranty period), the **SUPPLIER** shall remain liable to rectify / replace any machinery and equipment or part thereof, such as may be found to be defective or below the rated capacity under proper use and arising due to faulty design, material, workmanship. The **PURCHASER** shall give the **SUPPLIER** notice in writing setting out the particulars of the defects or failure and the **SUPPLIER** shall thereupon rectify and make good the defective or under rated equipment or replace the same free of cost to make it comply with the requirements of the Agreement. If the **SUPPLIER** fail to do so within reasonable time so as to reduce the production loss to the minimum as required by the **PURCHASER**, the **PURCHASER** may rectify and replace at the cost of the **SUPPLIER** the whole or any portion of the equipment, as the case may be, which is defective or under rated or fail to fulfill the requirements of the Agreement and may recover the actual cost thereof from the **SUPPLIER** or adjust the same from any balance payment to be made to the **SUPPLIER**, or recover by raising debit note. Such rectification / replacement shall be carried out by the **PURCHASER** within short a time as possible and at a reasonable price under advice to the **SUPPLIER**.

In case of such rectification / replacement by the **PURCHASER** the **SUPPLIER** shall be liable to pay the **PURCHASER** the whole cost of such rectification / replacement done and the defective equipment on being replaced shall be taken away by the **SUPPLIER** at their own cost. The **PURCHASER** shall have the right to operate any and all equipments after the commissioning date of the plant except that this shall not be considered to permit operation of any equipment which may be materially damaged by such operation before any required rectification or alternation have been carried out.

1.13.2 If it becomes necessary for the **SUPPLIER** to replace or renew any defective part of the machinery under this clause the provisions of the first paragraph of this clause shall apply to the parts of the plant and machinery so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the aforesaid maintenance period of two (2) crushing season, whichever is later.

1.13.3 The rectification or new parts will be delivered F.O.R. **PURCHASER's** factory site. The **SUPPLIER** shall also bear the cost of rectification / replacement carried out on their behalf by the **PURCHASER** as mentioned above at the site. At the end of the maintenance period, **SUPPLIER** liability shall cease. In respect of plant and machinery not covered by the first paragraph of this clause, the **PURCHASER** shall be entitled to the benefit of any



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guarantee given to the SUPPLIER's by the original supplier or the manufacturer of each plant and machinery.

1.13.4 The responsibility of the SUPPLIER for rectification / replacement under this clause shall extend to the actual cost of rectification / replacement of the defective items of plant and machinery and shall not, in any way, be deemed to be limited to the amount of the performance guarantee.

1.13.5 The SUPPLIER shall provide one supervisor at their own expenses for first one month of the first crushing season in order to assist the **PURCHASER** in the working and maintenance of said machinery and equipment.

1.14 TERMS OF PAYMENTS FOR DELIVERY OF MACHINERY:-

The PURCHASER shall pay the contract price in the following manner free of interest:

1.14.1 Terms of Payments:-

Supply:-

- Five percent (5%) of the Ex-works (Ex-SUPPLIER or their sub-contract price or place of supply) contract price shall be paid within 10 days of signing of the Agreement on furnishing a Bank Guarantee by the **SUPPLIER** for the equivalent amount in the form set out by the **PURCHASER**.
- Seven and half percent (7.5%) of the Ex-works price (Ex-SUPPLIER or their subcontract price or place of supply) contract price after the approval the following drawings under category 'A' by the Consultant. (To be paid within 45 days of contract and after submitting bank guarantee for second advance of 7.5%.
- Seven and half percent (7.5%) of the Ex-works price (Ex-SUPPLIER or their subcontract price or place of supply) contract price and after the submission of accepted PO copies from the sub vendors all major bought out items, equipments (To be paid within 90 days of contract date and after submitting bank guarantee for Third advance of 7.5%.
- 70% of the contract price (Ex-works price) for plant and machinery shall be paid, after adjusting proportionate amount of advance paid to the SUPPLIER along with, reimbursement of actual amount of Goods and Service Tax (customs duties on imported components) of each consignment (both for own manufactured and bought-out items as per proof), by a confirmed, irrevocable, divisible, inland, automatic revolving letter of credit for an amount or alternatively in favour of the SUPPLIER initially, to be supplemented later on to the extent required, established with Nationalized / Co-Operative Bank at SUPPLIER place, such letter of credit is to be established by the **PURCHASER** subject to the SUPPLIER complying with all contractual obligations which have become due up to that time, operatable against memorandum of payment accompanied by the SUPPLIER in support of actual dispatch of material, plant and machinery duly endorsed in favour of the PURCHASER (LC opening will be on 90th day from contract date)



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- Balance 10% against the Supply on receipt of all material at site duly certified by sugar factory/Consultant and on submission of performance bank guarantee of requisite amount and valid for two crushing seasons after successful commissioning of the plant.

1.14.2 All above installments of advance payments shall be utilized by sellers for the purpose of procurement of materials /equipments required for said units and machinery. If sellers fails to receive payments of any installments of advance for non compliance of any contractual obligations on their part, the seller shall not be entitled to any extension of time of delivery and commissioning and make of the plant ready for commercial use on this account.

The Bank Guarantee referred to above in sub-clause 1.14.1 and 1.14.2 shall be automatically adjusted and get reduced with the progress of delivery of material to the extent of total value of plant and machinery dispatched by the SUPPLIER up to that time and will have to be returned to the SUPPLIER by the PURCHASER, progressively .

The seller having complied with following obligations.

- i. Photostate copy of inspection report of the Inspection Agency in respect of items which are required to be inspected before dispatch.
- ii. Invoices, despatch list and photocopy (duly attested by the SUPPLIER) of Railway / Receipt / Goods Receipt to be presented by the SUPPLIER against full / part of the machinery supplied. In every invoice the SUPPLIER shall give reference of the detailed billing list against each item of plant and machinery supplied.
- iii. GST invoices showing the actual amount of GST paid to Govt. or Sub Contractor on all bill for base price.

Any wharf age or demurrage attributable to the SUPPLIER shall be borne and payable by SUPPLIER and shall be the responsibility of the SUPPLIER. In case the machinery is transported by road, the same shall be transported through bank approved transporters only, further that the SUPPLIER shall not charge any escalation in any bill for the base price of any consignment.

No extension of the date of delivery of machinery and equipment shall be permitted on account of any delay in opening the letter of credit, if an alternative financial arrangement to receive the supplies of machinery and equipment dispatched by the SUPPLIER according to delivery schedule, by retiring documents sent through bank is made by the **PURCHASER**.

1.14.3 Deviation in machinery specification will not be accepted.

1.14.4 The SUPPLIER shall not sell or divert any material, sub-assemblies and equipment for the plant of the PURCHASER, after the same have been inspected by the PURCHASER / Consultant / Inspection Agency, under any circumstances without prior written consent of the PURCHASER as per the terms of payment.

1.14.5 All Payments shall be made in Indian rupee only.



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1.14.6 Subject to clause-1.2 of the General Conditions of Contract and as provided for in the price schedule, prices charged by the **SUPPLIER** for goods under the contract shall not vary from the prices agreed by the **SUPPLIER** and given in the price schedule. **This is the firm price contract for SUPPLY.**

1.14.7 Goods and Service Tax, transportation, transit insurance shall be reimbursable at actual. Based on the production of documents by the SUPPLIER.

1.14.8 The **PURCHASER** shall not make any deductions against any claims he may have on the **SUPPLIER** as per the contract terms, unless the details of claim have been communicated to the **SUPPLIER** in advance.

1.14.9 PAYMENTS OF PRICE ESCALATION

Price escalation will not be allowed in any case, including for steel tubes and any other items, other than that for statutory changes within agreed delivery period.

1.14.10 LIQUIDED DAMAGES

If seller fails to deliver and commission the units and machinery within the scheduled time fixed or extension allowed by the purchasers, if any thereof, he seller shall pay liquidated damages by an amount equal to 0.5% (half percent of contract price) for every completed fortnight or delay but not exceeding 5% (half percent of contract price). Contract price stated above shall also include the price of necessary facilities.

1.14.11 LIQUIDATED DAMAGES FOR FAILURE OF GUARANTEED PERFORMANCE

If seller fails to give the guaranteed performance as provided clause 8 (c) herein, liquidated damages shall be equal to 10% of contract price as per details hereunder. The contract price stated above shall include cost of necessary facilities.

✚ For every 1% increase in auxiliary power consumption, 0.5% of the contract value shall be deducted.

The total amount of liquidated damages shall be subject to a maximum of 10% of contract price.

1.14.12 BANK GUARANTEE

The seller shall furnish to the purchasers at their own bank guarantees in form of Demand Draft (DD) as specified in clause 14.1 and 14.2 in the form of the purchasers after mutual discussion between the seller and purchasers.

1.14.13 PACKING MATERIALS

Since packing materials will belong to purchasers, all containers including packing cases, boxes, tines, drums, and wrapping etc in which machinery and equipment and stores will be supplied shall be considered non returnable to the seller.

1.14.14 EXCESS MATERIALS

To expedite erecting work, seller may bring on the site materials such as piping, valves, fittings, consumables and wires, hardware, lubricants, paints etc more than actually required for completion of work as per the agreement, such materials as found surplus after the completion of erection and satisfactory commissioning shall be taken back by seller with the prior approval of the purchasers. Materials including tools and tackles etc bought by seller at the site and not paid for by purchasers can be taken out by the seller.



1.14.15 ARBITRATION

If any time there should be any question, dispute or difference between the parties in respect of any matter arising out of or in relation to this agreement, either party may give to the other party notice in writing of the existence of such question, dispute or difference and same shall be referred to the arbitration of a single arbitrator when party may agree upon otherwise to two arbitrators one to be nominated by each party. The arbitrators shall before proceeding with reference nominate an umpire to act in case of disagreement. The award of the arbitrators shall be final and binding on the parties and accepted by them its reference to them arbitrator shall be deemed to be a reference under the provisions of Indian arbitration Act 1940 and rules made there under and any statutory balancing or re-enhancement thereof that may be made from time to time and actually in force at the time of reference. The cost of arbitrator shall be borne by parties as may be decided by upon by the arbitrators or the umpire as the case may be. Seller have agreed to become nominal member of purchasers society. In case of legal dispute, if any, the same will be subject to Tal- Dist, Latur, Maharashtra - 416108, India jurisdiction.

1.14.15 TRANSFER ABILITY OF THE CONTRACT

The seller shall not transfer their right and obligations arising out of or on relation to this agreement except with the consent in writing of the purchasers.

1.14.16 NEGLIGENCE OF THE SELLER

If seller shall neglect in manufacture of supply the units and machinery or to erect and commission the same, modify, strengthen, commissioning their existing equipment (Technical Annexure) refuse or neglect to comply with any reasonable orders given to them in writing by the purchasers in connection therewith, purchasers may give notice in writing to the seller to make good within a reasonably specified time, the failure, neglect or contravention complained of, and seller still without reasonable cause fail to comply with the notice within the time specified in the notice. (to be reckoned from the date of receipt of notice by the seller) the purchasers may as a whole or in part out of the sellers hand.

1.14.17 WARRANTY

- i) For period of two crushing seasons available from the date of commissioning of units and machinery, including the year in which the units is commissioned (called the maintenance warranty period). The seller shall remain liable to rectify/replace any units and machinery or parts thereof such as may be found to be defective or below the rated capacity under the prior use and arising due to faulty design, material workmanship or erection. The purchasers shall give notice to the seller in writing stating out particulars of the defects or failure and seller shall thereupon rectify and make good the defective or under rated equipment or replace the same free of cost to make it comply with the requirement of agreement

The Purchasers shall have the right to operate under advice of the seller any and all equipment after commissioning date of the units and machinery except that this shall not be considered to permit operation of any equipment which may be materially damaged by such operation before any required rectification or alteration have been carried out.

- ii) If it becomes necessary for the seller to replace or renew any defective part of the machinery under this clause, to provisions of the first paragraph of this clause shall apply to the parts of the units and machinery so replaced or

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renewed until the expiration of six months from the date of such replacement or renewal or until the end of the aforesaid maintenance period of the one year, whichever is later.

- iii) The rectification or new parts will be delivered F.O.R. purchasers factory site, At end of warranty period, seller liability shall ceases. In respect of units and machinery not covered by the first paragraph of this clause, the purchasers shall be entitled to the behalf of any guarantee given to the seller the original supplies or manufacturer of such units and machinery.
- iv) The responsibility of the seller for rectification/replacement under this clauses shall extend to the actual cost of rectification /replacement of the defective items of units and shall not in any way, be deemed to be limited to the amount of the performance guarantee.

1.14.18 FOREIGN EXCHANGE

Any foreign exchange required for import of raw materials or equipments shall be arranged by seller, non availability of foreign exchange shall not entitle the seller any extension of time for commissioning of the units and machinery.

1.14.19 GENERAL LIGHTING

For units /machinery lighting system within the modernization cum expansion alongwith cogeneration project and panels, whenever required, shall be provided by sellers.

1.14.20 GROUND ENTITLING THE SELLER TO EXTENSION OF TIME OF THE COMMISSIONING OF THE EQUIPMENT PLANT

The seller shall not be entitled to any extension of time mentioned in agreement i.e. for any reason whatsoever except for the following.

- i) If the purchasers order expressly in writing for the supply and / or execution of the work by the seller to be suspended for a substantial period of time for no fault of the seller, the seller shall be entitled to reasonable extension of time.
- ii) If purchasers fail to fulfill the responsibility as stipulated in clause 10.1 and 10.4 for a substantial period, the seller shall be entitled to reasonable extension of time.
- iii) The seller shall be entitled to a reasonable extension of time due to force majeure clause as per clause 13 of this agreement.
- iv) If purchasers fail to make payment of second and third advance to the seller within the time stipulated in this agreement and seller have fulfilled all their due contractual obligations the extension of time as may mutually agreed upon will granted to the seller by purchasers.

1.14.21 TENDERER TO ON FORM THEMSELVES FULLY

- i) The seller shall be deemed to have noted that time is the essence of the contract and have carefully examined and satisfied themselves as to the terms and conditions specifications schedules, appendices and drawings etc. mentioned in group no.1,2,3 of the agreement.
- ii) This agreement including the technical annexure, annexed hereto, has been executed in two copies, the original will remain with purchasers and second copy will remain with sellers. By signing this agreement, both the parties, the



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purchasers and seller, agree to abide by its clauses. Any alternatives will be valid if agreed to by between the purchaser and seller in writing.

- iii) The terms and conditions mentioned in the purchase order placed with seller will be applicable and binding to seller. These will read in conjunction with the terms and conditions mentioned in the tender enquiry subject to the deviations agreed upon during the prebid meeting onthat sugar mill site.

1.15 Extension in the SUPPLIER's performance

1.15.1 Delivery of the goods shall be made by the **SUPPLIER** strictly in accordance with the delivery schedule, pursuant to the Special Conditions of Contract.

1.15.2 The **SUPPLIER** may claim extension of the time limits as set forth in the delivery schedule in case of:

- a. Changes ordered by the **PURCHASER** pursuant to clause-1.2;
- b. Delay in the receipt of any material, drawings or service which are to be provided by the **PURCHASER** (services provided by the **PURCHASER** shall be interpreted to include all approvals by the **PURCHASER** under the contract as well as access to the site)
- c. Force majeure pursuant to clause-1.21; and
- d. Delay in performance of work caused by instructions issued by the **PURCHASER**.

The **SUPPLIER** shall demonstrate to the **PURCHASER's** satisfaction that they have used their best endeavour to avoid or overcome such causes of delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay. The extension of time limit shall be mutually discussed and agreed.

1.15.3 Notwithstanding clause-1.15.2 above, the **SUPPLIER** shall not be entitled to an extension of time for completion, unless the **SUPPLIER**, at the time such circumstances arise, has immediately notified the **PURCHASER** in writing of any delay that it may claim as caused by circumstances pursuant to clause-1.15.2 above; and, upon request of the **PURCHASER**, the **SUPPLIER** shall substantiate that the delay is due to the circumstances referred to by the **SUPPLIER**.

1.16 Termination for default

1.16.1 The **PURCHASER** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the **SUPPLIER**, terminate the contract in whole or in part:

- a. If the **SUPPLIER** fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the **PURCHASER**, pursuant to clause-1.15; or
- b. If the **SUPPLIER** fails to perform any other obligation(s) under the contract; and if the **SUPPLIER**, in either of the above circumstances, does not cure their failure within a period of ten (10) calendar days (or such reasonably longer period as the **PURCHASER** may authorize in writing) after receipt of a notice of default from the **PURCHASER** specifying the nature of the default(s).



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1.16.2 In the event the **PURCHASER** terminates the contract in whole or in part, pursuant to clause-1.16.1 above, the **PURCHASER** may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the **SUPPLIER** shall be liable to the **PURCHASER** for any incidental excess costs for procurement of such similar goods. Notwithstanding the above, the **SUPPLIER** shall continue performance of the contract to the extent not terminated.

1.17 Termination for insolvency

1.17.1 The **PURCHASER** may at any time terminate the contract by giving written notice to the **SUPPLIER**, without compensation to the **SUPPLIER**, if the **SUPPLIER** becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **PURCHASER**.

1.18 Termination for convenience

1.18.1 The **PURCHASER** may, by written notice to the **SUPPLIER**, terminate the contract, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for the **PURCHASER**'s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

1.18.2 The goods that are complete and ready for dispatch within thirty (30) days after the **SUPPLIER**'s receipt of notice of termination shall be purchased by the **PURCHASER** at the contract prices and on the other contract terms. For the remaining goods, the **PURCHASER** may elect:

- (a) To have any portion thereof completed and delivered at the contract prices and on the contract terms; and/or
- (b) To cancel the remainder and pay to the **SUPPLIER** an agreed amount for partially completed goods and for materials and parts previously procured by the **SUPPLIER** for the purpose of the contract, together with a reasonable allowance for overhead and profit and a reasonable compensation, based on mutual discussions, for the financial commitments made by the **SUPPLIER** for fulfilling their obligations under this contract.

1.19 Resolution of disputes

1.19.1 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.

1.19.2 If, after thirty (30) days from the commencement of such informal negotiations, the **PURCHASER** and the **SUPPLIER** have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.

1.20 Jurisdiction for legal proceedings



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1.20.1 The contract shall be governed by and interpreted in accordance with the Indian laws. No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than the court at Pune . No other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction.

1.21 Force majeure

1.21.1 In the event that the **SUPPLIER** or any of their subcontractors, or the **PURCHASER** delays performing any of their respective obligations under the contract, and such delay is caused by force majeure, by acts of God / Government in its sovereign capacity, including but not limited to war, civil insurrection, riots, strikes, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in clause-1.15, and the period of such delays, or a period mutually discussed and agreed, may be added to the time of performance of the obligation delayed.

1.21.2 If a force majeure situation arises, the **SUPPLIER** shall promptly notify the **PURCHASER** in writing of such condition and the cause thereof along with documentary evidence. Unless otherwise directed by the **PURCHASER** in writing, the **SUPPLIER** shall continue to perform their 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.

1.21.3 In no event shall, a force majeure event excuse the obligations of a party, if those obligations are required to have been completely performed, prior to the occurrence of that force majeure event.

1.22 Modification, Assignment and Subletting

1.22.1 The **PURCHASER's** contract may be amended, modified or rescinded only in writing signed by both the parties or their authorised agents or representatives by a change order issued by the **PURCHASER** and accepted by the **SUPPLIER** pursuant to the terms stated therein.

1.22.2 The **SUPPLIER** shall not assign, sublet in whole or in part, their obligation to perform under the contract, except with the **PURCHASER's** prior written consent. Such written permission if given shall not relieve the **SUPPLIER** from their obligations under the contract and they shall take full responsibility for all the work done by their **SUB-SUPPLIER**.

1.23 Contract language

1.23.1 The **SUPPLIER** and **PURCHASER** hereby represent that they have sufficient knowledge of the English language to understand fully the contract. The contract shall be in the English language, and all documentation related hereto will also be in the English language, except if otherwise specifically agreed in writing between the parties.

1.23.2 The **SUPPLIER** shall bear all costs of translation of documents to English and all risks of the accuracy of such translation.

1.24 Taxes and duties



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- 1.24.1 **The SUPPLIER shall be responsible** for Central / State GST, Customs duty, Local Taxes and Other Taxes or duties, as applicable and Octroi at the destination point, on finished bought-out items supplied directly to site from sub-contractors works. The proof for the taxes duties and special excise duties, GST as applicable actually paid by the SUPPLIER, shall be submitted to the PURCHASER separately for own manufactured items and for bought-out items and claimed by the SUPPLIER from the **PURCHASER** as a reimbursement of the same in each Invoice/ Bills to be submitted by SUPPLIER. The amount included in SUPPLIER's bill for payment of all such taxes, surcharges and duties will be computed on the basis of relevant statutory provision in force on the date of despatch and shall be actual amount as paid by the SUPPLIER.
- 1.24.2 The SUPPLIER shall furnish to the PURCHASER with their bill excise duty gate passes in support of excise duty and special excise duty paid for the base price.
- 1.24.3 The SUPPLIER shall indicate in the contract price, (Refer price schedule), the estimated amount of Central / State GST, Customs duty, local taxes and any other taxes or duties, as applicable and octroi payable by the PURCHASER for own manufactured items and bought-out items under the contract based on the rates prevailing at the time of submission of offer. The actual taxes and duties payable by the PURCHASER shall not exceed more than two (2) percent of the indicated values by the SUPPLIER in the price schedule, unless there is a change in rate of the taxes and duties imposed by State / Central Authorities. The SUPPLIER shall indicate clearly the rate at which the taxes and duties, octroi, etc. have been estimated by the SUPPLIER at the time of giving this offer.
- 1.24.4 The **PURCHASER** or their authorized representative shall be shown all original documents and accounting records in support of excise duties, customs duties on imported components charged and the original bill of the sub-contractors for satisfying that the single point sales tax, excise duty, GST as applicable and special duties as aforesaid have actually been paid to the sub-contractors.

1.25 Headings

- 1.25.1 Headings, whether of clauses or of other parts of the contract, are for reference only and are not to be construed as part of the contract

1.26 Waiver

- 1.26.1 Failure of either party to insist upon strict performance by the other party of any provision of the contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

1.27 Foreign Exchange

Any foreign exchange required for import of the raw materials of equipment shall be arranged by the **SUPPLIER**, non-availability of foreign exchange shall not entitle the **SUPPLIER** any extension of time for commissioning of the plant.



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2. SPECIAL CONDITIONS OF CONTRACT FOR SUPPLY

2.1 Definitions

In this document, the words and phrases listed shall have the meaning specified against each word or phrase. Words imparting singular shall include plural and vice versa and words imparting the masculine gender shall include feminine gender and words imparting persons shall include bodies corporate.

a) "The **PURCHASER**" means **NEERA BHIMA SSK LIMITED.**, having their Registered Office at Shahajinagar, A/P. Redni Tal- Indapur -Dist. Pune, Maharashtra - 413114, India.

The "**PURCHASE COMMITTEE**" means the committee constituted by **NEERA BHIMA SSK LIMITED.**, for procurement of vendor items for the spent wash fired boiler for distillery project.

b) "The **CONSULTANT**" means **VASANTDADA SUGAR INSTITUTE, PUNE** having their Registered at Manjari. Bk, Pune, (MS)

c) "The **SUPPLIER**" means the individual or firm supplying the goods and providing the services under this contract.

d) "The **GOODS/EQUIPMENT/PLANT**" means all of the equipment, machinery and/or other materials which the **SUPPLIER** is required to supply to the **PURCHASER** under the contract.

e) "**The CONTRACT / AGREEMENT**" means the agreement entered into between the **PURCHASER**, and the **SUPPLIER**, as recorded in the contract signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

f) "**FOB**", "**C & F**" and "**CIF**" have the meanings assigned to them by the current edition of the international rules for the interpretation of the trade terms published by the International Chamber of Commerce.

g) "The **SUB-SUPPLIER**" means any individual or firm or company, to whom part of the contract has been sublet by the **SUPPLIER** with the consent of the **PURCHASER**.

h) "The **INSPECTOR**" means any person or agency nominated by the **PURCHASER**, from time to time, to inspect equipment stage-wise including final stage, before despatch at **SUPPLIER's / SUB-SUPPLIER's** works as per the terms of the contract.

i) "**SUB CONTRACT**" shall mean order placed by the **SUPPLIER** for any portion of the Contract or work, with the necessary consent of **PURCHASER**.

j) "**CONTRACT PRICE**" means the `consideration' payable by the **PURCHASER** directly to the **SUPPLIER** as per the agreement and desire of **SUPPLIER** for the full and proper performance of contractual obligations under the contract between the **PURCHASER** and the **SUPPLIER**.



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- k) "**DELIVERY**" shall mean the completion of delivery of all such goods within the delivery date specified in the contract, vide clause No.2.8.2 of the Special Conditions of Contract.
- l) "**SITE**" shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed, at the **PURCHASER's** plant at **NEERA BHIMA SSK LIMITED.**, having their Registered Office at Shahajinagar, A/P. Redni Tal- Indapur -Dist. Pune, Maharashtra - 413114, India.
- m) "**DRAWINGS**" shall mean the technical specification which shall include engineering drawings, sketches showing plans, sections and elevations related to the contract together with modifications and/or revision thereto.
- n) "**SPECIFICATION**" shall mean and include schedules, detailed description, statements of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the contract.
- o) "**ENGINEER/ENGINEER-IN-CHARGE**" shall mean the person so nominated by the **PURCHASER** for the time being or such other person as may be duly authorized and appointed in writing by the **PURCHASER** to act as site engineer for the purpose of the contract. In cases where no such engineer is so appointed, the word 'engineer' shall mean the **PURCHASER** or their duly authorized representatives.
- p) "**TESTS**" shall mean such process or processes to be carried out by the **SUPPLIER** as are prescribed in the contract or considered necessary by **CONSULTANT / PURCHASER** and **SUPPLIER** together after mutual discussions, in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- q) "**APPROVAL**" shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal, as the case may be, of the **PURCHASER/CONSULTANT** or their authorized representative on documents, drawings or other particulars in relation to the contract.
- r) "**DATE OF CONTRACT**" shall mean the date on which the parties have signed the Contract Agreement.
- s) "**THE ZERO DATE OF THE CONTRACT**" shall be the date on which the Letter of Intend is given.
- t) "**MONTH**" shall mean the calendar month.
- u) "**DAY AND DAYS**" shall mean the calendar day or days of twenty four (24) hours each.
- v) "**WEEK**" shall mean a continuous period of seven (7) days.
- w) When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Required', 'As Directed', 'Where Directed', 'Determined By', 'Accepted', 'Permitted', or



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words or phrases of like importance are used, the approval, judgement, direction etc., are understood to be a function of **PURCHASER / CONSULTANT**.

- x) "**SCOPE OF WORK**" shall mean all the work to be performed by the **SUPPLIER** under this contract.
- y) "**OPERATING MONTHS**" shall mean the period of actual operation of the equipment without taking into account the intervening off-season shutdown or shutdown due to major plant breakdown.
- z) "**COMMISSIONING**" shall mean the first operation of the equipment (after all initial adjustments, trials, cleaning and reassembly required at site if any, have been completed) and the equipment is ready for commercial use.
- aa) "**SATISFACTORY COMMISSIONING**", means the continuous operation of the equipment to the full capacity and establishment of its strict performance of the contractual requirement.

2.2 Scope of the contract

- 2.2.1 The **SUPPLIER's** scope of work comprises of the detailed design, procurement, fabrication / manufacture, inspection and testing at the works and supply of plant and machinery on F.O.R. site basis, as defined in the technical specification, with all their accessories, fittings, supports and all the auxiliary equipment and material as detailed in the specification.
- 2.2.2 Wherever it is stated in this contract that such and such a supply is to be effected or such and such a work is to be carried out, or provided, it shall be understood that the same shall be effected/carried out by the **SUPPLIER** within the contract price, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.
- 2.2.3 Completeness of the equipment, within the battery limits, shall be the responsibility of the **SUPPLIER**. Any equipment, fittings and accessories which may not be specifically mentioned in the specification or drawings, but which are usual or necessary for the satisfactory functioning of equipment (successful operation and functioning of the equipment being **SUPPLIER's** responsibility) shall be provided, by the **SUPPLIER** without any extra cost to the **PURCHASER**.
- 2.2.4 Furnishing to the **PURCHASER**, foundation drawings and loading details relating to plant and machinery within the **SUPPLIER's** scope progressively at an agreed time schedule.
- 2.2.5 The **SUPPLIER** shall ensure that the work shall be of the first class quality and shall be performed:
 - a. With due diligence and efficiency.
 - b. In accordance with the provisions of the Contract and the time schedule indicated in this Contract.



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- 2.2.6 The **SUPPLIER** shall at all times ensure that the work is carried out by fully qualified and experienced personnel to warrant the performance of the work in accordance with this agreement.
- 2.2.7 The **SUPPLIER's obligations** towards this contract include participation in the performance testing, trial operation and reliability run of the plant and equipment.
- 2.2.8 The training of the **PURCHASER's** personnel at the **SUPPLIER's** works and / or at the site.
- 2.2.9 The **SUPPLIER** is responsible for packing (sea worthy wherever necessary) protecting and marking as per instructions to be given by the **PURCHASER**.
- 2.2.10 Providing all the necessary drawings / documents / manuals. instructions for all the equipment / components / materials required for the proper understanding, erection and commissioning of the equipment by the **PURCHASER's** erection and commissioning contractor.
- 2.2.11 The supplier shall appoint the well qualified and experience site engineer to carry out the day to day activities of the project.

2.3 Limit of contract.

Equipment supplied shall be complete in every respect with all mounting, fittings, fixtures and standard accessories, tools etc., normally provided with such equipment and / or needed for maintenance, completion of installation and commissioning and safe operation of the equipment as required and within the battery limits, though they may not have been specifically detailed in the respective specification. All similar standard component / part of similar standard equipment provided, shall be interchangeable with one another.

Any additional equipment or material which are not specifically mentioned but are required to complete the equipment and system offered, in every respect in accordance with the technical specification and required for safe and reliable operation and guaranteed performance, shall also be deemed as included in the scope of work of this contract. The **SUPPLIER** shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures, accessories, etc., which are needed for the safe operation of the equipment as required by applicable codes, though they may not have been explicitly spelt out in the contract. However if new equipment are to be added due to change of government rules, then such new equipment will come under additional scope of work.

2.4 Codes and standards

The goods supplied under this contract shall conform to the codes and standards mentioned in the technical specification, and, when no applicable standard is mentioned, to the authoritative codes and standards and such standards shall be the latest issued by the concerned institution. In the event that the language of such codes and standards happens to be anything other than English, the **SUPPLIER** shall furnish the English translation of all such codes and standards proposed to be used in the contract. Such English translations shall be provided to the **PURCHASER / CONSULTANT** within the first four (4) weeks from the date of the contract and the **SUPPLIER** shall undertake the full responsibility for the accuracy of such translations.



2.5 Materials and workmanship

The materials and workmanship shall meet the requirement of relevant standards and good engineering practices. In any case, the material shall be the best grade obtainable and the most suitable and proven for the purposes intended in accordance with the modern engineering practices. **All materials shall be new.** Substitutions for specified materials or variations from designed methods of fabrication will be permitted only if approved in writing by the **PURCHASER/CONSULTANT**. Such approvals may be granted only if a compelling reason exists for making a substitution. Before any defect in material or workmanship is repaired, the **SUPPLIER** shall outline the procedure proposed for rectification of the defect and obtain approval in writing, of the **PURCHASER/CONSULTANT**. Such repairs shall be done free of cost to the **PURCHASER**, if the defects are established to have occurred during the warranty period.

2.6 Statutory approval for work

2.6.1 The application for submission to inspector, or any other authority required as per statutory rules and regulations of State / Central governments along with copies of required certificates complete in all respects shall be prepared by the **SUPPLIER**. The primary responsibilities for statutory approvals and liaison with government authorities for approvals, during the manufacturing and till such time the equipment and material are shipped from the **SUPPLIER's / SUB-SUPPLIER's** premises shall be with the **SUPPLIER**.

2.6.2 Any change / addition required to be made to meet the requirement of the statutory authorities, if such change / addition of the statutory requirement come into force before the date of signing of the contract, shall be carried out by the **SUPPLIER** free of charge. The changes / additions required and additional charges thereon, consequent to the statutory regulations coming into force after the date of signing of the contract, shall be paid by the **PURCHASER** after mutual agreement. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the **SUPPLIER** from any of their responsibilities under the contract.

2.7 Testing and inspection

2.7.1 The equipment will be inspected and where practicable, submitted to such tests at the works as deemed necessary by the **SUPPLIER** before despatch.

2.7.2 The **SUPPLIER** shall give the **PURCHASER** a minimum of seven (7) days' written notice whenever any equipment / component / material is ready for testing. The **PURCHASER** shall, unless they waive witnessing of the tests, attend such tests on the notified scheduled date of testing. In case the Inspection Agency feels that inspection will be delayed before dispatch, they will accordingly send a clearance to the **SUPPLIER** with an instruction to dispatch the material. Such materials will be inspected at site. The **SUPPLIER** shall show necessary test certificates and documents for the verification of the same as per the specification of contract.

2.7.3 Where the **PURCHASER's** representative is present to witness the tests, the test certificate shall be signed by him on successful completion of tests at **SUPPLIER's / SUB-SUPPLIER's** works. In case the **PURCHASER** is not satisfied with the tests, they shall within seven (7) days of witnessing the tests, inform the **SUPPLIER**, in writing, of any

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objection they have with regard to any equipment and workmanship with reference to the contractual provisions. The **SUPPLIER** shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to the **PURCHASER** giving necessary reasons, that no modification is necessary to comply with the contract. Notwithstanding the test certificates, any defect found at the time of installation or after installation and commissioning shall be rectified at the **SUPPLIER's** cost.

2.8 Work schedule

2.8.1 Timely delivery of the plant and equipment shall be the essence of the contract. The **SUPPLIER** shall so organize their resources and perform this work as to complete it on or before the date given in the following clause.

2.8.2 The following shall be the schedule for the completion of various milestone activities for this package. The **SUPPLIER's** time schedule shall strictly conform to this schedule.

Milestone activity	Completion date
Completion of material supply to site	6 months from the zero date to suit commissioning in 7 months

2.8.3 If the situation warrants, consequent to a delay in the manufacturing process, the **SUPPLIER** shall arrange to air lift the equipment to meet with the delivery commitment. All expenditure towards such air lifting, including tax implication if any, shall be to the **SUPPLIER's** account, in case the delay in supply is directly attributable to the **SUPPLIER**.

2.8.4 The **SUPPLIER** within fifteen (15) days of the signing of agreement shall furnish dispatch wise **break-up prices**. The **SUPPLIER** within fifteen (15) days of signing of contract agreement shall furnish a **time schedule of deliveries** relating to major equipments and erection work, which shall be adhered to, for enabling completion of erection and commissioning. The delivery schedule shall be finalized with the approval of **PURCHASER/CONSULTANTS**.

2.8.5 Time schedule network / bar chart

2.8.5.1 The **SUPPLIER** shall submit to **PURCHASER / CONSULTANT**, their time schedule regarding the documentation, manufacture and supply of the equipment and materials as well as information on their sub-contracts to be placed with third parties, including the dates on which the **SUPPLIER** intends to issue such subcontracts.

2.8.5.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery.

2.8.6 Progress trend chart / monthly report

2.8.6.1 **SUPPLIER** shall report monthly on the progress of the execution of contract and achievement of targets set out in time bar chart.



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- 2.8.6.2 The progress will be expressed in percentages as shown in the form of progress trend chart.
- 2.8.6.3 The monthly reporting will be the updating of the progress trend chart.
- 2.8.6.4 The progress reports shall be submitted once in every month for the first three months and subsequently once in every fortnight till the completion of the contract.
- 2.8.6.5 The monthly progress report shall be in the form to be given by the **PURCHASER** showing the progress in connection with the all the items like the progress of the submission of drawings, placing of order for bought outs, delivery of plant and machinery and compliance of contractual obligations, before the Tenth day of month, with a copy thereof endorsed to National Federation of Cooperative Sugar Factories (New Delhi and Bangalore Offices) and Commissioner of Sugar Maharashtra State, Bangalore.
- 2.8.6.6 Photographs wherever necessary shall be submitted. The progress report shall further compare actual versus projected completion dates as well as describe current and anticipated problems and delaying factors, if any, and corrective action taken or proposed to be taken without in any way relieving or affecting the **SUPPLIER's** responsibility to deliver the equipment within the stipulated delivery date(s) / period(s).

2.9 Invoices and payments

Upon delivery of the goods, the supplier shall notify the purchaser and the insurance company by E-mail / fax the full details of the shipment including contract number, transport carrier receipt number and date, description of goods, quantity, name of the consignee etc. The **SUPPLIER** shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three (3) copies of the **SUPPLIER's** invoice showing description of goods, quantity, unit price and total amount.
- (ii) Transport receipt / acknowledgement of receipt of goods from the consignee(s);
- (iii) Certificate of origin for imported direct dispatchable finished goods.
- (iv) Packing list as required as per clause-2.10. The above documents shall be received by the **PURCHASER** before receipt of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the **SUPPLIER** will be responsible for any consequent expenses/losses.
- (v) The **SUPPLIER** shall send all duplicate for Transporter copies of cenvat invoices along with original for Buyer copies directly to the **PURCHASER** to their registered office address to avoid loss of such documents in transit. The **SUPPLIER** shall send only Xerox of the duplicate for Transporter copies of the cenvat invoices through the vehicles carrying the consignments.
- (vi) If the **SUPPLIER** fails to send such documents directly and in the event of such documents getting lost in transit, the **SUPPLIER** shall be fully responsible to



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compensate the **PURCHASER** from loss of cenvat credit and the **PURCHASER** shall be at liberty to deduct from the dues of the **SUPPLIER**, amounts equivalent to such losses towards compensation.

2.10 Packing

2.10.1 The **SUPPLIER** shall provide such packing of goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit 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.

2.10.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirement as shall be provided for in the contract and in subsequent instructions by the **PURCHASER**.

2.10.3 **SUPPLIER** shall furnish one (1) original and five (5) copies of a packing list for each shipment. This packing list shall be prepared on **SUPPLIER's** standard formats. Packing list must include the following:

- Date
- Supplier's reference number
- Full name and address of the supplier or manufacturer
- Full name of consignee (**PURCHASER**)
- Import license number, where applicable
- Itemized list of contents of each package, case, crate etc. identified by the contract number, item number and equipment or tag number, where applicable.
- Quantity of each item actually being shipped
- Copy of all marking as shown in each package or piece
- Number and type of package and/or pieces in each shipment. Each package and / or piece shall be numbered consecutively to indicate individual and total packages: i.e., 1 of 5, 2 of 5 etc. (succeeding shipments against same order number will carry progressive package numbers: i.e., 3 of 5, 4 of 5, 5 of 5 etc.)
- Shipment number - packing list must indicate if shipment is partial or final shipment of order. Each partial shipment will be consecutively indicated as "partial shipment" No.1 or 2 or 3 etc. as applicable. Final shipment shall be indicated as "final shipment". A shipment of an entire order in one shipment shall be indicated as "complete shipment".
- Net and gross weight of each package and / or piece, and the total weight of the shipment.



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- Dimensions and volume of each package and / or piece and the total volume of the shipment.

2.11 Documents, drawings & instruction manuals

- 2.11.1 All drawings, specification, design calculations and bill of material prepared by the **SUPPLIER**, shall comply with the following instructions unless otherwise directed in writing by **PURCHASER/CONSULTANT**. The term "drawing" as used in this specification shall mean and include sketches, design drawings, design calculations, specification and bill of materials unless otherwise defined. Design calculations to be submitted by the **SUPPLIER** shall include the working stress, the safety factor used, codes and standards used, etc., excepting those proprietary in nature. Drawings and data, furnished by the **SUPPLIER** for construction use, shall be certified as such and shall bear the signature of one of the authorized persons, whose names shall previously be given in writing to the **PURCHASER/CONSULTANT**.
- 2.11.2 The **PURCHASER/CONSULTANT** will after mutual discussions with the **SUPPLIER**, select the drawings / documents for approval by **PURCHASER/CONSULTANT** or for their information.
- 2.11.3 It is understood that the approval or release by **PURCHASER/CONSULTANT** does not include the checking of drawings and other errors, but only review of basic concepts and general principles involved. Approval does not relieve the **SUPPLIER** of responsibility for correctness of design, details, dimensions and guarantee obligations.
- 2.11.4 All design drawings shall be oriented to match the plant arrangement drawings and shall have a key plan identifying the plant area to which they apply. All layout drawings shall be made with the north arrow pointing to the top of the sheet or to the left. There shall be sufficient reference notes on the drawings to permit identification of all the drawings which are required for a proper understanding.
- 2.11.5 All drawings shall be dimensioned in the metric system. Where drawings are usually made in the British (or other) system, they shall also have metric system dimensions in parentheses or below dimension line. Titles and written notations shall be in English.
- 2.11.6 The scale of the drawing shall be shown clearly in the title block of the drawing. Wherever possible scales of drawings shall correspond to the recommendation of the Bureau of Indian Standards.
- 2.11.7 All reproducible must be made from original drawings.
- 2.11.8 All revised drawings shall clearly indicate the number, date and subject of each revision.
- 2.11.9 The **SUPPLIER** shall submit to **PURCHASER/CONSULTANT**, in the first contract meeting, a list of all drawings and data, by title, which the **SUPPLIER** expects to supply against the contract. On receipt of the list **PURCHASER/CONSULTANT** and **SUPPLIER** shall jointly finalize a schedule for the submission of drawings. The **SUPPLIER** shall maintain the pace of work as required by the schedule. Drawing list shall be kept upto-date, incorporating all new additions, cancellations and changes and will be reissued periodically with the periodical progress reports.



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2.11.10 The **SUPPLIER** will be required to furnish all the necessary drawings, data, etc. of the plant/equipment with appropriate "status" stamp in adequate number of copies as indicated below.

Sr. No.	Status of the drawing/ document etc.	No. of copies for Purchaser	No. of copies for Consultant
1.	Reference/information	4 prints	2 prints
2.	For approval	2 prints	5 prints
3.	Final & certified duly signed	6 prints & 1 reproducible soft copy in auto cad format in the form of a Compact disc/Pen Drive.	1 print & 1 reproducible soft copy in auto cad format in the form of a Compact disc/Pen Drive.
4.	Operation and maintenance manual	4 copies	1 print
5.	Performance and acceptance test procedure	2 copies	4 print
6.	All other documents including erection drawings	4 copies and soft copy	1 print
7	All final approved drawing including brought out items	Soft copy in auto cad format (Pen Drive)	Soft copy in auto cad format (Pen Drive)

2.11.11 Within a period of ten (10) days after the receipt of those drawings/documents, the **PURCHASER / CONSULTANT** shall signify their approval or otherwise. Corrected drawings / documents shall be submitted to the **PURCHASER / CONSULTANT** within ten days after the receipt of the commented drawings/documents by the **SUPPLIER**. The **SUPPLIER** shall submit copies of all drawings which are required to be approved by the **PURCHASER / CONSULTANT**. The drawings which are approved by the **PURCHASER / CONSULTANT** shall not be deviated from, without the further approval of the **PURCHASER / CONSULTANT**.

2.11.12 All drawings submitted for approval shall contain the name of the **PURCHASER**, name of the **CONSULTANT**, project title, drawing title, scale, **SUPPLIER's** drawing number, date of drawing etc. in the lower right hand corner.

2.11.13 The **SUPPLIER** shall have the right to improve with the **PURCHASER's** approval, the design of equipment without affecting the basic requirement of the **PURCHASER**, and without affecting the agreed contract price.

2.12 Liquidated damages for delay in delivery

The **SUPPLIER** shall endeavour to complete their scope of work within the time specified in the contract. It may be noted that "time is the essence of this contract", subject to clauses-1.15 and 1.21 of the General Conditions of Contract. If the **SUPPLIER** fails to supply any or all of the goods within contract stipulated time in the contract to suit commissioning within 12-months from the zero date of the contract, the **PURCHASER** shall, without prejudice to their other remedies under the contract, **deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the total contract price for each week of delay until actual performance, up to a**



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maximum deduction of 5% of the total contract price, the total contract price being inclusive of subsequent modifications and price escalation, if contractual. Once the maximum is reached, the **PURCHASER** may consider termination of the contract.

2.13 Indemnity

2.13.1 The **SUPPLIER** shall indemnify and hold harmless the **PURCHASER / CONSULTANT** from all claims, losses, demands, causes of action or suits arising out of the equipment and material furnished by them. The **SUPPLIER** shall also indemnify the **PURCHASER** against all third party claims, any infringement of trade mark or patent or industrial design rights arising from use of the goods or any part thereof.

2.13.2 **SUPPLIER** shall conform to the provisions of Indian Regulations (as applicable), Indian Factories Act, Indian Electricity Rules etc. relating to the work and to the regulations and by laws of any authority, if required.

2.14 Insurance

2.14.1 The **SUPPLIER** is responsible for comprehensive risk, insurance including transit charges of all machinery and equipments, other consumables, directly dispatched to the **PURCHASER** sugar plant site from the **SUPPLIER / Subcontractors** or sub-**SUPPLIER** respective place of manufacture and dispatch and the insurance policies in respect thereof shall be arranged by the **SUPPLIER** at such premium rates with such insurance companies as may be approved by the **PURCHASER** and kept in full force and effect until commissioning of the said plant. The actual amount of insurance charges to be incurred by the **SUPPLIER** shall be reimbursed by the **PURCHASER** to the **SUPPLIER** within thirty days from receipt of documentary evidence from the **SUPPLIER**.

2.14.2 Any consignment received at the place of destination in damaged conditions or is lost in transit, the representative of the **SUPPLIER / SUPPLIER'S** erection contractor will take an open delivery from the carriers and will give suitable remarks in the delivery book maintained by the Station Master or other carriers about the loss or breakage in transit. The representatives of the **SUPPLIER** shall lodge claims with the Railway or other carriers on behalf of the **PURCHASER** in time with a copy to the **PURCHASER** for information. All realization of claims from the carrier / railway and insurance company, whether in the name of the **SUPPLIER** shall be to the account of the **SUPPLIER**. The **SUPPLIER** shall supply the replacement of machinery and equipments, goods free of cost delivered at the site to the **PURCHASER** within the time as far as possible so as to adhere to the date of commissioning.

2.14.3 All goods supplied under this contract shall be fully insured by the **PURCHASER** on all risks basis against loss/damage during transit from the place of manufacture of the **SUPPLIER** and from the places of manufacture of their Sub-**SUPPLIER** to the site of installation.

2.14.4 If there is any loss or damage to goods, within 15 days of such occurrence the **SUPPLIER** will take action to make good the loss so that it will not affect the overall time schedule of the project.

2.15 Performance guarantee



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- 2.15.1 The **SUPPLIER** shall guarantee that the performance of the equipment supplied under the contract shall be strictly in conformity with the requirement given in the specification and shall perform the duties specified under the contract.
The performance trials will be conducted in the presence of authorized representatives of:
- Purchaser
 - Supplier
 - Consultant
 - Representative of Erector
- 2.15.2 If the performance of the equipment fails to prove the guarantee set forth in the specification, **SUPPLIER** shall investigate the causes and provide, free of cost to **PURCHASER**, materials, and equipment within one (1) month or such reasonable period, to be mutually discussed and agreed, to prove the guarantees.
- 2.15.3 If the **SUPPLIER** fails to prove the guarantee within the reasonable period, as mutually agreed upon, **PURCHASER** shall have the option to take over the equipment and rectify, if possible, the equipment to fulfill the guarantees and or to make necessary additions to make up the deficiency at **SUPPLIER's** risk and cost. All expenditure incurred by the **PURCHASER** in this regard shall be to **SUPPLIER's** account.
- 2.15.4 The manufacturers' guarantees for all bought out items/equipment/instruments etc., shall be made available to the **PURCHASER** and shall be valid for the entire maintenance warranty period. If such guarantees are not issued by the manufacturer, the **SUPPLIER** shall guarantee the bought out items for the entire maintenance warranty period along with their guarantee for the plant as a whole.
- 2.15.5 In the event of failure of any particular part of any equipment more than three times during the maintenance warranty period, it shall not be repaired but the complete part shall be replaced by the **SUPPLIER** and the warranty for this particular part shall be extended by one year from the date of last replacement or the maintenance period of two crushing season, whichever is later.
- In case it is found that the above mentioned failure is due to some connected part of the equipment, that part shall also be rectified or replaced by the **SUPPLIER** to avoid such failure in the future. The warranty for such replaced parts shall be extended by one year, for parts replaced within six (6) months of commissioning of the equipment, and six months for parts replaced after six months of commissioning of the equipment, from the date of last replacement. or the maintenance period of two crushing season, whichever is later.
- 2.15.7 For electrical motors, during the warranty period, in case some important part of the motor like stators, winding, shaft, squirrel cage rotor etc., become defective, the warranty shall cover its replacement, and no repairs shall be allowed.
- ### 2.16 Spare parts lubricants
- 2.16.1 All the spare parts for the equipment under the contract will strictly conform to the specification and other relevant documents and will be identical to the corresponding main equipment / components supplied under the contract and shall be fully interchangeable.



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- 2.16.2 Commissioning spares are not envisaged separately. However, any and all requirement of commissioning spares until commissioning of plant shall be **SUPPLIER's** responsibility.
- 2.16.3 The quality plan and the inspection requirement finalized for the main equipment will also be applicable to the corresponding spares.
- 2.16.4 The **SUPPLIER** will provide the **PURCHASER** with the addresses and particulars of all their **SUB-SUPPLIER** while placing the order on vendors for items / components / equipment covered under the contract and will further ensure with their vendors that the **PURCHASER**, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.
- 2.16.5 Apart from the requirement of this clause, the **SUPPLIER** shall maintain all critical spares, and shall undertake to supply them as and when required during the life time of the unit, at the prevailing prices and within a reasonable time required for supply, such that the **PURCHASER** does not face any hardship due to the machine break down and the consequent loss of production.
- 2.16.6 In the event of termination of production of the spare parts by the **SUPPLIER** or their **SUB-SUPPLIER**
- 2.16.6.1 The **SUPPLIER** shall give advance notification to the **PURCHASER** of the impending termination of production, in sufficient time to permit the **PURCHASER** to procure their requirement.
- 2.16.6.2 Following such termination, the **SUPPLIER** shall furnish to the **PURCHASER**, at no extra cost to the **PURCHASER**, blue prints, drawings and specification of the spare parts, if and when required.

2.17 Licenses and permits

The **SUPPLIER** shall procure necessary permits, certificates and licenses such as from the Chief Inspector of factories (as applicable), Electrical Inspectorate, Inspector of Factories, and such statutory bodies required by virtue of all applicable law, regulations, ordinances and other rules in effect at the place where any of the work is to be performed and the **SUPPLIER** shall further agree to hold the **PURCHASER** harmless from liability or penalty which may be imposed by reason of asserted or established violation of such laws, regulations, ordinances or other rules.

2.18 Arbitration

If at any time there should be any question, dispute, difference between the parties in respect of any matter arising out of or in relation to the contract, either party may give to the other party notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of Commissioner of Sugar, Maharashtra State, Bangalore. The award of the Arbitrator shall be final and binding of the parties and be accepted by them. This reference to the Arbitrator shall be deemed to be reference, under the provisions of the Indian Arbitration Act, 1996 and the rules made there under and any statutory modifications or recent amendment thereof that may be



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made from time to time and actually in force at the time of the reference. The cost of arbitration shall be borne by the parties as may be decided upon by the Arbitrator.

2.19 Instructions, directions and correspondence

2.19.1 The materials and equipment described in this contract are to be supplied according to the standards, data sheets, tables, specification enclosed with the contract itself and according to all conditions specified in the contract.

2.19.1.1 All instructions and orders to **SUPPLIER** shall, excepting what is herein provided, be given by **PURCHASER** and/or **CONSULTANT**, in writing.

2.19.1.2 All the work shall be carried out under the direction of and to the satisfaction of **PURCHASER/CONSULTANT**.

2.19.1.3 All communications, from **SUPPLIER**, including technical-commercial clarifications and/or comments shall be addressed to **PURCHASER** with a copy to **CONSULTANT** and shall always bear reference to the contract.

2.19.1.4 Suitable **PURCHASER** identification numbers shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

2.19.2 Correspondence on technical and commercial matters shall be dealt in separate letters and each copy of the letter shall be complete with all annexure.

2.20 Excess materials

2.20.1 This contract is for the supply of the equipment as specified, along with all their accessories and auxiliaries and the **SUPPLIER** shall supply all the equipment and material required for this purpose. Any excess material over and above this requirement supplied by the **SUPPLIER** shall be taken back by the **SUPPLIER** after the satisfactory commissioning of the plant.

2.20.2 The **SUPPLIER** has to take all care for the safety of such excess materials and the **PURCHASER** is not responsible for any loss or damage to such materials.

2.21 Contract coordination procedure

2.21.1 The **SUPPLIER** shall identify one of their senior executives as the contract coordinator. The contract co-ordinator shall liaison closely with **PURCHASER's** executives and **CONSULTANTS** for the effective completion of the project within the stipulated time schedule.

2.21.2 The **SUPPLIER** shall prepare a contract coordination procedure in consultation with the **PURCHASER / CONSULTANT** for the smooth execution of the work.

It shall cover, but not limited to, the following:

- a. Contract co-ordinators
- b. Progress review meeting / Engg. review meeting
- c. Progress reporting



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- d. Billing procedure
- e. Inspection co-ordination procedure
- f. Shipping procedure
- g. Expediting procedure

2.22 Performance tests and Guarantee

The SUPPLIER shall guarantee the following:

- a. That all the machinery and equipment shall work as specified in Volume II of II forming part of the tender.
- b. That all the machinery and equipments will be brand new of latest design and first class material and workmanship. Any part found defective, within two crushing season from the date of commissioning of the plant, shall be replaced or satisfactorily rectified by the SUPPLIER free of charge, should such defect be due to either faulty design / workmanship or use of defective material.

The performance tests on the system shall be conducted within six (6) weeks from the date of commissioning. Upon successful completion of performance tests required by the **PURCHASER** and availability of the documentation including the layout and arrangement as built drawings and maintenance manuals, as well as fulfillment of all other obligations by the **SUPPLIER**, taking over certificate as a proof of final acceptance of the equipment/ system under scope of supply will be issued by the **PURCHASER**. The taking over certificate shall not be unduly delayed without assigning any acceptable reason. If the performance test could not be conducted within the five (5) months' period, owing to an intervening off-season, the test shall be conducted immediately after the starting and stabilization of the next cane crushing season, applying the internationally accepted ageing factors, failing which the conducting of performance test and any extension of performance bank guarantee will be mutually discussed.

2.23 Penalty for shortfall in performance

- 2.23.1 The **SUPPLIER's** guaranteed performance included as part of this contract shall be binding on them.
- 2.23.2 If finally, in spite of all practical efforts on the part of the **SUPPLIER**, the stipulated guarantees on these parameters are not established, the **PURCHASER** retains the option to reject the equipment. In case the option to reject is exercised by the **PURCHASER**, the **SUPPLIER** shall jointly and severally be responsible for the replacement of the rejected equipment within a reasonable period of time as will be indicated by the **PURCHASER** and achieve the performance as guaranteed.
- 2.23.3 In the event of rejection of equipment for above reasons, it is obvious that the overall project schedule will be affected. To minimize the loss due to such an occurrence, the **PURCHASER** retains the right to use as best as possible, the faulty equipment until new replacement arrives at site. Note should be taken that as the faulty equipment has not been taken over by the **PURCHASER**, the responsibility for it lies entirely with the **SUPPLIER**. During this period, the **SUPPLIER** shall not limit the use of the faulty



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equipment, except for reasons of safety during operation, both of personnel and the equipment.

2.24 PURCHASER's right to withhold payment

PURCHASER shall have the right to withhold or nullify the whole or a part of any application of **SUPPLIER** for payment to such extent as may be necessary to protect **PURCHASER** from sustaining any loss on account of:

- a. Short supply not made good by **SUPPLIER**
- b. Defective supply not rectified / made good by **SUPPLIER**
- c. Defective work not remedied / replaced by **SUPPLIER**

and to release the amount withheld after fulfillment by **SUPPLIER**

2.25 Training of PURCHASER's personnel

2.25.1 If considered necessary by the **PURCHASER**, the **SUPPLIER** shall undertake to train, the **PURCHASER's** engineering personnel (two persons) at their works / their sub-contractors' works without any additional liability to the **PURCHASER**. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and where possible, in any other plant where equipment manufactured by the **SUPPLIER** is under installation, operation or testing to enable these personnel to become familiar with the equipment being furnished by the **SUPPLIER**. The period of training shall be a minimum of 15-days.

2.25.2 All traveling expenses for the engineering personnel to be trained will be borne by the **PURCHASER**. Accommodation at the place of training, food and local travel facilities shall be provided by the **SUPPLIER**. These engineering personnel while undergoing training shall be responsible to the **SUPPLIER** for discipline.

2.26 Expediting

When deemed advisable, this contract shall be subjected to physical expediting by the **PURCHASER / CONSULTANT** who shall be granted access to any and all parts of **SUPPLIER's** or the **SUB-SUPPLIER's** plant and office involved in the manufacture or processing of the contract.

Expediting performance by the **PURCHASER's** representative shall in no way relieve the **SUPPLIER** of delivery obligations under the terms of the contract.

2.27 Suspension of work & extension of time

The **SUPPLIER** shall, if ordered in writing by the **PURCHASER** or their representative, temporarily suspend the work or any part thereof for such period and such time as so ordered and shall not after receiving such written orders, proceed therewith. In the event of suspension of work for a prolonged time by the **PURCHASER**, for the consequent idle time for the **SUPPLIER**, the **SUPPLIER** shall be compensated based on mutual agreement. The **SUPPLIER** shall not be responsible for the same, provided that the suspension was not consequent to any default / failure on the part of the **SUPPLIER** and the contractual delivery schedule shall be suitably extended after mutual discussion, but also its can not be affected on the project completion.



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2.28 Sequence of delivery

The **SUPPLIER** shall deliver the goods as per the terms and conditions of the contract. Delivery terms are meant to be binding and essential. All materials shall be dispatched as per the agreed sequential order, suitable for erection progress at site. The delivery schedule shall also, indicate the approximate value of the major equipments. No deviation from the agreed sequence is allowed without **PURCHASER's** written approval. In case of deviation, the **PURCHASER** shall have the right to accept the supply but withhold the payment till the agreed date for the delivery of such material. If the delivery of any items as per the delivery schedule is delayed, the delivery of the subsequent items shall not be held up on this account.

2.29 SUPPLY OF LUBRICANTS AND CHEMICALS

All the lubricants, first fill, oil flushing, special grease and chemicals required for cleaning till end of the commissioning of equipment shall be supplied by **BIDDER**

2.30 Load data

SUPPLIER shall be responsible for correctness of the load data furnished by them to the **PURCHASER** for civil foundations.

In the event of notice of defects in the civil work, due to incorrect data furnished by the **SUPPLIER**, the cost incurred for redoing / rectifying, shall be borne by the **SUPPLIER**.

2.31 Quality assurance and Quality control

2.31.1 Quality Assurance (QA) shall mean the organizational set up, procedures as well as test, methods and facilities developed by **SUPPLIER** in order to assure that all goods leaving **SUPPLIER's**/ their **SUB-SUPPLIER's** shops are of the highest quality i.e., equal or exceeding the requirement specified by the **PURCHASER**.

2.31.2 Quality Control (QC) shall mean all the tests, measurements, checks and calibrations to be carried out in vendor's shop in order to compare the actual characteristics of the goods with the specified ones, as well as the documentation (certificates, records) containing the data or result of these activities.

2.31.3 The **SUPPLIER** shall submit a detailed procedure for quality control and quality assurance. The **PURCHASER** reserves the right to order for the technical audit of quality control and quality assurance systems followed by the **SUPPLIER / SUB-SUPPLIER**.

2.32 Dispatch Notice

SUPPLIER shall notify **PURCHASER** by fax or E-mail, 7-days before the expected date of delivery of a consignment, date of readiness of equipment for shipment, total gross weight and total volume.



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3.0 ERECTIONING AND COMMISSIONING CONTRACT

- 3.1 The **BIDDER** shall appoint the reliable reputed and experienced contractor for the material unloading, material movement, equipment erection as per erection drawing, assemble and make ready the equipment for commissioning.
- 3.2 The payment to the contractor will be made by the supplier as per the standard payment schedule.
- 3.3 The **PURCHASER** will certified the list of activities completed by contractor every fort night and the quantum of work carried out by contractor. Accordingly the payment against erection and commissioning will be made by **PURCHASER** to **SUPPLIER**.



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III. PROJECT INFORMATION

1. PROJECT TITLE	: Spent Wash Based Incineration Boiler and TGSet Project
2. PURCHASER	: NEERA BHIMA SSK LIMITED,,
3. REGISTERED OFFICE	: Shahajinagar, A/P. Redni, Tal- Indapur, Dist. Pune, Maharashtra - 413114, India.
4. PURCHASER'S ADDRESS FOR COMMUNICATION	: Same as above Contact Person – D.N Markad Phone -02111-270200/270650 Fax -02111- 270555
5. CONSULTANTS	Vasantdada Sugar Institute
6. CONSULTANT'S ADDRESS FOR COMMUNICATION	At/Po-Manjari (Bk),Taluka – Haveli, Pune – 412 307 Tal. – 020 26902100 Fax – 020 26902244 E-mail : admin@vsisugar.org.in
7. PLANT LOCATION	NEERA BHIMA SSK LIMITED,, Shahajinagar, A/P. Redni, Tal- Indapur, Dist. Pune, Maharashtra - 413114, India.
8. NEAREST RAILWAY STATION	Pune
9. NEAREST AIRPORT	Pune
10. PORT OF DISEMBARKATION (FOR SEA TRANSPORT)	Nil
11. AMBIENT TEMPERATURE (°C)	
MAXIMUM	40
MINIMUM	12
PERFORMANCE DESIGN	30
ELECTRICAL DESIGN	50
12. RELATIVE HUMIDITY (%)	
MAXIMUM	68
MINIMUM	40
DESIGN	68
13. RAINFALL (ANNUAL AVERAGE)	650mm
14. ALTITUDE	537 mtr above M.S.L.
15. SEISMIC COEFFICIENT	: As per IS: 1893.
16. WIND	
DIRECTION	West to East
DESIGN WIND VELOCITY	As per IS: 875
17. CLIMATIC CONDITIONS	Hot, Humid and dusty
18. SOIL BEARING CAPACITY @ 1.5 M DEPTH	35 MT/ Sq.M
19. UTILITIES DATA	
19.1 PLANT AIR	
PRESSURE (KG/SQ.CM)(g)	7.0
TEMPERATURE (DEG.C)	40



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DEW POINT (DEG.C)	No Free Moisture
OIL CONTENT	Traces
19.2 INSTRUMENT AIR	
PRESSURE (KG/SQ.CM)(g)	7.0
TEMPERATURE (DEG.C)	40
DEW POINT (DEG.C)	- 40
19.3 COOLING WATER	
WATER TEMPERATURE (DEG.C)	32.0
WATER PRESSURE (KG/SQ.CM (G)	3.0
19.4 AUXILIARY STEAM	
i) PRESSURE (KG/SQ.CM(A)	2.5
TEMPERATURE (DEG.C)	130
ii) PRESSURE (KG/SQ.CM (A)	9
TEMPERATURE (DEG.C)	190
20. ENQUIRY NO.	



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IV. SCOPE OF WORK

Note :

The detailed scope of plant and machinery to be supplied and services to be provided by the bidder is given in Volume -II of II of the bid documents.

V. SPECIFICATION AND DRAWINGS

- The technical specification of the plant and machinery, the general engineering requirement, the schemes and layouts of this bid package is given in Volume II of II of the tender documents.
- Volume II of II of the tender document gives blank data sheets to be filled in by the bidder and submitted along with the technical offer. These data sheets shall be filled in without any omission by the bidder so that the technical evaluation of the offer could be carried out by the purchaser.

VI. ANNEXURES

A. BANK GUARANTEE FORMAT

This Guarantee made on the ----- day of -----by the ----- having its Branch at(hereinafter called "The Guarantor" which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns) of the one part.

IN FAVOUR OF M/s. **NEERA BHIMA SSK LIMITED.**, a society, registered under the MAHARASHTRA STATE CO.OP SOCIETIES ACT, having its registered office at Shahajinagar, A/P. Redni, Tal- Indapur, Dist. Pune, Maharashtra - 413114, India (hereinafter called "The Purchaser" which expression shall unless repugnant to the subject or context, include their successors and assigns) of the other part.

WHEREAS M/s.-----
(hereinafter called "The Seller" which expression shall unless repugnant to the subject or context include their legal representatives, administrators, successors or permitted assigns) had entered into an agreement vide letter of Intent dt. (hereinafter called "The said Agreement") with the purchaser to design, prepare and the plant and supply Machinery for purchasers proposed spent eash fired boiler at **NEERA BHIMA SSK LIMITED.**, Shahajinagar, A/P. Redni, Tal- Indapur, Dist. Pune, Maharashtra - 413114, India (hereinafter called the Site) in accordance with the terms and conditions therein contained (hereinafter referred to as "The Said Plant").

AND WHEREAS under the said agreement, the Purchaser required to pay to the sellers against security of a Bank Guarantee an advance payment of Rs.----- (Rupees:-----) representing of the contract price for the purpose of procurement of materials / equipments for the said plant. Such guarantee to be valid till the full advance amount is adjusted against the base price of the actual deliveries of machinery and equipment received at site.



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AND WHEREAS before advance payment as aforesaid is made the Guarantor has, at the request of the Sellers, agreed to give the Guarantee as hereinafter contained.

NOW THIS DEED WITNESSES AS FOLLOWS

- 1). In consideration of the premises the Guarantor, hereby undertake to pay to the Purchaser within 30 days of demand and without demur such a sum not exceeding Rs.
The Purchaser may demand representing of the contract price, and if the Guarantor shall fall to pay the same within the said period, the Guarantor, shall also pay on the sum demanded interest at the Bank lending rate then prevailing reckoned from the date of demand till the date of payment. Provided that the liability of the Guarantor hereunder shall reduce to the extent of the advance adjusted according to of the said agreement.
- 2). The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to them. it being understood and agreed FIRSTLY that the Purchaser shall be the sole judge of and as to whether the Sellers have committed any breach(es) of any of the terms and conditions of the said agreement and SECONDLY that the right of the Purchaser to recover from the Guarantor any amount due to the Purchaser shall not be effected or suspended by reasons of the fact that any dispute or disputes have been raised by the Sellers with regards to their liability or that proceedings are pending before any Tribunal, Arbitrator(s) or Court with regards thereto or in connection therewith, and THIRDLY that the Guarantor shall immediately pay the aforesaid guaranteed amount to the Purchaser on demand, it shall not be open to the Guarantor to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the deemed, and LASTLY, that it shall not be open to the Guarantor to require proof of the liability of the Sellers to pay the amount, before paying the aforesaid guaranteed amount to the Purchaser.
- 3). This Guarantee shall come into force from the date release of payment hereof and shall remain valid till the full advance amount is adjusted under the said Agreement, which according to the terms and conditions of the said Agreement is stipulated to be adjusted against actual deliveries of the machinery and equipment at site, but if the actual deliveries as aforesaid have not been completed by the seller within the said period for any reasons whatsoever the Guarantor, hereby undertakes that the Sellers shall furnish a fresh or renewed guarantees on the Purchaser's Proforma for such further period as the Purchaser may intimate failing which the Guarantor shall pay to the Purchasers a sum not exceeding Rs. /- (Rupees:) or the residual amount of balance advance left after proportion to adjustment in accordance with Clause 1 above as the Purchaser may demand.
- 4) This Guarantee is in addition to and not in substitution for any other guarantee executed by the Guarantor in favour of the Purchaser on behalf of the Sellers.
- 5) The Sellers and Purchaser will be at liberty to vary and moodily the terms and conditions of the said agreement without effecting this guarantor is, hereby waived and the same shall be deemed to have been done with the assent of the Guarantor.
- 6) This Guarantee shall not be effected by any change in the constitution of the Guarantor or of the Seller nor shall the guarantee be effected by any change in the constitution of



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the Purchaser or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.

- 7) This Guarantee is irrevocable except with the written consent of the Purchaser.
- 8) The neglect or forbearance of the Purchaser in enforcing any payment of moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof, shall, in no way, release the Guarantor from its liability under this Deed.
- 9) The invocation of this guarantee shall be by a letter signed by the Purchaser and countersigned by the Commissioner of Sugar, Maharashtra State.
- 10) Notwithstanding anything stated herein before the liability of the Guarantor under this guarantee is restricted to Rs. -----/-(Rupees :-----) and interest as provided in Clause 1. This guarantee shall remain in force upto / / unless a demand or claim under this guarantee is presented to the Guarantor in writing within Six Months from the date, all rights of the Purchaser under the guarantee shall be forfeited and the Guarantor shall be released and discharged from all liability hereunder.

IN WITNESS WHEREAS

for any on behalf of the Guarantor has signed this Deed on the day and year above written.

for and on behalf of



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B. PROFORMA FOR OPENING OF THE LETTER OF CREDIT

No.

Date.

To,
Seller

Dear Sirs,

Ref. : - Inland Letter of Credit No.----- dt. -----Confirmed, irrecoverable divisible, assignable, ordinary / automatic revolving, transferable.

1. We have pleasure in advising you that, we have established in your favor for account and at their request of a confirmed irrecoverable divisible, assignable, automatic revolving and transferable without resource, Letter of Credit No.-----dt.-----
----- for a sum Rs. ----- revolving upto Rs. -----
in figures Rs.----- in words
as per clause -----of Agreement dated-----
2. You are, hereby authorized to draw on M/s. **NEERA BHIMA SSK LIMITED.** ,
exceeding Rs. -----subject to a maximum drawing of
ordinary Letter of Credit Rs. ----- available by your
drafts on them at sight towards 75% (Seventy Fivepercent)of your price
of optional and additional items, cost of necessary facilities, and full price variations plus
reimbursement of actual amount of Goods and Service Tax, Customs Duties, etc. as per
clause of the Agreement dated accompanied by the following endorsed in favour of M/s.----

- 2.1 For Supply of Equipments & Machinery
 - a) True copy of Inspection Report certified by the Sellers for equipment materials inspected and accepted by the Inspection Agency before dispatch.
 - b) Seller Certificate to the effect that in case the Inspection Report, as stated above, is not attached, the particular consignment are not covered by the mutually agreed list of equipments which are to be inspected at manufacturers works before dispatch or that the inspection of the same would be carried out at the Plant Site of M/s.
 - c) Dispatch List/Bill of material in case of equipment to be fabricated at Site.
 - d) A Certificate to the effect that the goods are shipped / dispatched as per original Agreement dt. evidencing transport of machinery of Sugar Plant from any place in India to Purchaser Plant Site i.e.
 - e) In case of supply of any imported equipment, machinery, component, spares, etc. the sellers shall furnish with the memorandum of demand all duly attested (Attested by the Sellers) copy of document in support of import of the same.
 - f) While drawing any claim for supply of imported machinery component, equipment, spares etc., the seller shall furnish a Certificate that the claim



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has been calculated as per prevailing foreign exchange rate and provided documentary proof for the same as per Clause of Agreement dated.

g) Invoice in triplicate:

i) Every Invoice should contain a reference of item number according to the base price break-up submitted by the Seller as per Proforma - A of the Agreement dt. -----and also the scheduled date of delivery of the goods as per original delivery schedule adhering to the schedule date of commissioning and make the plant ready for commercial use of the said plant by

ii) Seller shall deduct from every bill for sugar machinery optioned and additional items as per Clause (I to III) of the Agreement dated ----- proportionate amount of advance received from M/s.-----

Invoice shall include Taxes, Duties, and Levies imposed by law and leviable on 100% of the cost of material as per Clause of the Agreement dated

h). Packing list of Delivery Note in triplicate

Photostat copy (duly attested by the Seller) of Railway Receipt / Goods Receipt / Lorry Receipt from any Bank approved transporter evidencing despatch of equipment and machinery for sugar plant from anywhere in India to the Railway Station or Plant Site of mentioning freight paid/to be paid.

i) Seller Certificate to the effect that the goods are shipped / dispatched as per the Agreement dt.

j) The Seller shall attach duly attested (attested by Seller) Photostat copies of the letters sent to the Insurance Company declaring all materials dispatched under each consignment, with a copy of Purchaser as per Clause of the Agreement dated.

For Necessary Facilities:

a) A certificate from the Seller that M/s. have been provided with all details of claims in respect of necessary facilities.

b) A duly attested (Attested by the Seller) Photo copy of the Claims / Bills submitted to M/s. as per Clause of the Agreement dt.

c) A certificate of Seller certifying that they have not received the payment from M/s.----- within 30 days from the date of the-----bills are received by M/s. -----

3) Special Conditions:



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- a) The Seller shall furnish photo copy of delivery and commissioning, bank /insurance guarantee in the form of Purchaser, duly attested by the representative of Purchaser while drawing the money through for the first consignment of the material. In the absence of this guarantee, the Seller must deduct 5% (five percent) from the bills (including escalation bills).
 - b) Partial shipments and transshipments are allowed.
 - c) The Seller shall furnish the photocopy of performance, bank/insurance guarantee in the form of Purchaser, duly attested by the representative of M/s.----- on the same becoming due for submission. In the event of non-submission of the performance bank/insurance guarantee after the same becoming due for submission, the Seller shall deduct 5% (five percent) from all bills, including bills for escalations.
 - d) This letter of Credit is automatic revolving (fixed/ordinary/confirmed, irrevocable, assignable, transferable, divisible for Rs. ----- Lakhs (Rupees:-----)
 - e) The Credit is irrevocable valid in until 19 .
 - f). The drawers shall be allowed to draw their claims against necessary facilities and escalations as per terms of Agreement dt.
 - g) Negotiation and bank charge, related to this Letter of Credit, will be borne by M/s.-----
 - h) The total amount of drawing under this automatic/revolving/fixed letter of credit will be restricted upto Rs. -----lakhs (Rupees:----- Lakhs)
 - i). Drafts drawn under this credit are to be negotiated without resources to the drawers and to bear the following clause “Drawn under (Name of the Opener-- -----)” Credit No. ----- dated.-----
 - j). Purchaser are to note amounts of the drafts separately on the Bank hereof.
 - k). Draft drawn under this credit are negotiable by the (Name of Bank) only.
 - l). This credit is subject to uniform, customs and practice for documentary credit (1974 Revision) international Chambers of Commerce, Brouchur No. 290.
4. We hereby guarantee to protect the drawers, endorsers and bonafide holders from any consequence which may arise in the event of the non acceptance of drafts drawing in accordance with the terms of this credit.



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C. PROFORMA FOR PERFORMANCE STATEMENT

(For the last Five Years)

Bid No..... date of opening
..... Time Hours

Name of the bidder
.....
.....

No. of years in service.....**

Order placed by(full address of purchaser)	Order No. and date	Description * and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery if any	Has the equipment been satisfactorily functioning (Attach a cert. From the Engineer Incharge)
				As per Contract	Actual		
1	2	3	4	5	6	7	8

Note:- * - Bagasse based cogeneration plant from-----MW to -----MW

** - Indicate the number of years in line of business

Signature and seal of the bidder



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ANNEXURE – D

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

This deed of guarantee made this -----day of 2021 by ----- Bank-----
----- having its Head Office at -----and its Branch Office at -----
hereinafter referred to as the Bank which shall unless repugnant to the context or the meaning
thereof includes its legal representatives, successors and assigns and the -----
(hereinafter referred to as the ----- which expression shall unless repugnant to the
context or meaning thereof include its legal representative successors or assigns).

Whereas the ----- has invited tender for supply, erection and
commissioning of ----- Spent Wash Based Incineration Boiler and TG Set Project
as per quality requirement specified in tender.

AND WHEREAS M/s. ----- having its Registered Office-----
----- -and having its works
also at ----- - who having submitted their
tender (hereinafter referred to as the Tenderer) and have agreed to deposit to the -----
----- and amount indicated in the Tender Notice as per the terms and conditions of
the Tender documents. AND WHEREAS the -----is also willing to accept
at Bank Guarantee in lieu of payment by demand draft of any amount equivalent to the amount
of tender security required to be deposited by the tenderer to the -----
which guarantee shall be kept valid for 90 days after the day of the opening of the tender
i.e. upto -----, 2021.

In consideration of the -----having agreed to consider the tender proposals having
submitted by the tenderer without depositing the amount of tender security and against this
Bank Guarantee, we Standard Chartered Bank hereby undertake and guarantee to make
payment to the -----the amount of tender security or any part thereof not
deposited by the tender to the -----at any time when the -----
-----asks for the same as per the terms and conditions of the tender documents within 30 days
from the date of opening of the tender, but in any case not beyond -----, 2021.

The Bank further undertake not to revoke this guarantee during its currency except with the
previous consent of the ----- in writing and the guarantee shall be continuous
and irrevocable guarantee till -----, 2021 and up to a sum of Rs. --- -----
provided always that any indulgence or forbearance on the part of the --- -----to the said
tenderer with or without the consent of the Bank shall not prejudice or restrict remedies against
the bank.

In case the -----puts forth demand in writing on the Bank for the payment of the
amount in full or in part against the Bank Guarantee, the Bank will consider that such demand
by itself is a conclusive evidence and proof that the tenderer has failed in complying with the
terms and conditions stipulated by the -----in its tender document and payment will
be made the -----without raising any disputes regarding the reasons for such failure
on the part of the tenderer.

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



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

The bank agrees that the amount hereby guaranteed shall be due and payable to the ----- serving with a notice requiring the payment of the amount and such notice shall be serviced on the Bank either by actual delivery thereof to the Bank or by dispatching thereof by to the Bank by registered post at the address of the said Bank.

Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the bank. Provided the same is received on or before -----, 2021.

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

The guarantee shall remain in force until -----, 2022 and unless the guarantee is renewed from the said date all rights of the ----- under this guarantee shall cease and the Bank shall be released and discharged from all liabilities hereunder.

This Guarantee will remain valid upto -----, 2022.

NOTWITHSTANDING anything contained herein.

- i) Our liability under this bank guarantee shall not exceed Rs.-----
- ii) This bank guarantee shall remain valid upto -----, 2022 and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----, 2022.

Place

Date



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