

**UTTARAKHAND CO-OPERATIVE DAIRY FEDERATION LTD,
MANGAL PARAO,HALDWANI(NAINITAL)-263139
PH. NO. 05946-255867,255358. FAX NO. 05946-252050**

Re-Tender Notice no-: 01(1-3)/ UCDF//2018-19, Date-11.04.2018



Tender Document for :

S. N.	Name of Work	Qty Nos	Estimated Work value	EMD (Rs.)	Tender Document Fee of Work	Rate Validity period	Completion period
1	S.I.T.& C of Coal fired steam boiler Cap- 500 Kg/Hr evaporation at Almora Milk Union, Patal Devi, Almora'	1	Rs. 36.00 Lakhs	75000.00	2950.00	90 Days	90 Days
2	S.I.T.& C of boiler Steam P.R.S system & Steam lines at Haridwar Milk Union, Shikarpur, Haridwar	1	Rs. 11.00 Lakhs	33000.00	1770.00	90 Days	90 Days
3	Supply, Installation, Testing & Commissioning of Corn Silage Baler Machine. at Cattle Feed Plant, Rudrapur (U. S. Nagar)	1	10.00 Lakhs	30000.00	1770.00	90 days	90 Days

**UTTARAKHAND CO-OPERATIVE DAIRY
FEDERATION Ltd.**

Mangal Parao, Haldwani - 263139 (Nainital)

Re-Tender Notice no-: 01(1-3)/ UCDF//2018-19, Date-11.04.2018

Sealed tenders, super scribing name of work on top of the envelop, are invited by the undersigned, in two bid system, for SIT & C of Coal fired boiler, Steam P.R.S. & steam lines and Corn Silage baler at member milk union from reputed manufactures/authorized dealers up to 5 PM on 25.04.2018 which will be opened on 26.04.2018 at 11 AM. Tender documents may be purchased from this office or downloaded directly from tender portal www.ucdfaanchal.org, www.tenders.gov.in or www.dairyvikasuttarakhand.org

Managing Director

UTTARAKHAND CO-OPERATIVE DAIRY FEDERATION Ltd.,

Mangal Parao, Haldwani-263139, Nainital

Re-Tender Notice no:- 01(1-3)/ UCDF//2018-19, Date-11.04.2018

Sealed tenders, super scribing name of work on top of the envelop, are invited by the undersigned in two bid system for SIT & C of Coal fired boiler, Steam P.R.S. & steam lines and Corn Silage baler at member milk union from reputed manufactures/authorized dealers up to 5 PM on 25.04.2018 which will be opened at 11.00 AM on 26.04.2018 before the bidders who may like to be present.

Sealed Tenders will be received in this office through registered post/speed post or courier only. The details of requirements are as below-

S. N.	Name of Work	Qty Nos	Estimated Work value	EMD (Rs.)	Tender Document Fee of Work	Rate Validity period	Completion period
1	S.I.T.& C of Coal fired steam boiler Cap- 500 Kg/Hr evaporation at Almora Milk Union, Patal Devi, Almora'	1	Rs. 36.00 Lakhs	75000.00	2950.00	90 Days	90 Days
2	S.I.T.& C of boiler Steam P.R.S system & Steam lines at Haridwar Milk Union, Shikarpur, Haridwar	1	Rs. 11.00 Lakhs	33000.00	1770.00	90 Days	90 Days
3	Supply, Installation, Testing & Commissioning of Corn Silage Baler Machine. at Cattle Feed Plant, Rudrapur (U. S. Nagar)	1	10.00 Lakhs	30000.00	1770.00	90 days	90 Days

Tenders can be purchased from this office during working hours from 12.04.2018 between 11.00AM to 4.00 PM up to 24.04.2018 on payment of mentioned tender fee in cash/D.D. Tender documents may also be downloaded directly from websites www.ucdfaanchal.org, www.tenders.gov.in or www.dairyvikasuttarakhand.org but in that case the tender fee must be paid in cash or through DD at the time of tender submission without which the tender will not be accepted/considered.

Rest of the terms and conditions are mentioned in the tender document. Undersigned reserves the right to reject any or all tenders without assigning any reason.

**Managing Director
UCDF Haldwani**

**OFFICE OF THE UTTARAKHAND CO-OPERATIVE DAIRY
FEDERATION Ltd., Mangal Parao, Haldwani, Nainital**

Tender Schedule/Tender : Copy to submit with all pages to UCDF office.
Comprehensive BID For :

S. N.	Name of Work	Qty Nos	EMD (Rs.)	Tender Document Fee	Completion period
1	S.I.T.& C of Coal fired steam boiler Cap-500 Kg/Hr evaporation at Almora Milk Union, Patal Devi, Almora'	1	75,000.00	2950.00	90 Days
2	S.I.T.& C of boiler Steam P.R.S system & Steam lines at Haridwar Milk Union, Shikarpur, Haridwar	1	33,000.00	1770.00	90 Days
3	Supply, Installation, Testing & Commissioning of Corn Silage Baler Machine. at Cattle Feed Plant, Rudrapur (U. S. Nagar)	1	30,000.00	1770.00	90 Days

Tender Schedule:

1	Tender Notice no.	Re-Tender Notice no:- 01(1-3)/ UCDF//2018-19, Date-11.04.2018
	Start of sale/downloading of Tender Bids- Date & Time	12.04.2018, 2 PM
2	Last Date & Time for sell of Tender Bids	24.04.2018, up to 4 PM
3	Last Date & Time for Receipt of Tender Bids	25.04.2018, up to 5 PM
4	Time & Date of Opening of Tender Bids	26.04.2018, at 11 AM
5	Place of Opening of Tender Bids	OFFICE OF THE MANAGING DIRECTOR UTTARAKHAND CO- OPERATIVE DAIRY FEDERATION Ltd., Mangal Parao, Haldwani, Nainital
6	Tender Sold to :	

To ,

The Managing Director
Uttarakhand Co-operative Dairy Federation,
Mangal Parao, Haldwani (Nainital)

Sub-:Tender/Quotation for supply of

Dear Sir,

With reference to the tender/quotation invited by you for the above mentioned supply /works, we hereby offer to supply the said works as detailed in the specifications annexed in accordance with the conditions of the tender for the total sum of Rs.

.....
.....(Rs.....)
only at unit rates indicated therein by us.

We have satisfied ourselves as to the location of works / supply and carefully perused the conditions of the tender and the specifications and we hereby confirm to effect the supply and installation and commissioning of works as indicated by us within.....months from the date of issue of the firm order to us .

We have deposited as earnest money
Rs..... (Rupees
.....)

only with you which amount is not bear any interest and we hereby agree that this sum shall be forfeited in the events of your accepting the tender and our failure to execute the contract when called upon to do so, we understand that you are not bound to accept the lowest or any tender you may receive.

Date.....

Yours Faithfully,

Full Address.....

.....
Signature of the tenderer

First Envelop: Technical bid

In Technical Bid, bidders must submit self attested following documents for completion of technical bid and eligibility for financial bid of tender.

The mentioned self attested documents shall be arranged in the same order as given below with the checklist being on the top of documents.

- 1) Registration Certificates of firm as manufacturer. In case of dealers/distributor Authorization letter from manufacturer (Self attested Copy).
 - 2) GST registration document. (Self attested Copy).
 - 3) PAN Card. (Self attested Copy).
 - 4) Earnest Money deposit DD/Receipt. (Self attested Copy).
 - 5) Tender document fee deposit DD/Cash Receipt. (Self attested Copy).
 - 6) **Work Experience:** (in case of failure to submit PO and its Satisfactory commissioning, bidder's tender will be rejected)-
1. **Work/Purchase orders & Work satisfactory completion certificates** –The bidder should have executed works of similar nature, minimum 25 % in quantity/amount (atleast one). For the proof of the same, bidder should submit purchase orders and its satisfactory performance/completion report issued in past five year, from the date of tender publishing, by the government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations.
- (Self attested Copy of Work/Purchase orders & Work satisfactory completion certificates).
- 7) CA certificate with year wise declaration, for last 3 Year Annual turnover report, which should not be less than 50% of work value since last 3 years (out of last 3 years)
 - 8) Tender Acceptance Letter (Annexure-A) should be filled, signed and stamped/certified properly.
 - 9) An affidavit regarding Non-blacklisting or otherwise as per ANNEXURE 'B' duly attested by the oath commissioner is required to be attached in support thereof.

NOTE: (Causes of rejection in the tender)

1. Please do not submit other than the above documents in Technical Bid.
2. Shortfall of any mandatory document form the above list could be **Causes of rejection of tender bid.**
3. Submit EMD and Tender document fee deposit (in original form) to this office before specified time in the technical bid. Otherwise bidder's tender will be rejected.
- 4.

Second Envelop: Financial Bid

1. In Financial Bid, Bidder will quote rates, for all items on his letter pad. Quoted rates for each items should be inclusive of Base Unit Rate, freight, erection, installation & commissioning charges and all prevailing taxes and duties with FOR site. The envelop should be sealed.

**UTTARAKHAND CO-OPERATIVE DAIRY FEDERATION Ltd.,
Mangal Parao, Haldwani, Nainital**

GENERAL TERMS & CONDITIONS

S.N.	Description
1.0	Manufactures of equipments will be preferred over the Dealers/suppliers. In case the bidder is not

	a manufacturer, he must be an authorized dealer for the quoted equipment and it will be necessary to attach a copy of authorization letter with the Technical Bid.
2.0	<p><u>ELIGIBILITY CRITERIA</u> :- For the purpose of this particulars contract bidder shall have to meet the following eligibility criteria as minimum. In case of failure to upload these documents tender may be rejected. These document are-</p> <p>(2.1) The bidder should be in such business (as required for the tendered work) for a period of at least five years at the time of bid opening in the same name and style. In order to support these, the bidder has to submit- Self attested photo copies of purchase order and their commissioning/performance report.</p> <p>(a) The Firm should have registered as a manufacturer or dealer in the same name and style for more than 5 years; In case firm is a manufacturer submit the registration document & incase Dealer upload dealership document.</p> <p>(b) Photocopy of the purchase order executed in the last five years in same name and style. The firm should have executed at least 25% of tendered quantity/amount of jobs for Supply, Installation, Testing & Commissioning of the quoted equipment successfully preferably in the government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations since last 5 years. The firm should submit copy of performance certificates and copy of purchase orders issued by the purchasers along with the Technical Bid or as mentioned in the conditions in particular item.</p> <p>(c) The annual turnover of the firm should not be less than 50% of work value since last 3 years (out of last 3 years).</p> <p>(d) The bidder should not be Black listed by any Federation/organization/institution/government or semi government departments of states or GOI. Please submit Affidavit mentioning the same on Rs. 100.00 stamp paper.</p> <p>(e) The Firm should have their regional office or service center in North India Region.</p>
2.2	<p>The bidder should be registered under office of competent authority or under statutory bodies at the time of bid opening in the same name and style. In order to support this the bidder has to submit:-</p> <p>Copy of the Registration Certificate issued by the Registration of firm in case of firms of proprietary nature. or</p> <p>Copy of partnership deed in case of partnership firms. or</p> <p>Copy of article of association in case of Pvt. Ltd. Companies. or</p> <p>Copy of registration certificate for firms registered with NSIC/Central or State Govt. Department / Local bodies for similar work. or</p> <p>If the firm is a dealer of the equipment, please submit authorized Dealership letter for the current period.</p>
2.3	The bidder annual financial turnover in the same name and style during any one of the last three years shall not be less than 50% of tendered work cost. In order to support this, Certificate issued by Chartered Accountant may be submitted.
2.4	<p>Bidder should have credentials for satisfactory performance for the last 5 year. To support this the bidder has to submit :-</p> <p>Purchase orders, along with Completion/Performance Certificate issued by government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations during last 5 years.</p> <p>Self attested photo copies of above defined documents should be submitted in the Technical Bid.</p>
2.6	Bidder's firm should be registered with GST. To support this bidder has to submit photocopy of GST Registration Certificate duly renewed by the competent authority.
3.0	The bidder will post a supervisor at work site who is well qualified, trained and having sufficient

	experience on the job. The supervisor will be assisted by a team of skilled and semi skilled technicians. The team along with the supervisor must remain and work continuously on the site and report for the work on site within a week of the receipt of materials at site or the information regarding readiness of site by the DUSS, otherwise Federation will be at liberty to cancel the order, and assign the work to any other party at the cost and risk of the bidder.
4.0	The bidder may be allowed to work round the clock in the interest of work on written request.
5.0	The material must be dispatched within the given time after the receipt of work order in minimum number of lots.
6.0	The bidder will be responsible for timely payment of wages to his workmen latest by 7 th of the following month. In case there is any delay, Federation would be at liberty to make payment of wages to these workmen on behalf of the bidder which will be adjusted form his bills. However this will be in no way reduce the responsibility of bidder for payment of wages as per the labor laws in the state to which the contractor will be solely responsible.
7.0	The bidder will submit fortnightly progress report in the prescribed Performa. The measurement of work done would be jointly recorded by his supervisor and Federation site engineer and would be sent it along with the progress report.
8.0	The bidder shall give all necessary personal superintendence during the execution of the work as long as Federation engineer may consider it necessary. Any directions, explanations, instructions or notice given by the Engineer-in- charge to the supervisor of the contractor shall be treated as there have been given to the bidder himself.
9.0	The Site engineer/Engineer in charge of the federation, with the approval of the Managing Director, UCDF shall have power to make any alternations or addition to, or substitutions in the original specification and the contractor shall be bound carry out the work in accordance to the instructions which may be given to him in writing signed by the Site engineer/Engineer in charge.
10.0	If the bidder or its employee shall break, deface or injure or destroy any part of a machine/building on which they are working or if any damage shall happen to the machine/building while the work is in progress, from any cause whatsoever, the bidder shall make the same good at his own expenses or in default, the Site engineer/Engineer in charge of the Federation, may get the same repaired at the cost of the bidder and deduct the expenses inured from his pending bills.
11.0	The bidder shall be liable to the provisions of any acts, regulations may therein relating to the workman and the acts.
12.0	The bidder shall be responsible for all injury to persons or things and for all damages to structural parts, of properties which may arises from the operations or neglect or him self or any of his sub-contractors employees. The bidder shall indemnify the federation and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as foresaid and also in respect of any claim made in respect of injury or damage under any Acts of Government, or otherwise and also in repeat of award of compensation of damage consequent upon such claim.
13.0	The bidder shall indemnify the management whether under the workman's compensation Act, or any other statute in force during the currency of the contract or any common law in respect of any employee of the contractor or any sub-contractor.
14.0	The bidder may authorize in writing any employee of the bidder to exercise all or any of the powers vested in him under this contract with intimation to the management in writing.
15.0	The equipment repaired/supplied by the contractor should be guaranteed by him for satisfactory performance for a period of 12 month from the date of repairs/supplies. You will undertake to repair/replace the defective parts-free of charge in case of defects/faulty operation during the guarantee period.
16.0	Bidder will submit the design and complete construction details with drawing or all equipments,

	etc, before undertaking their fabrication. Provision of future expansion would be kept in all electrical switch boards, control panels etc, you will also submit the layout of electrical cables, piping etc, to be laid in the plant.
17.0	In the event of awarding sub- contract to any of the parties by the bidder for the manufacture/supply/erection of any part/spares/components that will be used in the order equipment, the contractor must furnish details about his sub-contractor their experience, specialization etc. The sub contract can be awarded by the contractor only after obtaining written approval by federation. In the event of sub-contract also, the prime fascia responsibility rests on the contractor regarding quality, quantity, guarantee and warranty of the materials supplied work done by the sub-contractor.
18.0	The federation may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor is adjudge insolvent, in case of company is wound up voluntarily by the order of court or a receiver or the contractor commits any breach of contract herein specifically provided for.
19.0	Force majeure clause: The terms and conditions mutually agreed upon shall be subject to force majeure clause as noted as: “Neither the bidder nor the federation shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, earthquake, epidemic, accident fire, wind, flood or because of any law, order proclamation, regulation or ordinance of any government or of any act. Of God or any other causes whether of similar or dissimilar nature, beyond the reasonable control of the party affected, should one or both the parties be prevented from fulfilling his, their contractual obligations by state of force Majeure lasting continuously for a period of six months the two parties should consult each other regarding the future implementation of contract.

**Manager Director
UCDF Ltd, Haldwani**

**UTARAKHAND CO-OPERATIVE DAIRY FEDERATION Ltd.,
Mangal Parao, Haldwani, Nainital
SPECIAL TERMS AND CONDITIONS**

S.N.	Description
1.0	Work Experience: The Firm should have executed at least 25% quantity/amount of tendered work, of the same nature & of equivalent amount in last 5 years. Please submit purchase order and their work completion/performance certificate.
2.0	For any work partly done, payment shall be made at proportionately reduced rate as per assessment of the engineer in-charge.

3.0	Price Escalation: The prices are fixed and any price escalation in rate what - so-ever, shall not be demanded by you, except Govt. levies, which shall be permissible against furnishing of documentary proof for the same by you. The bidder should take into account all fluctuations of the market as no claim shall be entertained on this ground during the acceptance of the tender and the currency of the contract.
4.0	Basis of rate: The tendered rate shall be deemed for the complete item of work in all respects and shall include all tools and plants, packing and forwarding, insurance, freight, carriage of materials to site, stacking and removal charges of any rejected materials, GST/ all prevailing taxes in force from time to time, ie the rates should be FOR site inclusive of all.
5.0	Liquidated damages: The work must be completely finished to the entire satisfaction of the Site Engineer/Engineer-In-Charge UCDF, or his representative, within mentioned time from the date of receipt of order failing for which penalty will be imposed at the rate of 0.5% per week subject to a maximum of 10% of the total cost of work order. The date of commencement of work shall be such on which the date the purchase order is given to the bidder or it is mentioned in the work order specifically. If there is any delay due to not availability of site by the DUSS to the bidder, the bidder will not be responsible for such period of time. The availability of work site/ arrangements by the DUSS required if any (necessary for completion of work but not in the scope of contractor) will be provided by the DUSS on time as per bidder's request.
6.0	Arbitration: All disputes or differences, in respect of which the decision is not final and conclusive, shall on the initiative of either party be referred to the arbitration order of prevailing cooperative society Act to the Director Dairy Vikas Uttarakhand/Registrar Dairy Co-operative Societies Uttarakhand.
7.0	The tender Technical Bid documents are to be addressed to " Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani (Nainital)" and should be submitted in sealed cover with the name of the tender notice and name of the work on the cover. The sealed cover should also bear the name and full address of the bidder. The tenders should be sent by the registered post/ speed post/ courier in sealed covers. UCDF will not accept any excuse for non receipt of tenders, in time, due to loss or delay in postal services.
8.0	All the tenders should be submitted in two bid system i.e. Technical Bid and Financial Bid in tender portal.
9.0	Incomplete, irrelevant or conditional tenders are liable to be rejected. Tenders not submitted on proper forms i.e. BOQ form, will not be considered.
10.0	Agreement: The successful bidder shall be required to enter into an agreement with the Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani (Nainital), on non-judicial stamp paper of Rs. 100.00 Value, for execution of the work for which the tender has been accepted. In case of Partnership firms, the Agreement must be signed by the partners or by the person holding power of attorney on behalf of the firm. In the later case a only attested copy of the power of attorney must be submitted to the UCDF. The partnership firms should enclose photocopy of the partnership deed and an attested copy of power of attorney for signing.
11.0	Earnest Money Deposit : All bidders should deposit earnest money with the tender as per following details if not specified in tender notice.: (a) For cost of work up to Rs. 25.00 Lakh @ 3% (b) For cost of work above Rs. 25.00 Lakhs @ 2% (minimum 75000.00) All tender bids should be accompanied by earnest money deposit either in the form of a Demand Draft drawn on any Nationalized Indian Bank/Scheduled Bank/reputed private Indian bank or any first class Foreign bank operating in India, Term Deposit Receipt/ Fixed Deposit Receipt, Bankers Cheque issued by any Nationalized Indian Bank/Scheduled Bank/reputed private Indian bank or any first class Foreign bank operating in India in favor of Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani (Nainital) payable at Haldwani with the tender

	<p>form. In general, the validity of EMD should be 90 days from the last date of validity of the tender, but the period may be extended as per requirements.</p> <p>All bidders may note that EMD submitted in the form of a cheque will not be considered. EMD may also be deposited in the form of cash with the account section of the UCDF and cash receipt should be attached with the tender.</p> <p>Any tender bid which is not accompanied with the Earnest Money Deposit will be summarily rejected and no exemption shall be granted to any of the bidders in this regard.</p> <p>Note: The rebate or exemption in the EMD will be provided to the firms registered with Micro, Small & Medium Industries Department Uttarakhand only as per provisions of Uttarakhand government order no: 261/VII-2-14/143-industries/2003, dated- 19.03.2014 or any amendment issued by the Government of Uttarakhand only. Please attach a copy of the rule (issued by the government of Uttarakhand) under which such exemption is claimed as documentary proof.</p> <p>EMD of unsuccessful bidders would be returned within 120 clear days from the date of opening of the tender bids. However, no interest shall be paid on EMD for the period during which it lies with the UCDF.</p> <p>EMD of successful bidder will be kept as Work Completion Security for a period as mentioned in the Uttarakhand Procurement Rules 2008.</p>
12.0	<p>16. Performance Security:</p> <p>(i) To insure due performance of the contract, successful bidder shall be required to deposit and keep to be deposited with the UCDF a sum equivalent to 10% of total contract value as Performance Security. The performance security may be furnished in the form of account payee Demand Draft/ FDR/TDR/Bank Guarantee in an acceptable form safeguarding the organization's interest in all respects.</p> <p>(ii) Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including guaranty obligations in the guaranty period, which is 1 (one) year from the date of successful trial & commissioning of the equipment.</p> <p>(iii) EMD/Bid security should be refunded to the successful bidder on receipt of performance security.</p> <p>(IV) Performance Guaranty Period/Defect Liability Period: This period will be 1 (one) year from the date of successful trial and commissioning of the equipment/plant. The bidder should be responsible for removal of any defects free of cost in this period. After this period, the bidder will be responsible for removal of defect on payment basis i.e. After sales services will be provided by the bidder well in time. Or as mentioned in the special conditions for particular item.</p>
13.0	<p>Work Security Deposit: The successful bidder shall be required to deposit and keep to be deposited with the UCDF a sum equivalent to 5% of total contract value as work security deposit within 15 days from the date of signing of the contract. The EMD deposited by the bidder will be adjusted in the security deposit. This security deposit shall be released to the contractor after supply of the Material as per specifications in good condition and its verification at the work site. However no interest shall be paid to the contractor on the security deposit. In case of any delay occurred, or in the event of cancellation of contract due to non compliance with any terms & conditions of this contract by the contractor, the work security deposit is liable to be forfeited by UCDF.</p>
14.0	<p>All work shall be executed strictly in accordance with the General Specifications of the equipments.</p>
15.0	<p>The Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani shall not be responsible for supply of any material.</p>
16.0	<p>When the tender is accepted, the contractor shall have to notify the names of two of his authorized representatives, of whom will have to be always available at the site of the work.</p>

17.0	For steam and water installations, the contractor will have to employ C.I.B.'s licensed persons if he is not a licensed repairer himself.
18.0	Any claim during the periods of contract for extra items etc. will be submitted in writing within a week of such claim having arisen failing which the claim may not be entertained.
19.0	All materials brought for use of the work shall have to get approved by the engineer in charge before actual use.
20.0	Samples of all items of work to be executed will have to be got approved by the engineer in charge, before execution.
21.0	The site will be cleared by the contractor of all surplus or waste material, dirt, debris etc. on completion of the work for which no extra payment will be made.
22.0	The contractor will have to make his arrangements for tools and equipments for all works.
23.0	The total value of the tender should be mentioned in the tender offer appended hereto which has to be submitted along with the tender.
24.0	Charges for erection and commissioning should be indicated clearly & separately, if applicable.
25.0	Validity of Tender: The bidder are requested to keep their offer open for 90 (ninety) days from the date of opening of the tenders. If any bidder withdraws his tender before the expiry of the said period, the UCDF may allow withdrawal but in such case the EMD deposit by the bidder may be forfeited. If the federation does not allow the withdrawal and accept the tender and the bidder fails to perform his part of the contract, the EMD deposited by the bidder shall be liable to be forfeited besides other consequences of breach of contract.
26.0	The tenders should be accompanied by the technical details and drawings of the materials, if applicable.
27.0	If subsequent to the submission of the tender offer, the bidder alters or modifies contents of his tender, which are not acceptable to the UCDF, the tender shall be deemed to have been withdrawal by the bidder.
28.0	<p>Payment for supply, installation, testing and commissioning contract:</p> <p>(i) 30% advance on acceptance of the order on signing of the agreement, against submission of the Advance Bank Guarantee as per terms of the contract/ purchase order issued by any nationalized Indian bank/scheduled bank/reputed private Indian bank or first class foreign bank operating in India for 36% value of the contract/purchase order value (30% advance payment and 20% interest on the advance amount), valid for a period of 3 months from the date of receiving the advance payment.</p> <p>(ii) 50% payment of the contract/purchase order value after safe receipt of the good at site and material verification at site.</p> <p>(iii) 10% payment of the contract/purchase order value on completion of the erection of the items.</p> <p>(iv) 10% balance payment on trial and commissioning of the plant against Performance Bank Guarantee of 10% of the contract/purchase order value, valid for a period of 12 months (Performance Guarantee Period) from the date of successful commissioning of the plant, issued by any nationalized Indian bank/Scheduled Bank/reputed private Indian bank or first class foreign bank operating in India.</p> <p>* If the site clearance is not given by the expiry date delivery-erection schedule as per the contract/ purchase order, balance 25% payment may be made against a Bank Guarantee of an equivalent amount issued by any nationalized Indian bank or first class foreign bank operating in India valid for a period of 12 months.</p> <p>II- For erection/service/overhaul component only:</p> <p>(i) 30% advance on acceptance of the order on signing of the agreement, against submission of the Advance Bank Guarantee as per terms of the contract/ purchase order issued by any nationalized Indian bank/ Scheduled Bank/reputed private Indian bank or first class foreign bank operating in India for 12% value of the contract/purchase order value (10% advance payment and</p>

	<p>20% interest on the advance amount), valid for a period of 3 months from the date of receiving the advance payment.</p> <p>(ii) 55% payment of the erection/service/overhaul of the equipment on group basis.</p> <p>(iii) 15% balance payment on trial and commissioning of the plant.</p> <p>III- For Supply Items only:</p> <p>(i) 90% payment of the cost of the material will be paid to the party after safe receipt of the materials in store at site and material verification.</p> <p>(ii) 10% balance payment shall be made to the firm against submitting the performance security/ security deposit which may be in the form of Performance Bank Guarantee of 10% of the contract/purchase order value, valid for a period of 12 months from the date of supply of the material , issued by any nationalized Indian bank or first class foreign bank operating in India.</p>
29.0	Any statutory approval from the local government authority's viz. Chief Boiler Inspector, Electrical Inspector, Factory Inspector etc, shall be obtained by the contractor. The bidder shall have to attach with the tender certificates from competent authorities of having similar works done, during previous years.
30.0	Federation has the right to reject any or all the tenders without assigning any reason.
31.0	The bidders are advised to see the site of work before tendering.
	<p>Mode of payment:- Payment for the work executed, in part or full, shall be made through Multi city cheques/RTGS/ DD by UCDF Ltd/DUSS for which bank charges will be borne by you.</p> <p>The bills should be issued in the name of "concerning DUSS Ltd", in A/C of U C D F, Ltd, Haldwani or as per instruction given in the Purchase Order.</p>
32.0	General Membership: The successful bidder will have to deposit Rs. 100.00 as membership with the UCDF. This will be one time general membership fee. If any bidder has already deposited this amount once, he need not to deposit the money in future.
33.0	Tender Fees: The bidder will have to deposit the tender fees as mentioned in NIT.
34.0	Technical Specification: The technical specification of individual machine/equipment will be given in the NIT. Any other special conditions/eligibility criteria may also be mentioned in the Technical Specification for the particular machine/equipment. The successful bidder will have to follow the specifications.
35.0	Any Government order, issued by the Uttarakhnad Government, from time to time, will be binding to both parties and similarly tender conditions will be amended.

**Manager Director
UCDF Ltd, Haldwani**

Technical Specifications

Item No: 1

Name of Work: SIT&C of Coal fired Steam boiler with Air Pollution Control Unit and Chimney, Capacity- 500 Kg/hr evaporation.

Quantity: 1.0 unit

Location: Almora Dugdh Utpadak Sahakari Sangh Ltd., Patal Devi, Almora.

TECHNICAL SPECIFICATION OF STEAM GENERATION SYSTEM

Boiler Type	:	Horizontal, Coal fired Smoke tube, 3 pass Dry back
Boiler Quantity	:	One no., as per IBR 1950
Boiler Capacity	:	500 Kg/hr
Operating Pressure	:	10.54 Kg/cm ²
Thermal Efficiency	:	Min. 75% at 50% steam load
Fuel	:	Coal

DETAILED SPECIFICATIONS:

BOILER:-

- Boiler should be horizontal, shell type, packaged, Three -pass smoke tube and Dry back design.
- Boiler shall be complete with all mountings, controls, accessories etc.
- MOC for Shell, furnace, tube plates, wrapper drum, pad plates etc. SA 515/516 Gr 70 or Equivalent.
- Boiler construction shall be in accordance with the latest revision of Indian Boiler Regulations 1950, Act 1923. All material used shall be approved and tested as per relevant existing codes. All the welded joints shall be as per code requirement.
- MOC of fire tube: BS 3059 ERW 320. These tubes should be easily accessible both from inside as well as outside for inspection and maintenance. These tubes are to be tightly expanded in the tube plate and seal welded.
- All working parts of the Boiler should be accessible for ease of inspection and maintenance. On the shell, one elliptical manhole and two mud hole must be provided. Access to the combustion chamber should be through bolted refractory lined access door whereas tube nest should be exposed through hinged mounted front door.
- Boiler front door is lined with ceramic fibre blanket with SS sheeting on the tube side of the door.
- The Boiler shall be designed and constructed to generate steam at efficiency of 75% on Net Calorific Value (NCV) of Coal/ Solid Fuel.
- Fusible plugs shall be installed in the 2nd pass of the flue gases for protection.
- The insulated cylindrical shell of the Boiler shall then be clad with 22 SWG aluminum sheets. A fixed ladder shall be provided which can be moved as per convenience.

- Radiography examination for circumferential & longitudinal seams of shell shall be executed as per IBR norms.

MOUNTINGS & FITTINGS FOR BOILERS:-

- MAIN STEAM STOP VALVE : CI ANGLE / ST GLOBE : 1 NOS
- WATER LEVEL GAUGE GLASS : BRONZE SLEEVE PACKED : 2 SETS
RH & LH BOTH
- FEED GLOBE VALVE : CS / CI GLOBE : 2 NOS
- FEED NRV : CS D CHECK VALVE/ CI NRV : 2 NOS
- BLOW DOWN VALVE : PARALLEL SLIDE : 1 NOS
- WATER LEVEL CONTROLLER : MOBREY or equivalent : 2 NOS
- ISOLATING VALVES WLC : CI GLOBE : 2 EACH
- SAFETY VALVES : FULL LIFT : 2 NOS
- PRESSURE GAUGE : 6" DIAL (0-300 psig) : 1 NOS
WITH SYPHON AND ISOLATING VALVE
- PRESSURE SWITCH : On/ OFF : 1 NOS
- ID FAN : Belt Driven : 1 SET
Balanced, With suitable motor
- AIR RELEASE VALVE : FS/CI GLOBE SCREWED : 1 NOS
- WLC DRAIN VALVE : FS/CI GLOBE SCREWED : 1 NOS
- FEED WATER PUMPS : VERTICAL SS IMPELLER : 2
SETS
COMPLETE WITH MOTOR ETC
- BOILER CONTROL PANEL : PREWIRED DULY FABRICATED : 1
NOS

ID and FD FAN:-

- This system consists of a Induced draft belt driven ID Fan with motor, Dampher on inlet, bellow assembly, mounted on MS Channel sturdy frame to be fixed on a foundation
- The following are the alarms to be activated on the following cases mentioned below
 - Alarm and ID Fan trip.
 - Alarm and ID Fan trip on extreme low water level.

FEED WATER PUMPS:-

- Two electrically driven multistage vertical type centrifugal pumps to match the capacity of the boiler (One working and one standby) shall be supplied with suitably rated energy efficient motor. The pump should be capable of handling water at 80° C temperatures and above maximum discharge pressure generated by the boiler. The class of motor insulation and number of stages of the pump should be accordingly selected. The pump should have SS 304 body & impellers with cartridge type mechanical seal, mounted on CI base. The body & impellers shall be fabricated from SS 304 sheet & not cast steel.

Air Pollution Control Devise:

- Single Cyclone unit for dry ash collection and to meet norms of the state/central pollution control board shall be provided.
- Rotary airlock valve with the APC unit
- Tripod leg support system, sturdy for mounting the APC system.
- Control from Boiler control panel

FLUE GAS DUCTING & MS DAMPHER:-

- From Boiler to chimney complete with damper.
- MS Ducting between the chimney & MS Damper shall be of 200 mm dia. & Boiler shall be fabricated from MS sheet of minimum 3.15 mm thickness.
- Fabricated ducting segments shall be welded to each other and suitably supported within the Boiler house.
- From Boiler to APC, APC to ID Fan, ID Fan to Chimney, all sizes and sections with bends and flanges at required points.

PIPE LINE:-

WATER LINE:-

- Water piping would be of suitable sized MS 'C' class pipe welded with long bends.
- Piping near the pumps shall be complete with isolating valves/ disc check valves, strainer etc. and all required fittings in the delivery line. Suction line valves shall be provide by user.
- Feed water line after the Feed water pump to Boiler, shall be as per IBR requirements.
- The Feed water lines for Boiler & shall be suitably sized for maximum rating of Boiler.

STEAMLINE:-

- Steam generated from Boiler through the steam stop valves through NRV to existing pipe line/ header within the Boiler House. (max 12 m)
- Steam line shall be insulated with 50 mm glass wool & cladded with min. 26 SWG aluminum sheet.
- Suitable sized NRV & DCV/ NRV shall be provided for Steam line.
- The pressure in the system shall be maintained as per PO requirement.
- Steam pipes shall be inspected and hydraulically tested after the erection at a pressure not less than 1.5 times the design pressure but shall not exceed the maximum allowable test pressure of any non-isolated components such as valves and pumps.
- A certificate from the Inspecting authority in Form-III-A, stating that this has been done by him may be accepted. The contractor shall get the Boiler and its complete plant registered by The Chief inspector in Delhi and for this purpose all fees shall be deposited by the contractor and he shall ensure successful registration in Delhi and obtain the Provisional Firing Order.

CHIMNEY:-

- Designed with a minimum height of 31 meters and shall meet the applicable pollution control board norms.
- The construction of chimney shall consist of one conical portion at bottom and at least two straight portions over it made of suitable sized MS sheet complete with welded joints and flanged joints between various portions.
- The corrosion allowance to be considered shall be 3 mm and shall be complete with aviation lamps, lightening arrestor, earthing, and inlet from flue gas ducting coming from Boilers to chimney with dampers will be in the scope of Vendor. Chimney shall be 10/8/6 mm thick.
- One platform at suitable height shall be provided with ladder and cage for complete height of chimney.
- Rain cap with cone arrangements and ash removal arrangements shall be provided as suitable.
- The chimney for the boilers shall be of self-supporting type, made out of mild steel sheets of suitable thickness. The steel plates and sections used in construction of the chimney along with other materials such as bolts, nuts, washer, gaskets including all consumables like welding rods etc. should confirm to the relevant IS.
- Foundation bolt of adequate length and diameter with square threads shall be provided along with anchoring channel of section ISMC 150 on the bolt base.

STRUCTURAL WORKS:-

- All structural works like structural support for piping, trench covers, access ladder, railing etc. for operation & maintenance to mezzanine floor, and ducting shall be supplied as per site conditions.
- The structure shall be welded type consisting of suitable steel structure having columns, I-beams, channels, angles, plates, foundation bolts etc.
- Approx 1 MT of structure for Boiler shall be supplied, of various sections.

INTERCONNECTING CABLING:-

- Cabling for connections to various motors from control panel shall be 3 core armored/ unarmored 2/ 4 / 6 mm² as required.

LIST OF APPROVED MAKES:-

Items Description	Preferred Makes
Boiler Makes	FORBES MARSHALL/ THERMAX / CRUPP BOILERS/or equivalent reputed make
Boiler drum plate	SAIL/TISCO
Boiler Tubes	TATA/ISMT/JINDAL/ Equivalent & conforming to IBR
HP steam pipes	TATA/ISMT/JINDAL/ Equivalent & conforming to IBR
Boiler feed water pump	GRUNDFOS/ WILO/ KSB
HP/ LP steam / Condensate valve	FORBES MARSHALL / SANT / LEADER

Steam Non Return Valve	ELEMS / FORBES MARSHALL/ LEADER
Pressure gauges	H GURU/ FIEBIG
Blow Down Valve	LEVCON/ E'LEMS
Steam relief valve	DARLING MUESCO/ SANT/ FAINGER LASER
Automatic Water level controller	MALHOTRA / CRUPP BOILERS
Water level indicator with drain cock	LEADER/ E'LEMS/ LEVCON
Pressure switches	DANFOSS/ INDFOSS
Miscellaneous Items (Electricals)	
MCCB,MPCB,MCB	L&T/ SIEMENS/ ABB/ SCHENIDER
Contractors	L&T/ SIEMENS/ ABB/ SCHENIDER
Started Overload Relays	L&T/ SIEMENS/ ABB/ SCHENIDER
Indicating Lamps	L&T/ SIEMENS/ VAISHNO/ TEKNIC
LT Power Cables	CCI/ FORT GLOSTER/ RPG ASIAN/ INCAB/ POLYCAB/ FINOLEX/ UNIVERSAL/ NICCO/ ISI
LT Copper Control Cables	CCI/ FORT GLOSTER/ RPG ASIAN/ INCAB/ POLYCAB/ FINOLEX/ LAPP KABEL/ POLYCAB/ ISI

SPECIAL CONDITIONS:- 1-The firm shall get the boilers & its accessories inspected & passed from the competent authority Chief inspector of boilers Uttarakhand.

2- The tenderer should be IBR Boiler manufacturer/ authorized dealer of IBR Boiler manufacturer. A certificate to this effect shall be attached.

3-The tenderer should have installed at least 3 nos. boilers in government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations.

4- If tenderer is authorized dealer, the tenderer should have successfully completed requisite works of SITC of IBR Steam Boilers of his principals under his name & style in last five years in government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations.

5- The tenderer shall have installed and commissioned Coal/ Oil fired similar or higher capacity boiler in any government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations since last 5 years.

6- The firm shall have to stand a warranty for a period of 12 months from the date of installation, trial & commissioning.

ITEM NO-2

Name of work : SIT&C of PRS, SDH, Steam Pipe Line for New Steam Boiler at Haridwar Milk producers Cooperative Union, Shikarpur, District- Haridwar.

SCHEDULE OF WORK:

S. NO.	DESCRIPTION	QTY	UNIT	
1	Supply, Installation, Testing & commissioning of Steam PRS for 1000 Kg/hr capacity Boiler upstream pressure 10.5 Kg/cm², downstream pressure 3.4 Kg/cm², flow rate 1000 K/hr max.	1.0	Nos.	
2	Supply, Installation, Testing & commissioning of Steam Distribution header size 200 Nb, IBR with 2 inlet and 4 outlets as per site conditions, duly certified, with pressure gauge set complete	1.0	Nos.	
3	Supply, Installation, Testing & commissioning of IBR Steam Seamless Schedule 40 steam lines complete with bends, sockets, all M.S. supports etc for supplying steam from boiler to existing Utility, safety valve exhaust, blow down line & air vent line etc.			
		15 NB	30	Rm
		25 NB	36	Rm
		40 NB	12	Rm
		65 NB	12	Rm
4	Water Line Valves from feed Water tank to Feed Water Pumps, class 150			
		25 NB	1	Nos.
		40 NB	4	Nos.
		40 NB Strainer	1	Nos.
		40 NB NRV	1	Nos.
5	Steam Line Valves from PRS to Header and to Pasteurizer (make: Sant/Spirex/Leader/Forb marshal)			
		25 NB	4	Nos.
		65 NB	2	Nos.
		40 NB NRV	1	Nos.
6	Providing of Steam Trap assembly i/c one inlet valve, one bye pass valve & one Steam trap complete IBR	2	Nos.	
7	Providing of Insulation on Steam Pipe line with 50 mm thick glass wool, M.S. wire net & 26 SWG Aluminum Sheet etc as required.	40	Rm	
	Note: The rates should be inclusive of all prevailing taxes & duties, FOR site.			

SPECIAL CONDITIONS:-

1. The firm shall get the boilers & its accessories inspected & passed from the competent authority Chief inspector of boilers Uttarakhand.
2. The tenderer should be IBR Boiler manufacturer/ authorized dealer of IBR Boiler manufacturer. A certificate to this effect shall be attached.
3. The tenderer should have installed at least 3 nos. boilers/PRS system/steam lines & Fittings in government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations since last 5 years.
4. If tenderer is authorized dealer, the tenderer should have successfully completed requisite works of SITC of IBR Steam Boilers /PRS system/steam lines & Fittings of his principals under his name & style in last five years in government/semi government/PSU/Autonomous/co-operative/Reputed Private organizations.
5. The firm shall have to stand a warranty for a period of 12 months from the date of installation, trial & commissioning.

ITEM NO: 3

Name of work: Supply, Installation, Testing & Commissioning of Corn Silage Baler Machine.

Location: Cattle Feed Plant, Opposite BHEL, Rudrapur (U. S. Nagar)

Bale Size: 50kg to 70 kg

Capacity: 25 to 30 Bales/ hour

Quantity: 1 No

Functional Requirements:-

Fully Automatic Corn Silage Baler and Wrapper Machine should be used to press the small cut green corn pieces in a Round Shape Silage Bale. The pressing of bale will reduce air content in it. After pressing, the bale will be wrapped with the thin Polypropylene film, so as to protect the pressed material from being in contact with air. The pressed material will be un-aerobically decomposed to form corn silage.

Pressing and Bale making: The machine should be suitable to hydraulically press the green corn pieces and form Round Shape bale of 50 kg to 80 kg weight. This should be a Complete Machine equipped with Sensor and Alarm System. The machine should be strong and durable, less vibration, low labor cost, high efficiency best silage baler machine.

Wrapper Machine: Automatic wrapping should be done. It should automatically pack a plastic bar as a spherical ball, Stressed film High Speed Round Shape Packing.

Conveyor: The machine should be equipped with suitable High Speed Conveyor to transport fodder pieces in to pressing hopper.

Alarm System: Suitable alarm system to indicate - when the baling hopper is filled with corn, it should alarm.

Operation: The complete machine will be run by a tractor of suitable capacity. The tractor will be provided by Cattle Feed Plant Rudrapur.

Frame: The machine should be mounted on a sturdy/heavy M.S. frame and fitted with suitable tyre for easy movement of the machine.

Technical specifications:

Parameters	Specifications for Bale Size : 50-80 kg (Approx.)
Width	1400 - 1700 MM
Length	3500 - 4000 MM
Height	1800 - 2000 MM
Total weight	900 - 1100 kg
Capacity of Hopper	50-80 kg
Operation System	Hydraulic and Mechanical
Compacting Facility	Yes
Bale chamber Diameter	450-500 mm
Power Source	35 - 40 hp Tractor or 10 KW Electrical Motor
Compaction Density	Minimum 750-850 Kg/m ³
Bales production per Hour	Minimum 25-30

Bale weight	50 Kg to 70 Kg
External Wrapping	Minimum 6 Layers
Internal Wrapping	Polypropylene film
Wrapping Film Material	Polypropylene
Special motor	200 C.C
Hydraulic Pump	Single Stage
Hydraulic Motor	3 unit
Hydraulic Distributor	1 unit
Hydraulic Oil Box	60 Liter
Conveyor	98 inches minimum
Tire	6-00-16
Alarm system	Yes

Note: The bidder should be an experienced manufacturer of the required machine and have been supplied at least 5 machines of similar or high capacity.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Name & Signature of the Bidder, with Official Seal)

(Affidavit of Non blacklisted firm)

(AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/ -)

I, _____ sole proprietor/partner/authorized signatory of M/s. _____
_____ sole proprietorship/partnership firm/public/private limited company
having its principal place of business/ registered office at.....
.....(Full Address) do hereby solemnly affirm and declare as under:-

- 1- That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/delisted or debarred with any company of Private/Public Ltd. or Government Company/Semi Govt. deptt. from participating in the tender as on date.
- 2- That I hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or any other essential commodity during last five years.
- 3- That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the Uttarakhand Co-operative Dairy Federation Ltd. and its associates Milk Union. Besides, Uttarakhand Co-operative Dairy Federation Ltd shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.
- 4- I know that to swear a false affidavit is crimes under the law and with such knowledge only I have swear this Affidavit. I shall be responsible for any false statement.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on.....that the contents of paras 1 to 4 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

**(Contract Agreement)
(ON NON JUDICIAL STAMP PAPER OF RS. 100/-)**

This agreement made theday of20... between Uttaranchal Co-operative Dairy Federation Ltd, Mangal Parao, Haldwani (Nainital) there in after called 'Purchaser' on the one part and M/s.....

(Hereinafter 'the Supplier') on the other part.

Whereas the purchaser is desirous that certain Goods and ancillary Services should be provided by the supplier. Viz. (Brief description of Goods and services) and has accepted a bid submitted by the supplier in response to the purchaser's Bidding Document Reference.....for the supply of these Goods and Services in the sum of Rs..... (Rupees.....).

(Hereinafter "the Contract Price").

Now This Agreement Witnesses as Follows:

- In this agreement and expression shall have the same meaning as in the terms and conditions and in section III & Section IV in the above referred Bidding Document.
- The following documents shall be deemed to form and be read constructed as part of this agreement. viz.
 - a. the offer and the price schedule submitted by the supplier;
 - b. the schedule of requirement/list of items and the technical specifications in Sections V and VI in the above referred Bidding Document.
 - c. The terms and conditions in section III and IV in the above referred Bidding Document.
 - d. The Purchaser's Purchase Order No.....no.....
.....date
- In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the Purchaser's purchase order and Bidding Document.
- The purchaser hereby covenants to pay the supplier in considerations of the provisions of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the purchase order at the times and in the manner prescribed in the purchase Order and Bidding Document.

In Witness where of the ratios here to have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said

.....
(For the Purchaser) in the presence of

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

(For the Supplier) in the presence
of:.....

**(Form of Bank Guarantee against Advance Payment)
(ON NON JUDICIAL STAMP PAPER OF RS. 100/-)**

Bank Guarantee No.

- 1- In consideration of the Uttaranchal Co-operative Dairy Federation Mangal Parao Haldwani there in after called the UCDF having agreed to grant an advance of Rs.....
.....(Rupees.....only) to M/s terms and conditions of an contract/purchase order no.....dated..... made between the UCDF and M/sfor the supply erection/commissioning (hereinafter called the said contract/purchase order) on production of a bank guarantee for Rs.....
.....(see note 2 below)
(Rupees.....only)we.....
..... (Hereinafter called the bank) do hereby undertake to pay the UCDF an amount not exceeding Rs. (Rupees.....only) against any loss/damage caused to or suffered would be caused or suffered by the UCDF by reason of any breach by the said supplier(s) of any of the terms and conditions contained in the said contract/purchase order.
- 2- We,..... do hereby undertake to any the amounts due and payable under this guarantee without any demur merely on a demand from UCDF stating that the amount claimed is due by way of loss or damage caused to or would be caused to suffered by the UCDF by reason of any breach by the said supplier (s) of any of the terms and conditions contained I in the contract/purchase order, or by reason of the supplier (S) failure to perform the said contract /purchase order any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
- 3- We,....., further agree that bthe guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract/purchase order and that it shall continue to be enforceable till all the dues of the UCDF , under, or by virtue of the said contract/purchase order have been fully paid and its claims satisfied or discharged or till the UCDF certifies that the terms and conditions of the said contract/purchase order have been fully and properly carried by the said supplier (s) and accordingly discharge the guarantee unless a demand or claim under this guarantee made an us in writing on or before, we shall be discharged from all liability under this guarantee therefore.
- 4- We,.....,further agree with the UCDF that the UCDF shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract/purchase order to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the UCDF, against the said supplier and to forbear or enforce any of the terms and conditions relating from our liability by reason of any such variation, or extension or for any fore bearance, act of omission an the part of the UCDF, or any indulgence by the UCDF, to said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
- 5- We.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the UCDF in writing.
- 6- Not withstanding anything herein above the liability of the Bank Guarantee is restricted tp Rs..... (Rupees..... only). The Guarantee shall remain in

force till the19 unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the UCDF under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Place:

(Signature)

Date:

CODE NO

Note: -

- 1- Suppliers should ensure that seal and code no. of the signatory is put by the bankers before submission bank guarantees.
- 2- The value of Bank guarantee shall be 36% of the order value.

(Performance Bank Guarantee)
(ON NON-JUDICIAL STAMP PAPER OF RS. 100.00)

Bank Guarantee No.**Dates:**

This deed of performance guarantee made this.....day of200... (Two thousand) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context or meaning thereof includes its legal representative, successors and assigns and the Uttaranchal Co-operative Dairy Federation Ltd, Mangal Parao, Haldwani (Nainital) (hereinafter referred to as the federation) which expression shall unless repugnant to the context or meaning thereof includes its legal representatives successors and assignees.

Whereas, Federation/DUSS has awarded a contract and purchase order bearing No..... Dated..... On M/s. (Name and address of the party) hereinafter referred to as the "Supplier") for the supply/supply erection and commissioning of performance guarantee in the form of a Bank guarantee to the Federations in terms and conditions of the Bidding Documents and the Contract which will be kept veiled up to period should be till end of warranty period). And whereas, the bank guarantee (The constituted agent and officer has already read and understand the contract made between the Board and the Supplier.

In consideration of the Federation having agreed to award the contract/purchase order on the supplier, we..... (Name of the Bank), do hereby guarantee, undertake, promise and agree to with the Federations its legal representatives, successors and assignees that the within named (name of the supplier their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the contract/purchase order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner there in provided, do all obligations there under and we further undertake and guarantee to make payment to the Federations of Rs.(Rupees only) being the 10% of the contract value in case the supplier, their legal representatives and assignees do not faithfully perform and fulfill everything within the Bidding Documents and the contract/Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations there under.

In case the supplier fails to perform or fulfill the contract/Purchase Order as per the terms and conditions agreed upon the Federation is entitled to demand an amount equal to 10% of the Control value from the supplier and the demand made by the Federation by itself will be conclusive evidence and proof that the Supplier has failed to perform or fulfill his obligations and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the reason for the failure of performance or fulfillment, on any ground .

We, (name of the Bank), do hereby undertake to pay an amount equal to 10 % of the Order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the Federation stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the supplier or by reason of the Supplier's failure to perform the said contractual commitments/Purchase order, any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs.....only) being the amount equal to 10% of the total order value. We (name of the Bank), further agree that the performance guarantee herein contained shall remain in full force and effect for a period ofcalendar month from the date of Bank Guarantee (the period should be till end of warranty period) and till the Federations certifies that the

terms and conditions of the said contract/purchase order have been fully and properly carried out by the said Supplier and accordingly discharge the guarantee, unless a demand or claim under this discharged from all liabilities under this performance guarantee thereafter.