

छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम—उरला, पो — बी0एम0वाय0 चरोदा,जिला—दुर्ग, छ0ग0

क्रमांक / 2747 / छगदुमस/क्रय/2021

दिनांक—07.12.2021

॥ 2000 लीटर क्षमता के बल्क मिल्क कुलर क्रय एवं स्थापना कार्य हेतु निविदा सूचना ॥

दुग्ध महासंघ द्वारा एन.पी.डी.डी.—III, योजनान्तर्गत प्रस्तावित 16 सेट 2000 लीटर क्षमता के बल्क मिल्क कुलर क्रय, एवं स्थापना कार्य हेतु निविदा आमंत्रित की जाती है, जिसकी निविदा जमा करने की अंतिम तिथि—11.01.2022 निर्धारित है, जिसका विस्तृत विवरण दुग्ध महासंघ की वेबसाइट— www.cgcoopdairyfed.in पर उपलब्ध है।

प्रबंध संचालक

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT
(ISO 22000:2005 Certified)

Email: raipurdugdhsangh@gmail.comWebsite: www.cgcoopdairyfed.in

CGCDF/PUR/NPDD-III/ 2747

Date: -07.12.2021

Tender Notice for Supply, Installation and commissioning of Bulk Milk Cooler

Sealed Tenders are invited from reputed manufacture/dealer for supply, installation and commissioning of 2000 liter capacity Bulk Milk Cooler for 16 set, details are under:-

| No | Name of the Item | Qty | EMD | Period for Work Completion |
|----|--|-----------------|---------------|--------------------------------------|
| 1 | Supply, installation and commissioning of 2000 liter capacity Bulk Milk Cooler | 16 Set Complete | Rs. 432000.00 | 90 Days from the date of Work Order. |

- EMD in the form of DD in favor of CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT payable at **Raipur** to be submitted along with Tender form.
- Cost of tender form will be Rs. 3000/-
- Tender form can be downloaded from our official website : www.cgcoopdairyfed.in
- A separate DD of Rs. 3000/- in favor of CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT payable at **Raipur** shall have to be submitted along with EMD/ tender form.
- Last date for received of tender is-**11-01-2022** up to **02.00 PM** and will open on same date at **03.00PM**. Managing Director reserves the right to accept/reject any or all tenders or its part without assigning any reason thereof.

Place of opening of Tender:- Office of CGCDF-Main Dairy Plant, Admin Building at Meeting Hall .

Address: - Managing Director -CGCDF- Plant- Urla, BMY CHARODA, Distt- Durg CG.

MANAGING DIRECTOR

Head office & Postal Address.

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT
URLA-BMY, CHARODA, DIST:-DURG-490025.

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT

(ISO 22000:2005 Certified)

Email: raipurdugdhsangh@gmail.com

Website: www.cgcoopdairyfed.in

CGCDF/PUR/NPDD-III/ 2747

Date: - 07.12.2021

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CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT

(ISO 22000:2005 Certified)

Email: raipurdugdhsangh@gmail.comWebsite: www.cgcoopdairyfed.in

CGCDF/PUR/NPDD-III/ 2747

Date: - 07.12.2021

BID TIME AND SCHEDULE

| <u>Sr. No.</u> | <u>CGCDF Stage</u> | <u>Tenderer stage</u> | <u>Start Date & Time</u> | <u>Last Date & Time</u> |
|-----------------------|---------------------------------------|---|-------------------------------------|------------------------------------|
| 1 | Tender Preparation And release of NIT | - | 08-12.2021 at 11.00 PM to | - |
| 2 | | Last date for received of Documents with Tender form fees and EMD at CGCDF, only through Registered/Speed post. | - | 11.01.2022 up to 02.00 PM. |
| 3 | Opening date of the tender. | - | - | 11.01.2022 at 03.00 PM. |

Managing Director

SCHEDULE - I**General Terms & Conditions for tender submission & supply and installation****Tender Ref.: CGCDF/PUR/NPDD-III/ 2747****Date: - 07.12.2021**

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg (CGCDF), an ISO certified cooperative organization, invites Sealed Tenders are invited from reputed manufacture/dealer for Supply, installation and commissioning of 2000 liter capacity Bulk Milk Cooler –As per technical Specification given in the schedule-II .

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg reserves the right to accept or reject any or all tenders, which in their opinion justify such actions, without further explanation to the tenderers.

1.0 Scope of supply :-

The bidder shall have to supply and installation of 2000 liter capacity Bulk Milk Cooler –As per technical Specification given in the schedule-II .

2.0 Required qualification of the bidder:-

The bidder must have:-

1. Registration for GST
2. Valid & active PAN issued by I.T. Department.
3. I.T. return for the last 02 assessment years(2018-19 & 2019-20)
4. Bidder turnover of more than 100 lakhs in at least 2 financial years out of last 5 i.e.16-17, 17-18, 18-19, 19-20 and 20-21 are eligible-Copy to be submitted by bidder.
5. Experiences- Bidder should have experienced for supply of same BMC min- 20 Nos in last 05 F.Y.
6. Pre Integrity Pact

The bidder must attach the documentary proof for all the above criteria.

3.0 DECLARATION :

- 3.1** The tender submission by the tenderer itself implies that he/she has read all the instructions, terms and conditions laid down in the tender and has completely made himself / herself aware of scope, quality & technical specifications of the machine / equipment to supplied and, have fully satisfied himself / herself with all related bindings that were expected from him / her through conscious participation.

4.0 Tender Submission :-

- 4.1** **The tender should be sent by Registered/ Speed post only. Bids received through courier service/by hand / any other means shall not be considered, so as to reach the Managing Director , Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, PO BMY Charoda, Urla, Durg -490025 (CG) on or before the scheduled time and date. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, shall not be responsible for any postal delay.**

- 4.2** Individuals signing on the tender and other related documents must specify in which capacity of the firm he/ she has signed the documents.

- 4.3** The tenderer will ensure to submit the tender papers in three separate envelopes as under -
Envelope enmarked "A" - Earnest Money Deposit and tender fee in the form DD Payable to
Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit.

Envelope enmarked "B" - Technical Bid papers

Envelope enmarked "C" - Financial Bid

All three envelopes should be kept in one bigger Envelope- "D" superscribed " Tender for_Electronic Milk Adulteration Tester with Analyzer.

- 4.4** The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, & GST No. Any change in the address should immediately be communicated to the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, and correspondence thereafter will be made at the changed address.

- 4.5** Negligence on the part of tenderer in filling the tender form offers him/her no right to withdraw tender after it has been opened.

- 4.6** The acceptance of the tender and award of the purchase order will be the sole right of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,. who does not bind him self to accept a tender in whole or in part or reject any or all the tenders received without assigning any reasons and no explanation can be demanded for the cause of rejection of the tender by any tenderer.

- 4.7 The tenderers should send their offers along with the specifications, necessary drawing (if required) which will form the basis of their offer and is an integral part thereof.
- 4.8 The tenderers should submit the tender in the enclosed rate **form -B only in schedule-III** The conditional tenders are liable to be rejected.
- 4.9 No person or firm is permitted to submit more than one tender under different names.
- 4.10 Each page of the tender and its enclosure should be signed at the bottom by the tenderer.
- 4.11 The tenderer shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract.
- 4.12 Demonstration of equipment, machine or article available with the firm shall be arranged by the tenderer at his own cost, whenever requested by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,
- 4.13 Manufacturers will be given preference. Copy of license is to be attached with tender for each item filled in, wholesalers dealing with the item will have to attach copy of authorization certificate of the manufacturer.
- 4.14 Tenderer shall fill all the details of the unit in the enclosed **form- A in schedule-III.**

5.0 Those tenderer offering rates shall submit the details for its features.

6.0 Tender Fees:-

Cost of tender form will be Rs.3000/- is required to be paid by Demand Draft in favor of **CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT** payable at Raipur separately

7.0 EARNEST MONEY DEPOSIT

- 7.1 All the tenderers are required to deposit Earnest Money as per tender details (Page No-02), in the form of demand draft/bankers ch. in favour of **Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit**, payable at Raipur. Submissions of earnest money by any other mode shall not be acceptable and the related tender shall not be eligible for consideration.
- Any tender which is not accompanied by Earnest Money deposit are liable to be rejected.
- Earnest money deposit of unsuccessful tenderers will be returned within 30 days from the date of opening of the tender. The earnest money deposit of the successful tenderers will be released on completion of supply/work as the case may be within the stipulated period.
- 7.2 No interest will be paid on the earnest money for the period during which (the EMD) lies in deposit with Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,
- 7.3 Demand Draft towards earnest money.
should be submitted enclosed along with the tender offer in sealed cover.

8.0 PRICES

- 8.1 Rate should be quoted for the supply, installation and commissioning of 2000 liter capacity Bulk Milk Cooler as per the specifications given **in the schedule II** of the tender document.
- 8.2 In case of any doubt as to the meaning of any of the terms & conditions or the specifications, the tendering firm may set forth the particulars thereof and submit them to the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg., in writing that such doubts may be removed before submitting the tender.
- 8.3 The rates be quoted in figures and preferably no cuttings/overwriting in rates should be there in tender.
- 8.4 Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of 90 days from the date of approval of rates.

9.0 **The tenderer should quote rate on FOR – Destination as mentioned on Work Order)basis (Including all expenses- Freight/ Loading/Unloading at site etc). List of 16 Centres where 2000 LITER CAPACITY BULK MILK COOLER will be installed provided along with Work Order.**

9.1 The tender should clearly specify whether rates quoted are inclusive **or** exclusive of **GST**.

9.2 The prices charged for the material supplied under the contract by the supplier firm, in no event shall exceed the lowest price at which the supplier firm sells the material of identical tender description to any other persons/ firms during the period and until the execution of all supply orders placed during contract period.

9.3 Corrections, if any, in the tender should be noted over and signed at the places of each correction made.

10.0 MODE OF DESPATCH

10.1 The material to be supplied by successful firm, shall be dispatched to the dairy under prior intimation. Depending upon the type of material, the supplier shall have to carry out proper packing/crating to avoid damage during transit. Payment will not be made for damaged goods.

10.2 Warferage/Demurrage etc. on account of incorrect or delayed dispatch of material/documents shall be the responsibility of supplier and shall be recovered from the bills.

11.0 LIQUIDATED DAMAGES;

11.1 Once firm delivery date(s) are fixed, they shall be strictly adhered to. In case they are not followed, Chhattisgarh Rajya Sahakari Dugdhd Mahasangh Maryadit, Urla, Durg, reserves the right either to cancel the order and make alternative purchases at the risk and expenses of the defaulting supplier or to charge liquidated damages from him/her at the rate of 2% of the value of goods not so delivered for each month's delay or part thereof. In case of delay the penalties would be deducted as under:

| <u>Duration of delay(For supply and installation)</u> | <u>Penalty</u> |
|---|--|
| Upto 90 days | NIL |
| Between 91 to 120 days | 05% of the total cost of Purchase Order. |
| Beyond 120 days | 10% of the total cost of Purchase Order. |

11.2 If the tenderer fails to make supply as per purchase order without any valid reason, the order would be treated as cancelled and the firm may be blacklisted for future dealings and EMD also would be forfeited.

12.0 INSURANCE

Insurance is to be arranged by the tenderer.

12.0 INSPECTION

13.1 All the materials supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the report of our authorized official in this respect shall be FINAL and no correspondence on the subject would be entertained. The rejected goods should be removed from our premises by the tenderer within 15 days after receipt of our inspection report, failing which the same shall be returned to the supplier at his risk and expenses or disposed off in auction and the proceeds, if any, less expenses would be credited to tenderer's account.

14.0 **Bidding Process**

14.1 The EMD, technical (Bidder Qualification) & financial bids are to be submitted in three separate sealed envelopes namely A, B, & C.

14.2 The three envelopes than have to be put inside a bigger sealed envelope D, super scribing “Envelop D bid for supply, installation and commissioning of 2000 liter capacity Bulk Milk Cooler with tender ref no CGCDF/PUR/NPDD-III/2747, Date: -07.12.2021 & category,..... before-11.01.2022(up to 02.00PM).

These envelops will contain the document on follows.

- **Envelop (A) - EMD & Tender Fee**

- a. EMD as per tender details (Page No-02) in the form of D.D. in favor of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, payable at Raipur.
- b. Tender cost Rs.3000/- In the from & D.D. in favor of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, payable at Raipur.
- c. This envelope ‘A’ will be super-scribed as “Envelop ‘A’ EMD & Tender Fee for **Supply and Installation of(Name of the Item)** also indicate the total no. of pages inside the envelop.

- **Envelop ‘B’ Technical bids(Bidder Qualification)**

This envelop must contain the following –

- a. A filled up sheet of as per cheque and self attested copies of all the document as per point no-2.0.
- b. This envelope “B” will be super scribed as envelop ‘B’ technical bid for **Supply and Installation of(Name of the item)** and the total number of pages inside this envelop shall also be indicated.

- **Envelop ‘C’ financial bid**

- a. The rate quoted in the prescribed format form ‘B’.
- b. The envelop ‘C’ will be super scriber as “Envelop” ‘C’ financial bid for **Supply and Installation of(Name of the item).**
- c. This should also indicate the total no. of pages inside the envelop .

15.0 **Bid opening form**

- The bid will be opened on 11.01.2022 at 03.00PM
- The envelope ‘A’ will be opened first & and if required EMD is found correct, -envelope ‘B’ technical bid will be opened
- The bidders who fulfill all the technical criteria & technical specification of the machine as required for technical bid will be eligible for opening their financial bid
- The representative of the bidders may also be present at the time of bid opening process, however bid opening process shall not be stopped/halted/postpone in their absence

16.0 **Agreement**

- The successful bidder will have sing an agreement.
- Integrity pact- the tenderer should sign the enclosed Integrity Pact with the tender document.

17.0 **PAYMENTS**

- 17.1 - 60% payment shall be released complete supply installation and commissioning of BMC
- 30% payment shall be released after 06 months from the date of supply installation and commissioning of BMC.
 - 10% payment will be released after 01 Year from the date of supply installation and commissioning of BMC

18.0 Warranty:- All the Supplied items shall be warranted as per specification given in the schedule –II or as per provided by OEM.

19.0 TERMINATION OF CONTRACT

If any act of commission or omission of a unit under contract brings Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, to dispute, then Managing Director , Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, shall be competent to cancel the agreement and debar/blacklist the unit from further business.

20.0 CONSEQUENCES OF BREACH OF AGREEMENT

If any firm under the contract commits breach of any of the conditions, the Managing Director , Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, to cancel the contract and to purchase material from any other alternate sources on the risk and cost of the defaulting unit.

21.0 DISPUTE ARBITRATION & FINAL AUTHORITY

21.1 It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, -490025 (CG), in this respect will be final and binding on the successful tenderer.

21.2 For all matters of dispute, the decision of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, or a nominee appointed by him under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.

21.3 For all disputes, the venue for legal court shall be at Raipur.

21.4 **No correspondence will be entertained regarding tender after submission of tender document.**

Sd/-

Managing Director

*Chhattisgarh Rajya Sahakari Dugdh
Mahasangh Maryadit, Urla, Durg,*

Signature of tenderer

Introduction

Objective of CGCGF is to collect milk from rural Dairy farmers located remotely at appropriate rates and provide good quality milk to the consumers at reasonable rates. Currently CGCDF procures about 82000 litres per day from around 900 Societies that is chilled in 70 chilling centres functioning across 27 districts. Approx 20-30 milk producers per society are contributing to the overall procurement volume. Currently all data are recorded manually which are prone to errors and considering the remoteness of the societies the data is not received on real time.

CGCDF vision and mission is to bring about growth and rejuvenation in Dairy industry, increase the Dairy productivity and so rural employment, increase the income of dairy farmers, bring sustainability in dairy industry, create adequate marketing infrastructure for providing quality milk to the consumers. Achieving this is not possible without adoption of innovative technology as can be inferred below

1. Interested eligible Bidders may obtain further information from the office of CGCDF
2. The bid shall be submitted in three cover system consisting price bid. The price bid of those who qualify in the technical bid only will be opened.
3. Detailed terms and conditions, scope of work etc shall be as indicated in this bidding document.

TECHNICAL SPECIFICATIONS OF BULK MILK COOLER (2000 KL)

Bulk Milk Cooler:

1. General Description and Scope of Work:

1.1. The design, supply, installation and commissioning of bulk milk cooler (BMC) including all accessories and optional components etc are included in the scope of work and is to be executed on turnkey basis. The operating conditions in villages are hot, humid, dusty and with fluctuating voltages of 130 to 300 V for single phase and 300 to 500 V for 3 phase.

1.2. The BMC shall be a complete unit with the refrigeration system, agitator, lockable inlet & outlet valve & union. Also included are supply of SS piping & milk hose 10 M long of food grade quality , unions and milk transfer pump, erection materials, pipe supports, floor plates, pipe clamps. The scope includes electrical & control panels and interconnecting cables, cable conduits, earth pit pipes with remove-able cover & earthing chambers as required by local electrical regulation.

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

1.4. The bidder’s scope starts from can tipping bar/balance tank/milk pump & SS piping to inlet of the BMC for receiving the milk (as the case may be for a specific site). From BMC, the milk shall be transferred to Road Milk Tanker (RMT) through SS Piping & food grade quality flexible hose of adequate length and milk pump installed at milk collection centre near BMC.

1.5. The supplier shall quote the reputed make of all bought out components included in the bid, which shall be approved by the Purchaser before finalization of the contract.

1.6. The price for the optional items wherever specified in the enquiry shall be quoted.

1.7. The total job is on turnkey basis and includes supply, installation, testing, commissioning, training of the field personnel and providing Annual Maintenance Services for a period of 2 years.

| 2.0 | Bulk Milk Cooler Tank: | |
|-------|---|---|
| S.No. | Particulars | Technical Specifications |
| 2.1 | Standard applicable and cooling time required at 48 Deg. C ambient conditions | ISO 5708 Type 2 II (latest version) for 2 milk collections : a) Cooling 50% of first milk collection of its rated capacity in 3 hrs from 35 Deg C to 4 Deg C b) Cooling of 100 % of milk volume after 50% of milk is added from second milk collection (average temp 10 Deg C to 4 Deg C) in 1 hr 30 minutes |
| 2.2 | Rated Capacity – Litres | 2000L for 2 milk collection |
| 2.3 | Gross Capacity - Litres | +10% of Rated Capacity- Litres (must be 10% more than rated capacity) |
| 2.4 | Material of Construction | AISI 304 (refer 2.8 & 2.9 below) |
| 2.5 | Type | <ul style="list-style-type: none"> Open/ Close type for and 2 KL capacity |
| 2.6 | Tank evaporator | <ul style="list-style-type: none"> The tank evaporator plate should have adequate surface area ensuring that the milk is cooled in the local ambient conditions of 48 Deg. C and in the time periods as specified above. Laser welded with Operating pressure of 30 bars and crash test pressure of 60 bars. In case of rectangular/circular type bulk milk cooler, the evaporator shall be fixed at the bottom plate of the inner tank. For 2000,litre tanks the total evaporative area shall be divided and separated into two sections. Each section shall have separate suction & discharge ports connecting to each compressor. |
| 2.7 | Tank orientation | <ul style="list-style-type: none"> The preferred shape of the tank in open type BMCU, shall be <ul style="list-style-type: none"> • circular/horizontal rectangular with an openable & lockable top cover up to 2 KL capacity. For 2KL BMCU tank shall be completely closed type in cylindrical/elliptical orientation with circular/elliptical dish ends and manhole of size 450 mm minimum on top with lockable cover. The shape of the BMC tank shall conform to international sanitary design. |

| | | |
|------|--|---|
| 2.8 | Evaporator plate thicknesses | <ul style="list-style-type: none"> For 2kL BMCUs - 2 mm Bottom and 0.8 mm Top |
| 2.9 | Thickness of Inner and Outer shell of tank | <ul style="list-style-type: none"> Thickness of Inner and Outer Shell of Tank Close Type (2KL) both inner & outer : 1.6 mm |
| 2.10 | Agitators | 1 OR 2 / Standard/ ISO 5708 Type 2 II (latest version) compliance ensuring even distribution of the milk fat when milk is agitated |
| 2.11 | Ball Feet | AISI 304 adjustable ball feet tamper proof and lockable with 50mm height adjustment. (Preferred 4 nos. for BMC up to 2 kL |
| 2.12 | Tank Fittings & Accessories | OPEN TYPE BMC (2 KL) <ul style="list-style-type: none"> Milk inlet opening with SS 304 lockable cover. Open type tank with gravity feeding system shall be provided with one AISI 304 funnel with SS fine wire mesh. All SS fittings shall be of SMS standard. Top cover lifting handle, outlet valve and blank union. Locking arrangement to be provided for top cover & Outlet valve. |
| 2.13 | Type of Insulation | Injected, CFC Free PUF 40 kg / Cu. m. |
| 2.14 | Thickness of insulation | 40 kg/Cu. m density, 50 mm (min.) in the walls & 90 mm below the evaporator to allow 1 Deg. C temperature rise at given ambient conditions in 4 hours after milk is brought to 4 Deg. C. and when the BMC is not operating |
| 2.15 | Efficiency of Insulation | 0.019 W-m/k |
| 2.16 | Facility to measure milk volume | 1 no. Dip Stick of AISI 304 3mm thick on wall of tank. Calibration accuracy- 0.5%. Laminated & Framed calibration chart. Hooks to be provided on both the sides of the open type tank. |
| 2.17 | Product contact surface | 2 B Finish |
| 2.18 | Weld surface finish | min. 150 Grit, all joints minimum 25mm radius curvature |
| 2.19 | Tank cleaning Brushes | <ul style="list-style-type: none"> 1 tank cleaning brush and one 1500 mm long pipe cleaning brush. 4 No. SS pipe hooks to be provided for 02kl BMC. |
| 2.20 | CIP Facility | <ul style="list-style-type: none"> Manual CIP Cleaning by brush for open/close type tanks For open tank all piping circuit including hose and tank will be cleaned by circulation of cleaning solution from balance tank & back to balance tank. Option for closed type tanks, Organisation would require to select the facilities of Auto CIP (cleaning in place). It shall be provided which includes Electronic Control Unit, CIP spray balls & SS Piping from balance tank through milk pump to BMC and back to balance tank and other necessary accessories required. |
| 2.21 | Top cover opening limit switch | Required for open type 2 kL BMC |
| 2.22 | Milk Tank Controls Panel | Required |
| .1 | Wall or Tank mounted | To be specified by bidder |
| .2 | MOC of Panel & thickness | AISI 304 / 1.6mm |
| .3 | Temperature Display | LCD- 0 to 100 Deg. C with one decimal accuracy |
| .4 | Cooling & agitation controls | Required – controls for management of cooling control and agitation, provision for cut-off/ restart, intermittent operation of agitator, auto & manual facility |
| .5 | Battery back-up | Required |
| .6 | RS 232 port for Temperature sensor | RS232 connectivity or equivalent compatible facility for temperature data transfer shall be provided |
| 2.23 | Refrigeration Controls Panel | Required |
| .1 | Wall mounted | Wall mounted |
| .2 | MOC of Panel & Thickness | AISI 304 / 1.6mm |
| .3 | Rating of Contactors | Standard to meet functional requirements of the Refrigeration Control Panel |
| .4 | UV/OV trip facility | Required |
| .5 | Neutral Protection unit | Required |
| .6 | Timer On-Delay | Required |
| .7 | Auto/manual Mode (Selector Switch) | Required |

| | | |
|-------|---|---|
| 2.24 | Servo Voltage Stabilizer | Required for stabilizing the power supply to BMC from grid or DG set |
| .1 | Voltage range | <ul style="list-style-type: none"> • 130 to 300 V for single phase and • 300 to 500 for 3 phase BMC |
| .2 | Rating | <ul style="list-style-type: none"> • 15Kva-1 or 3 Phase for 2kl BMC |
| .3 | MOC, thickness & type of structure | MS Powder coated, 1.6 mm. & pipe structure |
| .4 | Accessories for 1 phase stabilizer | 63A MCCB for incoming, 63A phase selector, change-over and bypass switch, LED lamps, Servo controlled correction transformer, Digital V,I,F indicator for input & output, 63A terminal blocks, OV/UV trip with delay time, single phase preventer, static type energy meter with 10-60A capacity. Brass metal glands, MCB's (DP 63A - 2 nos., DP 32A -1 no, DP 16A-1 no), Metallic pump socket, Servo Motor. |
| .5 | Accessories for 3 phase stabilizer | 40A MCCB for incoming, 40A phase selector, change-over and bypass switch, LED lamps, Servo controlled correction transformer, Digital V,I,F indicator for input & output, 63A terminal blocks, OV/UV trip with delay time, single phase preventer, static type energy meter with 10-60A capacity. Brass metal glands, MCB's (TPN 40A - 2 nos., TPN 32A -1 no, TPN 16A-1 no), Metallic pump socket, Servo Motor. |
| .6 | Operating features | Cable entry from top, response time-5 milliseconds, should withstand 150% load on surge duty, capacity of terminals should be 150% of rated current, Dimmer with CRGO core, separate Auto/manual facility, plug in type control card for each phase, correction speed 105v/s, Efficiency-99.5% |
| S.No. | Particulars | Technical Specifications |
| 2.25 | Domestic Power Distribution Board | Required |
| .1 | Operating features | It would get single phase power from grid supply directly as well as stabilized power from main control panel and feed power for lighting, electric geyser/solar water heating system, testing equipment ,computer and printer |
| .2 | Accessories for 1/2/3/5kl BMC domestic power distribution board | MS Powder coated 1.6mm enclosure, 32 DP Change over switch, 32 A DP MCB as incoming, 3 nos. 10 A MCB SP for lighting, 3 nos. 20 A MCB SP for geyser/Solar water heater, AMCU etc. |
| 2.26 | Domestic Main Distribution Board | Required |
| .1 | Operating features (only for all supplies to UP & Haryana) | Main Panel with stabilizer (item 24) is not to be supplied as BMC Refrigeration unit & milk pump is not to be operated with grid power. Instead of this, wall mounted one Main Distribution Board (MCB TYPE) to receive power from D G set & supply power to refrigeration panel, milk pump, and to a Lighting sub DB (MCB TYPE) to be supplied |
| .2 | Accessories for 2kl BMC | MS Powder coated 1.6mm enclosure, 40 A TPN MCB for incoming, 32 A TPN MCB for feeding refrigeration panel, 20 A TPN MCB for feeding starter of milk pump, 32 A DP MCB for feeding Domestic power DB, 20 A TPN MCB as spare |
| 2.27 | Earthing | As per IS: 3043 - 1987 (reaffirmed 2001) - "Code of practice for earthing". Pipe type earthing with funnel at top - 4 nos. to be provided with distance between each pit as per local statutory requirement. Suitable G I Strip (minimum 25x3 mm) to be used for connecting earth pit with nearest equipment earthing point. From this point earthing to other points can be looped by suitable GI Strip or PVC insulated copper conductor cable of green color (size minimum 1x 4 Sq. mm). The scope of work includes excavation for the earth pit, construction of suitable chamber, filling with necessary materials (e.g. charcoal & salt) and complete with cover. Supplier will test and demonstrate the resistance as per local EB requirement and furnish record as required. |

| 3.0 Refrigeration Unit | | |
|--|---|--|
| Sl.No. | Description | Specification Requirement |
| 3.1 | Standard adopted for conditions of 48 Deg. C ambient conditions | ARI Standard 520-2004 applicable for refrigeration units operating at higher ambient temperature conditions. To facilitate for milk collection of BMCs operating as per ISO 5708 Type 2 II standard. |
| 3.2 | Design Parameters | 0 Dec. C evaporation and applicable discharge temperature at minimum 60 Deg. C condensing temperature |
| 3.3 | Type | Direct Expansion |
| 3.4 | Type of Refrigerant | Freon R22/R407 C or CFC free refrigerant |
| 3.5 | Cooling Capacity of each Compressor | <ul style="list-style-type: none"> Adequate capacity to ensure milk cooling time periods specified and ambient conditions of 48 Deg. C mentioned above. Compressor selected should be compatible for multiple refrigerants including future refrigerant R 407 C |
| 3.6 | Number of Compressor | <ul style="list-style-type: none"> Two |
| 3.7 | Type of Compressor | Hermetically sealed Reciprocating/Scroll energy efficient |
| 3.8 | Type of Condenser | Air Cooled. Condensing temperature should not be less than 60 Deg C. |
| 3.9 | Condenser surface area | Design and provide substantially adequate condensing area to meet functional requirements of the refrigeration unit in very hot conditions specified above. |
| 3.10 | Receiver volume | Receiver Volume: 4 Ltrs. minimum in each CU for 02 KL BMCUs |
| 3.11 | Condenser Fan | With internal thermal protection device, Enclosure shall be of metal (plastic body is not permitted) |
| 3.12 | Pump down system | Required |
| 3.13 | Protective Grill | To provide removable wire mesh screen in front of condenser fins |
| 3.14 | Expansion Valve | Thermostatic expansion valve with MOP (minimum operating pressure) |
| 3.15 | Drier, solenoid valve, Sight Glass, Fan and receiver | Required for safe and efficient operation of the unit |
| 3.16 | Accessories | <ul style="list-style-type: none"> Isolation valves at suction & discharge sides of the compressors, All pipes, valves, fittings & controls shall comply with the latest relevant National or International code applicable, Copper piping between BMC and condensing unit shall be supported/routed by cable tray and cable tray supports. Condensing unit should be placed on platform |
| 4.0 Milk Pump Feeding System for accessories | | |
| S. No | Description | Specification Requirement |
| 4.1 | Balance Tank with SS strainer | The tank and strainer to be fabricated out of 1.6 mm SS304 sheet General arrangement Drawings shall be approved. |
| 4.2 | Balance Tank Capacity | Minimum 220 L |
| 4.3 | Tank accessories | <ul style="list-style-type: none"> Outlet with 38 mm butterfly valve with expandable union and adjustable ball feet (Min. 50mm vertical), SS removable cover with handles, SS strainer made from 1.6 mm thick SS plate with perforated plate having 2 mm dia. holes (removable type), Outlet to end in cup type for easy draining of milk and CIP solution. |
| 4.4 | SS 304 Milk Pump | Centrifugal in SS construction |
| 4.5 | Flow Rate | 5000 LPH for 2kL BMC |
| 4.6 | Head in mwc | 10m |
| 4.7 | Pump inlet/outlet | 38/38mm with SMS unions for 2kL, |
| 4.8 | Pump Accessories | <ul style="list-style-type: none"> Adjustable ball feet (min. 50mm), One spare mechanical seal to be provided. Motor having 'E'/F class insulation and having IP 55 protection. Pump shall have SS shroud. DOL starter for operation |
| 4.9 | Food grade tanker loading/unloading hose pipe | <ul style="list-style-type: none"> 10 meters length and Size 38 mm with SS cap , chain and union |

| 5.0 Water Handling System for BMC | | |
|-----------------------------------|--|--|
| S.No. | Description | Specification Requirement |
| 5.1 | Water Pump with foot valve | Mono block for filling the OH tank. |
| 5.2 | Capacity | 0.5 HP, 10 mwc |
| 5.3 | Waterline schematic indicating valves/fittings etc | The OH tank to supply water to BMC for cleaning and washing. Also, the water shall be supplied to ETC Solar water heater mounted on roof of building. Sketch to be provided |
| 5.4 | HDPE water tank 1000L | The tank shall conform to ISI :12701/96 rotational molded polyethylene (HDPE) heavy duty, hygienic construction, closed type with manhole for cleaning & maintenance |
| 5.5 | Tank mounting arrangement for water tank | Sturdy structure of MS angle of size 35x35x5 mm duly pre-treated and hot dip galvanized after fabrication or tubular structure with powder coating could be provided. The mounted tank should have approach ladder etc. Place the tank at convenient height to gravity feed the water to BMCU for cleaning etc. |
| 5.6 | System Interconnecting Piping | Piping for cold water should be of CPVC ISI marked. Piping is required between cold water tank outlet to solar water heater unit and other point in BMC area. |
| 6.0 DG Set | | |
| S.No. | Description | Specification Requirement |
| 6.1 | General operating and design conditions | The DG set shall be of capacity:15KVA single/three phase air water cooled The DG set should be heavy duty design , industrial type, rated for continuous operation for the refrigeration system, milk tank agitator & milk dispatch pump, hot water geyser (approx. 2,0 kW), AMCU, Lightings, Ceiling fan. The diesel engine and alternator should be mounted on specially designed combination base plate and MS structure of extremely rigid fabrication. The base frame should be suitable for mounting the set on AVM pads over the foundation. (*Purchaser to specify the cooling arrangement required for DG Set) |
| 6.2 | Confirmation to regulatory norms for environment and Approval from Local authorities | <ul style="list-style-type: none"> • DG set should carry a valid approval certificate issued as per CPCB norms complying with the provision of the Environment (Protection) second Amendment Rules 2002, vide notification no G. S. R. 371 (E), dated 17th May 2002& amended by GSR 448 (E) dt.12/07/2004. • Also compliant with new CPCB II norms applicable from April 1, 2014. • The exhaust pipe with exhaust muffler with insertion loss of minimum 25 dB (A) is connected to the exhaust manifold preferably with flexible bellows. • In case the DG Set is located within the BMC building, the exhaust pipe with insulation & cladding of adequate length be provided extending the original pipe over the roof of the building to avoid pollution in and around the location. • Supplier to obtain the approval of Local authorities in case it is required by the rules. |
| 6.3 | Diesel Engine | <ul style="list-style-type: none"> • The diesel engine should be suitable for Power Generation application type air or water cooled and capable of developing required BHP when running at 1500 rpm under NTP conditions. • The engine should be built to IS 10000/ISO 3046/BS 5514/649 and rated for continuous running of 24 hours with an overload capacity of 10 % for a period not exceeding 1 hour in any 12 hours running. Diesel engine up to 20 kW should have valid BIS license and certificate clearly mentioning use for 'General purpose application as per IS 10001 norms. • Engine ratings should be for operation at full load condition and should be suitable to take 100% block load. • Self-starting arrangement with 12V suitable rated heavy-duty Lead Acid accumulator type battery with Solid-state battery charging arrangement and cables. • Standard set of tools. First fill of Lubricating oil, First fill of coolant, Lubricating oil pressure & temp. gauge, • Standard set of tools. First fill of Lubricating oil, First fill of coolant, Lubricating oil pressure & temp. gauge, • Control panel for engine with engine safety temperature, V-belt failure, low lub oil pressure, low water level in radiator auxiliary failure, air cleaner choke indicator. • Steel Diesel Storage barrel of 200 lit capacity with manual pump |

| | | |
|--------------|--|---|
| 6.4 | Engine Instrument Panel (Mechanical and/or electronic gauges) | Consist of Ignition key, Starting push button, Lubricating oil pressure gauge, Temperature gauge for cooling water, Temperature gauge for lubricating oil, RPM meter (Analog type), Battery charging ammeter |
| 6.5 | Alternator | The engine should be closely / flexible coupled to suitable self excited, self regulated (through an AVR) alternator developing required kVA at 0.8 power factor, 1 phase/3 phase, 50 cycle/sec, 230 volts AC power supply under NTP conditions when running at 1500 RPM. The alternator should be brushless type, screen protected and fitted with end shield and ball roller bearings. The alternator shall have 'H' class of insulation. It shall conform to IS13364 (Part 1) 1992 up to 20 kVA, IS 13364 (part II) 1992 or IS 4722 of 1992 above 20 kVA |
| 6.6 | Control Panel | The diesel generating set to have suitable control panel duly prewired with the following instruments: One ammeter with selector switch, One energy meter with selector switch, Hour meter, One suitable capacity MCCB with overload and short circuit protection to disconnect power supply in case load of generating set increases beyond permitted limits. The rupturing capacity of the MCCB should not be less than 25 kA. One set of indicating lamps and control fuses. |
| 7.0 | Installation, commissioning, trial runs and putting the BMCU in operation on milk | |
| S.No. | Partoculars | Works required to be carried out |
| 7.1 | Installation of BMCU and supporting accessories. | <ul style="list-style-type: none"> The installation work should be carried in the best workman like manner in conformity to the relevant codes of practices of BIS standards applicable for mechanical & electrical installation. Installation of all equipment & interconnecting piping, including minor civil works such as earthing pit & chamber, providing stainless steel pipe supports, SS base plates, clamps, valves, unions etc. required to secure the equipment & piping to walls and floors is to be provided. Supply, laying, connecting, terminating all necessary electrical and control cables through the cable trays, GI pipes/conduits, cable gland sockets at ends, isolators, junction boxes etc are included in the scope of the work. Cable trays and supporting steel members such as Galvanized angles /channel / flats shall be used and fixed/installed at appropriate places to ensure safe installation. The laying of cables on the floor or under the floor is not permitted except for milk pump. |
| 7.2 | Interconnecting piping for the entire plant | <ul style="list-style-type: none"> SS 304 piping 38 mm dia., 1.6 mm thick Provide and install extended pipe for connecting milk hose for milk tanker loading – unloading |
| 7.3 | Cables & Electrical | <ul style="list-style-type: none"> Cable between D G Set and main panel shall be steel armored. For all electrical cables, suitable water tight cable glands and lugs should be used at ends. Specification for PVC insulated cables (for voltage up to 1100V): Part 1 with copper conductor (revised). Flexible electrical connections shall be made only to items normally movable in service. Such flexible shall be PVC insulated copper conductor cable not less than 24/0.20 mm in size (see IS 694 (Part1-1964*) and earth continuity conductors of PVC insulated copper conductor shall be provided. |
| 7.4 | Tool box with required tools | <ul style="list-style-type: none"> A standard tool box of GI sheet with necessary tools for normal maintenance. It should include Electric Tester, Screw Driver Set, Allen Key 3mm & 6mm, Pipe Wrench 12" Long, Screw Spanner 6", Fix spanner Set 6-27, Gasket for SS Unions/valves- 3 sets and extra mechanical seal for pump. |
| 7.5 | Operation manuals | 2 sets i.e. one in local language and one in English |
| 7.6 | P&I Drawing for the complete system offered | Drawing to be provided |
| 7.7 | Commissioning | Supplier shall arrange commissioning & performance trial runs of the bulk milk cooling system ensuring that BMC meets all performance parameters. The supplier shall supply all the consumables except diesel for D G Set required during commissioning of the plant. Diesel for commissioning of D G Set shall be provided by purchaser. In case of unavailability of Milk, Supplier has to take trial on Water. |
| 7.8 | Training | Supplier shall arrange for training of the operating team of DCS for efficient operation and maintenance of the complete system for 3 days. |
| 7.9 | Warranty | All equipment (including bought out items) supplied & installed by the contractor shall have a comprehensive warranty of 18 Month from date of commissioning. |
| 7.10 | AM services for 2 years and placement of service Engineer | <ul style="list-style-type: none"> Obligation of BMC Package supplier for providing After Sales Service/ Warranty claims for the bought out components supplied with BMC package. One resident service engineer to be posted for 50 BMC is to be posted by the supplier for effective and timely after sales service. |

| S.No. | Particulars | Works required to be carried out |
|-------|---|---|
| 7.11 | Inspection | <ul style="list-style-type: none"> Client reserves right to inspect all the components of the bulk milk cooling system during fabrication/ manufacturing stage, finished stage before dispatch of the equipments. The milk cooling tank shall be checked with dye penetration test for welding defect, surface roughness check, water tightness test / hydraulic test. |
| 7.12 | Fire Extinguisher | Supply and install one no ,A B C Stored Pressure type fire extinguisher of capacity 1 kg with each: 2kL BMC |
| 7.13 | Logo | Logo.....Provide on the longer side of the BMC facing milk pourers and visitors. The size of the new logo should be -9 inch X 3.98 inch for all capacity BMCUs. To be fixed at site during installation. |
| 7.14 | Hot water Generation unit Electric Geyser (cap. - 50 ltrs), 1 phase, 2 kW | It should be supplied with a standard M S Box having 25 A SP MCB & 25 A metallic socket and plug. 3/4 inch CU/SS/CPVC Water piping to geyser from incoming control valve and from geyser to outlet control valve are included in supplier's scope. One length of 10 meter PVC hose pipe of ¾ inch size with 2 no. clamps loose shall be supplied for water washing purpose. One spare heating element to be supplied along with the geyser. |

SCHEDULE-III-FORM-A

(to be filled in and submitted along with the offer by the tenderer)

I/We hereby furnish particulars of our firm as under :

- 1 Name of the firm M/s.
- 2 Address of the firm Office.....
Factory.....
- 3 Telephone no/ Mobile No. Office..... Factory
- 4 Name of proprietor/ partner
Contact no. (mobile)
- 5 Registration No. & date,
Certificate issuing authority.
- 6 GST No. with India Govt. certificate photocopy
- 7 Manufacturing facility with available Plant & machinery
- 8 Customers on current list
i.....
ii.....
iii.....
iv.....
- 9 Are you supplying same material to any other cooperative dairies (if yes, give clientele list)
- 10 If you propose to diversify to technological advancement, if so what is the nature and expected time
- 11 Whether the firm was black-listed/debarred or penalized by any Central or State govt. Organization at any time. **/Yes/No/**
- 12 If the reply is ' Yes', when & why? Give reasons in detail

I/We undertake that the information furnished in this tender document is correct to the best of my/our knowledge and belief.

Date:

Place :

Seal &Signature of the authorized signatory of the firm

SCHEDULE-III-FORM-B-I

(to be filled in and submitted by the tenderer)
(Form for tender rate offer)

To,
The Managing Director
Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit,
Urla, Durg.- 490025 (CG)

Dear Sir,

With reference to your tender ref. no..... for.....(item) , we are pleased to offer our rates as under :

| SN | Name of The Work | QTY | HSN Code | Unit Rate | GST % | GST Amt. | Total Amt. |
|----------------------|--|-----------------|----------|-----------|-------|----------|------------|
| 1 | Supply and installation of 2000 LITER CAPACITY BULK MILK COOLER -as per Technical Specification given in the schedule - II | 16 Set Complete | | | | | |
| TOTAL(In Rs.) | | | | | | | |

EMD vide DD/MR No.....Dt..... Rs. enclosed.

Notes :- 1 For more items, a separate sheet in the same format may be enclosed.

2 The tenderer should quote rates FOR Destination only-as per work order

3 All corrections should be initialed.

Place :

Signature of the authorized signatory
with seal of the firm

Date :

PRE CONTRACT INTEGRITY PACT

1. GENERAL

This pre-bid contract Agreement (herein after called the integrity pact) is made on..... day of the month20....., between, the Government of Chhattisgarh acting through the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit (Designation of the officer, Department) government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First party, proposes to procure Steam Flammable Coal Grade B Size 50 mm and above (Approx) without dust (name of Work) and M/s represented by Shri (here in after called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the second party, is willing to offer/has offered.

WHEREAS the BIDDER is a Private Company/Public Company/Government/undertaking/partnership/Registered Export Agency, Constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired Store/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing of indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF THE BIDDER

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract of forbearing. To do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through Bank Draft in favour of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit.

The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture if Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate While in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- (iii) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term close relative for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer any in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8 FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER , if the contract has already been concluded.

9. INDEPENDENT MONITORS

The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction of 2000 liter capacity Bulk Milk Cooler in situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this integrity Pact at on

BUYER

BIDDER

Name of the Officer

Name of the Bidder

Designation

Department/PSU

Witness

Witness

- 1)
-
- 2)

- 1).....
-
- 2)

