

TENDER DOCUMENT

**“LEVELLING OF AGRICULTURE LAND
AT CCBF ANDESHNAGAR, LAKHIMPUR,
UP”**

**“ALAMADHI SEMEN STATION”,
Edapalayam PO, Red Hills, ALAMADHI,
Chennai -600052**

IFB Ref. No.:- NDS/ALM/CCBFAN/LAND/24-25/JULY/01

Issued By:
Alamadhi Semen Station, Alamadhi

POINTS BIDDERS SHOULD BEAR IN MIND

- 1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- 2) BIDS SUBMITTED WITHOUT SUBMISSION OF ORIGINAL BID SECURITY (EARNEST MONEY DEPOSIT), SHALL BE SUMMARILY REJECTED.
- 3) NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- 4) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 5) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 6) SPECIFICATIONS, CONDITIONS, SCHEDULE AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- 7) THE BID, ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE, SHOULD BE IN ENGLISH ONLY.
- 8) ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATIONS IN THIS BIDDINGDOCUMENT UNDER TROPICAL CONDITIONS.
- 9) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 10) ALAMADHI SEMEN STATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

CHECK LIST

- | | | |
|----|---|--------|
| 1) | Have you submitted the original Bid Security to office of Alamadhi Semen Station on the date & time mentioned in the bid document? | Yes/No |
| 2) | Have you quoted Bid prices in terms of clause 11.2 of instructions to bidders (Section-II)? | Yes/No |
| 3) | Have you submitted the Bid Form? (Section VII - It must be in the prescribed format) | Yes/No |
| 4) | Have you submitted the documents completed in all respects, duly signed? | Yes/No |
| 5) | Have you noted the delivery period mentioned in the bid (Section-I)? | Yes/No |
| 6) | Have you kept your offer valid for 120 days? | Yes/No |
| 7) | Have you furnished copies of your PAN, GST Reg. No. etc. | Yes/No |
| 8) | Have you submitted the Statements of Deviations (Preferably Nil) (Section XI Part A&B)? | Yes/No |
| 9) | Have you included prices of all standard accessories in the price? (Technical specifications Section-VI) | Yes/No |

Signature & Seal of the Manufacturer/Bidder

(PLEASE FILL UP THE ABOVE AND SUBMIT THE SAME WITH THE TECHNICAL BID)

ALH

BIDDER

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SECTION - I INVITATION FOR BIDS

**ALAMADHI SEMEN STATION, Edapalayam PO, Red Hills,
Alamadhi, Chennai -600052 (Tamil Nadu)**

Phone No 8853491248

Website: <https://www.alamadhisemenstation.com>

INVITATION FOR BIDS (IFB)

Local Competitive Bidding (LCB)

ALAMADHI Semen Station, ALAMADHI having its Head Office at NDDDB House, Safdarjung Enclave, New-Delhi monitoring the Central Cattle Breeding Farm is known as CCBF Andeshnagar also. This farm is located 12 kms from the Lakhimpur City (150 Kms from Lucknow U.P.) and closer to the state Highway connecting Lakhimpur & Bera Palliya. CCBF Andeshnagar has 463 Ha of land & approximate 350 Buffalos. We invites price bid for supply of following work.

IFB Ref. No.:- NDS/ALM/CCBFAN/LAND/24-25/JULY/01

Description	Estimated Cost/ E.M.D. Amount (In Rs.)	Event Start /Close Date	Last date & time - Submission & opening of Bids	Delivery period
Levelling of Agriculture Land	100 Lakh / 1.0 Lakh	12.07.2024/ 1.08.2024	1.08.2024 , 15:00 / 1.08.2024, 15:30	As per Specified in Clause 4(K)

Mode of Tender: Manual Tendering.

The bidders are required to write us at purchase@nddbdairyservices.com for confirmation of download the tender document our website and submit the same in person or through courier in hard prints forms only at our Address Purchase Department NDDDB Dairy Services, Near Kamal Cinema Safdarjung Enclave New Delhi 110029

For further details or for downloading the bid documents, please visit web site www.alamadhisemenstation.com or **ALAMADHI Semen Station, ALAMADHI- 600052**

Email- purchase@nddbdairyservices.com on any working day.

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INVITATION FOR BID

IFB Ref. No.:- NDS/ALM/CCBFAN/LAND/24-25/JULY/01

1.0 DESCRIPTION OF WORKS: ALAMADHI Semen Station having its Office at ALAMADHI, Tamil Nadu invites bids from eligible bidders for completion of the following works:

LEVELLING OF AGRICULTURE LAND

ADDITIONAL INFORMATION: Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the ALM, at the address given below or visit ALM's web site given below:

ALAMADHI Semen Station,
Edapalayam PO, Red Hills, Alamadhi, Chennai -600052
(Tamil Nadu) Ph: 8853491248
Website: www.alamadhisemenstation.com

2.0 REQUEST FOR BIDDING DOCUMENT:

- (a) Any interested eligible bidder may mail to us purchase@nddbdairyserivces.com and request for downloading of tender from our website www.alamadhisemenstation.com
- (b) It is hereby brought to the notice of all bidders that if any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and Alamadhi shall be free to take suitable action as deemed necessary.

3.0 ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

The bidders must meet the following minimum qualifying criteria:

- a) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, GST, the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund etc.
- b) The Bidder's Financial Turnover in the same name and style in each of the last three financial years ending **31st March (i.e. FY 2021-2022, 2022-23, 2023-24)** shall be not less than **60% of the estimated cost.**
- c) The bidder should have **positive net worth in last two financial years.**

- d) The bidder should have **cash profit in any two financial years out of the last five financial years.**
- e) The Bidder in the same name and style shall have successfully executed /completed contracts
- I) One Contract / Work of similar nature costing not less than 80% of estimated cost of the Container.
- OR
- II) Two Contracts / Works of similar nature each costing not less than 50% of estimated cost of the Container.
- OR
- III) Three Contracts / Works of similar nature each costing not less than 40% of estimated cost of the Container.

Note:

- 1) Estimated cost for eligibility criteria shall be considered as **Rs.150 Lakhs.**
- 2) For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not under gone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for and considered so as to qualify the bidder.

- f) In addition to the above, the following information/documents should also be submitted along with the bid by the bidder for evaluation/determination of their eligibility:
- I. Copy of Income Tax Returns for **three** previous financial year.
- II. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
- III. Copy of form 26AS for the last three financial years
- g) Even though the bidder meet the specified criteria, it may be disqualified if it has:
- I. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification

- II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.
- III. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

4.0 BID DETAILS: Detailed terms and conditions as well as the technical specifications for all the items of works as indicated in the invitation for bid are contained in one bidding document.

(a)	Bid reference	NDS/ALM/CCBFAN/LAND/24-25/JULY/01
(b)	Price of bidding document (inclusive of GST)	: Free Download
(c)	Incidental charges (in land) in case documents are to be sent by courier/post	: NA
(d)	Event Start Date	: 12 July 2024
(e)	Event Close Date & time	: 01.08.2024 , 15:00 hrs.
(f)	Last Date and time for bid submission	01.08.2024 , 15:00 hrs.
(g)	Time and date of opening of bids Part I – Technical bid Part II – Price bid	: 01.08.2024 , at 15:30 hrs. : Shall be communicated later to all eligible bidders
(h)	Place of opening of bids	: Purchase Department ,NDDB Dairy Services Near Kamal Cinema Safdarjung Enclave New Delhi 110029
(i)	Address for communication	: Purchase Department ,NDDB Dairy Services Near Kamal Cinema Safdarjung Enclave New Delhi 110029
(j)	Estimated Cost of works	: Rs. 1,00,00,000 (Rupees one hundred Lakhs only)
(k)	Time of completion	9 Month from issuance of the Work order
(l)	Amount of Bid Security	: Rs.1,00,000 (Rupees one lakhs only)

(m)	Date and time for receipt of EMD. The EMD in original to be submitted to communication address as stated above in clause (i).	01.08.2024 (up to 15:00 hrs.)
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5.0 EARNEST MONEY DEPOSIT (EMD):

All bids must be accompanied by a Earnest Money Deposit (EMD) in the acceptable form as specified in the bidding document and must be delivered to the address of communication as stated above in **clause 4.0 (i)** on or before the last date and time of receipt of bids as given in **clause 4.0 (m)** above.

6.0 PRE BID MEETING: (Not applicable for this work)

7.0 OPENING OF BIDS: All the bidders should submit their bids in **Part I- Technical Bid** and **Part II-Price Bid**. The technical bid (Part I) shall contain all the details EXCEPT FOR THE PRICE. Only technical bids of those bidders whose Original EMD, in acceptable form, have reached the office of Alamadhi Semen Station as mentioned above in clause no. 4-Bid Details (m) of this Section shall be opened on the date and time specified above. The date and time of opening of Price Bid (Part II) shall be communicated later to all eligible bidders.

8.0 BID VALIDITY: The Bid shall remain valid for a period of **120 days** from the date of bid opening as mentioned above.

9.0 BID SECURITY VALIDITY: The bid security accompanying the bid shall be valid till **30.11.2024**.

10.0 RIGHTS RESERVED BY ALAMADHI Semen Station: The ALAMADHI Semen Station at its sole discretion & without assigning any reason thereof reserves the right to accept and / or reject any or all the bids.

Issued by (
ALAMADHI Semen Station, ALAMADHI

SECTION II. INSTRUCTIONS TO BIDDERS

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SECTION II. INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Source of Funds

Alamadhi Semen Station has arranged the funds under Rashtriya Gokul Mission (RGM)

2. Eligible Bidders

This invitation for bid is open to all bidders from all eligible sources.

3. Eligible Goods and Services

- 3.1 All goods and services to be supplied under this Contract shall have their origin in eligible source and all expenditures made under the Contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Alamadhi Semen Station hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5. Content of Bidding Documents

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
 - (a) Instructions to Bidders;
 - (b) General Conditions of Contract;
 - (c) Special Conditions of Contract;
 - (d) Technical Specifications;
 - (e) Schedule of Requirements;
 - (f) Bid Form and Price Schedules;
 - (g) Bid Security Form;

- (h) Contract Form;
- (i) Performance Security Form
- (j) Technical and commercial deviation statement forms

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective bidder requiring any clarification of the bidding documents may notify the Alamadhi in writing at the address of communication indicated in the Invitation for bid. The Alamadhi will respond in writing to any request for the clarification which is required earlier than **10 days prior** to the dead line for the submission of the bids. Written copies of the response of the ALM(including a description of the enquiry without identifying its source) will be sent to all prospective bidders who purchased the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for the submission of bids, the Alamadhi may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by the issuance of amendment.
- 7.2 The amendment will be sent in writing to all prospective bidders who have demanded the bidding documents and will be binding upon them. The amendment will also be notified separately as Corrigendum for the respective bidding document on the Alamadhi website. Prospective bidders shall promptly acknowledge receipt thereof in writing to the Alamadhi. However, the late receipt of the amendments by the prospective bidder due to postal delays shall not bind the Alamadhi to extend the deadline for the submission of the bids. The amendment will be attached to the bidding document sold subsequently.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8. Language of Bid

8.1 The bid prepared by the bidder and all correspondence & documents relating to the bid exchanged by the bidder and shall be written in the **English language**. Supporting documents and the printed literature furnished by the bidder with the bid may be in another language provided if required an English translation of the same is provided. For the purpose of the interpretation of the bid, the **English language** shall prevail.

9. Documents comprising the bid

9.1.1 The Bid prepared by the Bidder shall comprise the following components - documents:

- a) A complete description of the Goods and Services the Bidder intends to supply and a price schedule completed in accordance with clause nos. 10, 11 and 12; and
- b) Earnest Money Deposit or the bid security in accordance with Clause 15.0.
- c) Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause 13.0 and
- d) Documentary evidence establishing eligibility and conformity of goods and services in accordance with Clause 14.0
- e) A price schedule completed in accordance with clause nos. 10, 11 and 12.

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

- a. That, in the case of a Bidder offering to supply Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods manufacturer or producer to supply the goods in the Purchaser's country (original equipment manufacturer certificate).
- b. That the Bidder has the financial, technical and production capability necessary to perform the contract.

9.1.3 That, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if successful) represented by an agent in the purchaser's country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of the Contract and/or Technical Specifications.

9.1.4 Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

- Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,
- Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures etc.

9.1.5 Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

- 9.1.6 Documentary evidence established in accordance with Clause 3 that the Goods and ancillary Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents:
- a. The documentary evidence of the Goods and Services' eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
 - b. The documentary evidence of the Goods' and Services' conformity to the Bidding documents may be in the form of literature, drawings and data, and shall furnish:
 - I. A detailed description of the goods essential technical and performance characteristics.
 - II. A list giving full particulars, including available sources of all spare parts, special tools, etc. Necessary for the proper and continuing functioning of the Goods for a period of two years, following commencement of use by the Purchaser, and
 - III. A clause-by-clause commentary on the Purchaser's Technical specifications demonstrating the Goods' and Services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications in the format furnished in section XI (A).
 - IV. Any exceptions the Bidder wishes to take to the delivery schedule given in the Schedule of Requirements, the payment schedule or any other aspect of the General or Special Conditions of Contract, including a justification for the exception in the format furnished in section XI (B).

10 Bid Form

- 10.1 The Bidder shall complete the Bid Form furnished in the Bidding Documents. Also the details of the goods to be supplied and their country of origin may be submitted separately.
- 10.2 All pages of the bidding documents shall be signed & stamped by person(s) duly authorized, to bind the bidder to the Contract. Proof of authorization shall be in the form of a written power of attorney which shall accompany the bid. All pages of the bid documents, where entries and amendments had been made, shall additionally be initialed by the person(s) signing the bids.

11 Bid Prices

- 11.1 The Bidder shall fill in rates and prices for all items of works described in the schedules of quantities in the Price bid. The final unit prices (after considering discount, if any) of the goods it proposes to supply under the Contract. Bidders must submit a bid for the full quantity specified under technical specifications, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award. The item wise quoted price should be **inclusive of applicable GST.**

The item wise price of goods/services to be entered in the price bid shall be on FOR site basis inclusive of applicable GST. The item wise price shall include the charges for packing and forwarding, transportation, transit insurance, levies, cess and all other local costs incidental to delivery of goods/services to their final destination and safe custody at site.

11.2 Prices indicated on the Price Bid shall be entered in the following manner:

- i. The item wise price of goods to be supplied shall be on FOR site basis **inclusive of applicable GST**. The item wise price shall also include the charges for packing and forwarding, transportation, transit insurance, levies, cess and all other local costs incidental to delivery of the goods to their final destination & safe custody at site.
- ii. The item wise price of installation, testing and commissioning as described in the technical specifications and in accordance with Special Conditions of Contract with regard to erection, testing and putting the equipment into satisfactory operation including successful completion of performance and guarantee tests to be performed at the final destination by the bidder should be indicated and shall be **inclusive of applicable GST**. The price shall be inclusive of cess and levies.
- iii. **A statement indicating HSN/ SAC codes considered for items for supply and installation works, as per format given in Annexure – A (Section VI) shall be submitted along with the Technical bid. Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them**

11.3 The Bidder's separation of price components in accordance with Para. 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Fixed Price

Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected pursuant to Clause 24.

11.5 Price Break-up

Bidders shall furnish the price separately for the supply and for installation/ commissioning along with detailed cost break-up (item wise), which will be applicable for progressive payments. Items and works for which no break-up price is furnished by the bidder will not be paid for by the purchaser when supplied/executed and shall be deemed covered by the other break-up prices. However for evaluation purpose, prices quoted as indicated in Para 11.2 above only will be considered.

11.6 Notwithstanding anything stated elsewhere in the bidding documents, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment of Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, turnover tax etc. if attracted under the provisions of the law. The purchaser shall not bear any tax liability whatsoever irrespective of the mode of contracting.

12 Bid Currencies

12.1 For all goods and services covered in this Bidding Document, prices shall be quoted in **Indian Rupees only**.

13 Documents Establishing Bidders' Eligibility and Qualifications

13.1 Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Clause 2.

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

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods. The bid shall include Manufacturers' Authorization Form in their letterhead. Offers from other agencies, brokers and middlemen will not be accepted.
- b) That the Bidder has the financial, technical and production capability necessary to perform the Contract and meet the minimum qualifying criteria specified in the Invitation for Bids. To this end, all bids submitted shall include the following information:
 - I. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
 - II. Details of experience and past performance of the bidder on the contracts similar nature within the last 5 years and details of current contracts in hand and other commitments.
 - a. The Bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the Schedule of Requirements which shall be in successful operation for at least two years as on the date of bid opening.
 - b. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above.
 - III. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and commercial) for manufacture and supply, installation and commissioning of the required equipment within the specified time of completion, after meeting all their current commitments.

- IV. The bidder should confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- V. Major items of plant and equipment available/ installed in the Bidder's factory premises;
- VI. Qualification and experience of key personnel for successful execution of the contract;
- VII. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates etc;
- VIII. Information regarding any current litigation in which the Bidder is involved.

13.4 Bidders who meet the criteria given above at 13.2 and 13.3 are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failure etc.

14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to Clause 9.1 the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.
- 14.2 The documentary evidence of the goods' and services' eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of the goods' and services' conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:
 - a. A detailed description of the goods' essential technical and performance characteristics.
 - b. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuous functioning of the goods for a period of two years, following commencement of the goods' use by the Purchaser; and
 - c. A statement of deviations and exceptions to the provisions of the technical specification in the format furnished in the bidding document (Section XI (A)- Technical Deviation Statement Form) and a clause by clause commentary on the deviations demonstrating the goods' and services' substantial responsiveness to the purchaser's specifications despite the deviations.

14.4 Pursuant to Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

15 Bid Security (Earnest Money Deposit)

15.1 Pursuant to Clause 9.0 the Bidder shall furnish, as part of its bid, bid security as specified in the Schedule of Requirements.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 15.7.

15.3 The bid security shall be denominated in Indian Rupees only, and shall be in one of the following forms:

- a) A bank guarantee issued by a Nationalized Indian bank or a foreign bank having branches in India, in the form provided in the Bidding Documents and **valid up to 30.11.2024.**
- b) A Demand Draft/ Bankers Cheque issued by a Nationalized Bank/Schedule Bank / Foreign Bank having branches in India, drawn in favor of “**NDDB DS ALAMADHI DS**” payable at **Redhills.**

The bid shall not be considered if the valid EMD is not available at the time of opening of Technical Bid.-

15.4 Any bid not accompany with bid security in accordance with paras. 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to Clause 24.

15.5 Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to Clause 33, and furnishing the performance security, pursuant to Clause 34.

15.7 The bid security may be forfeited:

- a) If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) In the case of these successful Bidder, if the Bidder fails:
 - I. To sign the Contract in accordance with Clause 33; or
 - II. To furnish performance security in accordance with Clause 34.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for **120 days** after the date of bid opening prescribed by the Purchaser, pursuant to Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstance, the Purchaser may prior to the expiry of initial validity period solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17 Format and Signing of Bid

- 17.1 The uploaded bid shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.
- 17.2 Any correction made in the uploaded bid document should be signed by authorized signature.

D. SUBMISSION OF BIDS

18 Sealing and Marking of Bids

- 18.1 The bidder shall submit the bid in three envelopes. The first envelope shall contain only the bid security & Tender Fees with "**BID SECURITY**" & "**TENDER FEES**" clearly marked on the envelope whereas the second envelope shall contain the Technical Bid clearly marked on the envelope as "**TECHNICAL BID**". The third envelope shall contain the Price Bid clearly marked on the envelope as "**PRICE BID**". These three inner envelopes shall be put in a Fourth outer envelope. The bidder shall seal the bid in inner and outer envelopes, duly marking all the envelopes as "ORIGINAL" and mention of the Bid reference number and other details clearly on the envelope technical Bid (Part I) and the commercial bid/price bid (Part II).
- 18.2 The inner and the outer envelopes shall be addressed to the address as given in the address for communication in clause 4.0 (i) of Invitation for Bid and shall bear the following identifications:
- i) Name of the Contract-as stated in the **clause 1.0** of Invitation for Bid.
 - ii) Reference No. of the bid-as given in the Invitation for Bid.
 - iii) Words "**DO NOT OPEN BEFORE**" (Mention the date and time of opening of the bid as given in **clause 4.0 of Invitation for Bid**).

- 18.3 The inner envelope shall indicate the name and the address of the bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable.
- If the outer envelope is not sealed and as marked as instructed above, the NDS shall not assume any responsibility for the misplacement or premature opening of the bid submitted. The bids received in open condition shall be recorded as “received open” and may be considered, provided it is received before the specified date and time.

19 Deadline for Submission of Bids

- 19.1 Bids must be received by the NDS at the address of communication on or before the date and time of submission as stated in **clause 4.0 in the Invitation for Bid.**
- 19.2 The ALM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20 Late receipt of EMD

- 20.1 Any EMD received by the Purchase after the deadline for submission of bid prescribed by the Purchaser, pursuant of Clause 19, will be rejected.

21 Modification and Withdrawal of Bids

- 21.1 The Bidder cannot modify or withdraw its bid after the bid's submission.
- 21.2 No bid can be modified subsequent to the deadline for submission of bids.
- 21.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's bid security, pursuant to Clause 15.7.

E. BID OPENING AND EVALUATION

22 Opening of Bids by Purchaser

- 22.1 The Bid will open on specified date without any representative of bidder.

- 22.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to **clause 21.0** shall not be opened. The ALM will examine the bids to determine whether they are complete, whether the requisite Earnest Money Deposit (EMD) have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 22.3 At the bid opening the ALM will announce the bidder's names, the bid prices, written notifications of bid modifications and withdrawals, if any, the presence of requisite bid security, and such other details as the ALM may consider appropriate.
- 22.4 The ALM shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with **sub- clause 22.3**

23 Clarification of Bids

- 23.1 To assist in the examination, evaluation and comparison of the bids the Purchaser may, at its discretion, ask the Bidders for a clarification of its bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

Note:

For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not undergone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for and considered so as to qualify the bidder.

24 Preliminary Evaluation

- 24.1.1 The Purchaser will examine the technical bids to determine whether they are complete, whether required supporting documents have been furnished, and whether the bids are generally in order.
- 24.1.2 Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.
- 24.1.3 The purchaser will also examine whether the bid is complete. If the prices of certain items are found as "0" "ZERO" it will be presumed the bidder has included the cost of this item against some other items of the price bid. The bidder shall furnish the details of such inclusions separately.

If the Purchaser considers that with these omissions, the offered goods/equipment is not functional, then the bid will be treated as incomplete and non-responsive.

- 24.2 Where the value of EMD submitted by the bidder is less than the specified amount, the technical bid will not be considered for evaluation.
- 24.3 Arithmetical errors – Not Applicable.
- 24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsive to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.6 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

25 Conversion to Single Currency

- 25.1 All bid prices shall be in Indian Rupees only.

26 Evaluation and Comparison of Bids

- 26.1 The ALM will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24 & 25. No bid will be considered if the complete requirement covered under the pack/item is not included in the bid. The unit price quoted should be after considering the discount, if any.
- 26.2 The evaluation and comparison of bids will be done on the basis of item wise quoted price inclusive of supply, installation, testing & commissioning **inclusive of applicable GST** as mentioned in price schedule & clause 11.2.

27 Contacting the Purchaser

- 27.1 Subject to Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 27.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

28 Post Qualification

- 28.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 28.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
- 28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

29 Award Criteria

- 29.1 Subject to clause 31, the ALM will award the contract for each pack to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further the bidder is determined to be qualified to perform the contract satisfactorily as per clause 28.
- 29.2 Subject to Para 29.1, the will award one single contract or more than one contract to the successful bidder at ALM's discretion.

30 Purchasers Right to Vary Quantities at the Time of Award.

- 30.1 The ALM reserves the right to vary the quantities at the time of award of the contract, if the need arises in consultation with the successful bidder.

31 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

32 Notification of Award

- 32.1 Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter/courier/by cable/telex/fax/e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- 32.2 The notification of award will constitute the formation of the Contract.

- 32.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 34, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 15.

33 SIGNING OF CONTRACT

- 33.1 At the same time as the ALM notifies the successful Bidder that its bid has been accepted, the Purchaser will request the Bidder to submit the Contract Form/s as provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 Within **30 days** of receipt of the Contract Form/Purchase Order, the successful Bidder shall sign and date the Contract/s and return it/them to the Purchaser.

34 PERFORMANCE SECURITY

- 34.1 Within 30 days of the receipt of notification of award from the ALM, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the ALM.
- 34.2 **Failure of the successful Bidder to comply with the requirement of Clause 33 or Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security**, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- 34.3 If the bid of the successful bidder is seriously unbalanced in relation to the ALM's estimate of the real cost of the work to be performed under the contract, the ALM may require additional performance security to protect the ALM against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the ALM based on mutual discussions with the successful bidder. The additional performance security shall be valid until the delivery of such items or the ALM may decide as. This security shall be released on a prorata basis with respect to completion of execution of those items against which the additional security is obtained.

35 IMPORT OF GOODS

- 35.1 No import license shall be provided by the ALM for goods offered against this bid.

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

PART - I

TABLE OF CLAUSES

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SECTION IV. SPECIAL CONDITIONS OF CONTRACT

PART - 1

1. The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

2. Definitions (Clause 1)

- a. The Alamadhi Semen Station is procuring the material
- b. The Supplier is (Name of Supplier).

3. Country of Origin (Clause 3)

The place where the goods were mined, grown or produced from which the services are supplied.

4. Equivalency of Standards and Codes (Clause 4)

Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Purchaser's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Supplier and submitted to the Purchaser at least 30 days prior to the date when the Supplier desires the Purchaser's approval. In the event the purchaser determines that such proposed deviations do not ensure equal or higher quality, the Supplier shall comply with the standards set forth in the documents.

5. Performance Security (Clause 7)

5.1 The Performance Security shall be in the amount of 10% of the Contract price.

5.2 Additional Performance Security, if deemed necessary, shall be submitted as mutually agreed by the Purchaser and the successful bidder at the time of acceptance of the contract/Purchase order.

6. Inspection and Tests (Clause 8)

6.1 The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the purchase order form and shall be in line with the inspection/test procedures laid down in the Schedule of Specifications and the Contract conditions.

- 6.2** Manufacturer must have suitable facilities at their works for carrying out various performance tests on the equipment. The bidder should clearly confirm that all the facilities exist for inspection and shall be made available to the inspecting Authority.
- 6.3** A load and functional tests as indicated in the specifications must be carried out at the manufacturer's works. Reliability of the equipment shall be demonstrated to the satisfaction of the appointed inspector or inspecting Agency.
- 6.4** Approved supplier's drawings shall not be departed from except as provided in the Bidding Document.
- 6.5** The Purchaser shall have the right at all reasonable times to inspect, at the Supplier's premises all Supplier's drawings of any part of the work.
- 6.6** The supplier shall provide, within the time stated in the contract or in the programme, drawings showing how the plant is to be designed and any other information required for -
- a) Preparing suitable foundations or other means of support.
 - b) Providing suitable access on the site for the plant and any necessary equipment to the place where the plant is to be erected and
 - c) Making necessary electrical connections from the panel board provided in the individual sections to the machines.
- 6.7** Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment as built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the Purchaser.

- 6.8** The goods be accepted after inspection by the Purchaser, his representative or any inspection agency appointed by Purchaser and the costs for such Inspector/Agency shall be borne by the Purchaser.

7. Delivery and Documents (Clause 10)

Upon shipment/dispatch, the supplier shall notify to the purchaser by cable or telex the full details of dispatch including purchaser order no., description of the goods, quantity, mode of transport, place of loading, date of dispatch etc. The supplier will mail the following documents to the purchaser with a copy to the Insurance Company:

Original and five copies of:

- i. The Supplier's invoice showing purchase order no. Goods description, quantity, unit price, total amount;
- ii. Delivery note/case-wise detailed packing list identifying contents of each package/lorry receipt;
- iii. Manufacturer's/Supplier's guarantee certificate;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- v. Certificate of origin;
- vi. Insurance policy;
- vii. Excise gate pass/octroi receipts wherever applicable, duly sealed indicating payments made; and
- viii. Any other document evidencing payment of statutory levies.
- ix. The supplier's certificate certifying that the defects pointed out during inspection have been rectified.

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. Should be identical to that used in the purchase order. The despatch particulars including name of transporter, LR no. and date should also be mentioned in the invoice/s.

8. Insurance (clause 11)

- a) The "marine/ transit" insurance to be taken by the supplier shall be in an amount equal to 110% of the FOR Destination value of the goods from "warehouse to warehouse" on "All Risks" basis including Strike, Natural calamities but exclusive of War Risk valid for a period not less than 3 months after the date of arrival of Goods at final destination.
- b) For installation and commissioning job, storage-cum-erection All risk insurance policy for an amount equal to 100% valid for a period not less than three months after installation, including one month for testing and commissioning shall be obtained by the supplier.
- c) Third party insurance: Before commencing the erection work the supplier without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of the owner/ALH, or to any person including any employee of the Owner/ALH.

Such insurance shall be for 10% of the value of the works with number of occurrence unlimited.

9. Incidental services (Clause 13)

9.1 The incidental services for supply, installation and commissioning contract, as follows shall be provided by the Supplier:

- a) Furnishing of tools required for assembly and maintenance of the supplied goods;
- b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c) On-site assembly and start-up of the supplied Goods;
- d) Conduct of training of the Purchaser's personnel (approx. For 4 man-weeks); at the Supplier's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.
- e) Furnishing of layout drawing etc. as specified in clause 3 of Special Conditions of Contract Part II.

10. Spare Parts (Clause 14)

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

11. Warranty/Guarantee (Clause 15)

The warranty/guarantee shall be as per provision under Clause 15 of General Conditions.

12. Payment (Clause 16)

- a) Actual payment would be done as per site actual measurement of area within 30 days of raising invoice on monthly basis.

NOTE:

- i. All bank guarantees should be issued by Nationalised Banks/Foreign Bank having branches in India and shall be valid till completion period **plus 3 months claim period.**

13. Resolution of Disputes (Clause 28)

13.1 In the event of any dispute in the interpretation of the terms of the order/contract or difference of opinion between the parties on any point in the order/contract arising out of or in connection with the agreement accepted order/contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of **sole arbitrator** to be appointed by Alamadhi Semen Station whose decision in the matter shall be final and binding on the parties.

The Arbitration proceedings shall be governed under the provisions of **the Indian Arbitration and Conciliation Act, 1996** and the rules there under or any statutory modifications thereof for the time being in force. In the order/contract, the venue of such Arbitration shall be Alamadhi and courts at Alamadhi, Chennai alone shall have jurisdiction regarding any matter arising out of order/contract.

Performance under the Contract shall, if reasonably possible, continue during the Arbitration proceedings and payments due to the Supplier by the Purchaser shall not be withheld, unless they are the subjects of the Arbitration proceedings.

All awards for claims equivalent to Rupees thirty thousand or more shall be in writing and state the reasons for the amounts awarded.

14. Notices (Clause 31)

For the purpose of all the notices, the following shall be the address of the Purchaser and Supplier.

Supplier (To be filled in at the time of Contract signature.)

TECHNICAL SPECIFICATION

**LEVELING OF AGRICULTURAL LAND
AT CCBF ANDESHNAGAR**

INTRODUCTION

The technical specification provided in this document is for the guidance only. However, the successful bidder will be responsible for the flawless design and Plan layout of the work as per the techno-functional requirement of the complete system to the highest satisfaction of the Purchaser.

SCOPE OF WORKS

LEVELING OF AGRICULTURAL LAND as per the technical specification and schedule of quantities mentioned in this work package.

The work shall be carried out with the best workmanship manner, strictly in conformity with the specifications mentioned here under. The service provider shall ensure performance tests be carried out in the presence of and to the satisfaction of purchaser. Necessary equipment/ tools required for performance test shall be arranged at site by the supplier. Supplier shall ensure satisfactory performance and after sales service of bought-out items.

The Contractor shall arrange the Labour of unloading & shifting of the equipment to respective location.

A. TECHNICAL REQUIREMENT

Sl.No	Work Description	Qty	Unit	Rate	Amount
1.01	Clearing jungle including up-rooting of rank vegetations, thorny bushes, trees, other vegetation cover, jungle plants, shrubs, climbers etc & making the bunds is about 1000 Wx2000 H of divided the area approximate of 5 acres of land all in order to get the clear land having its original top layer including stacking all the removed debris, rubbish, vegetation, trees etc at the place as directed within site up to a lead of 1500 mtrs, loading, unloading, applying all machineries and equipments, etc all complete as directed.	40	Acres		

ALM					Page-VI-3
	<p>It shall be measured in Acres (1 Acre = 4046 SqM)</p>				
1.02	<p>Land Development for fodder cultivation Ploughing the farm with disc plough and cultivating the land in both the direction (from east to west and north to south) with cultivator. Removal of left out debris and hidden roots. Levelling of the area as per directed in blocks of 10 to 20 acres (approx.) as per slope & condition of land each with forming earthen bund around each 10 acres (approx.) of land using available earth. Size of the bund is about 600x600 mm. Each area to be further divided into 20-50 acres of block plots or as per our layout by fixing stone pillars with 3x2 ft MS display board mention the plot name, crop name area of plot , variety & direction (as per site requirement).</p> <p>150x150x900mm stone pillars can be fixed. Half the stone pillar is fixed below ground and remaining half portion will be projecting above ground. Top 150mm of the pillar should be painted in yellow Asian make enamel paint. Plot formation should be carried out without</p>	400	Acres		
ALM	TECHNICAL SPECIFICATION			BIDDER	

<p>disturbing the upper crest of fertile soil. Formation of 3.5meter wide earthen road all around of 462 ha of land or 15 kms long on outer boundary at maximum of 200m c/c. Good earth should be excavated from nearby area and to be filled to raise the level of the roads for about 300mm thick. Final cultivation using disc harrow/ cultivator to make fine soil tilth. Removing debris and rubbish from the land premises and disposing to the place as directed within 1000 meters including loading, transporting, unloading, supplying all machineries and equipment etc all complete.</p> <p>It shall be measured in Acres (1acre = 4046Sqm)</p>					
<p>Total value</p>					
<p>Add: applicable GST</p>					
<p>Gross value including GST</p>					

.....End of Document.....

LAND DEVELOPMENT

Sl.No	Work Description	Qty	Unit	Rate	Amount
1.01	<p>Clearing jungle including up-rooting of rank vegetations, thorny bushes, trees, other vegetation cover, jungle plants, shrubs, climbers etc & making the bunds is about 1000 Wx2000 H of divided the area approximate of 5 acres of land all in order to get the clear land having its original top layer including stacking all the removed debris, rubbish, vegetation, trees etc at the place as directed within site up to a lead of 1500 mtrs, loading, unloading, applying all machineries and equipments, etc all complete as directed. It shall be measured in Acres (1 Acre = 4046 SqM)</p>	40	Acres		
1.02	<p>Land Development for fodder cultivation Ploughing the farm with disc plough and cultivating the land in both the direction (from east to west and north to south) with cultivator. Removal of left out debris and hidden roots. Levelling of the area as per directed in blocks of 10 to 20 acres (approx.) as per slope & condition of land each with forming earthen bund around each 10 acres (approx.) of land using available earth. Size of the bund is about 600x600 mm. Each area to be further divided into 20-50 acres of block plots or as per our layout by fixing stone pillars with 3x2 ft MS display board mention the plot name, crop name area of plot , variety & direction (as per site requirement).</p> <p>150x150x900mm stone pillars can be fixed. Half the stone pillar is fixed below ground and remaining half portion will be projecting above ground. Top 150mm of the pillar should be painted in yellow Asian make enamel paint. Plot formation should be carried out without disturbing the upper crest of fertile soil. Formation of 3.5meter wide earthen road all around of 462 ha of land or 15 kms long on outer boundary at maximum of 200m c/c. Good earth should be excavated from nearby area and to be filled to raise the level of the roads for about 300mm thick.</p> <p>Final cultivation using disc harrow/ cultivator to make fine soil tilth. Removing debris and rubbish from the land premises and disposing to the place as directed within 1000 meters including loading, transporting, unloading, supplying all</p>	400	Acres		

	<p>machineries and equipment etc all complete.</p> <p>It shall be measured in Acres (1acre = 4046Sqm)</p>				
	Total value				
	Add: applicable GST				
	Gross value including GST				

SECTION - VII

BID FORM AND PRICE SCHEDULE

FORM OF BID

(Bidders are requested to submit the FORM OF BID as per the Format given in this Section, filling all the blank spaces.)

Date : _____

IFB Ref. No.:- NDS/ALM/CCBFAN/LAND/24-25/JULY/01

TO: ALAMADHI SEMEN STATION",
Edapalayam PO,
Red Hills,
ALAMADHI, Chennai -600052
Tamil Nadu

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order / Notification of Award / Letter of Credit.

If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of **120 days** from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

Signature

(In the Capacity of _____)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : _____

Name of Witness : _____

Signature : _____ Address _____

SECTION - X**(Form of Bank Guarantee for Performance Security)**

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

Bank Guarantee No.

Date:

This deed of performance guarantee made this _____ day of 20____ (Two Thousand _____) by _____ (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the _____ (hereinafter referred to as the Alamadhi Semen Station) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Alamadhi Semen Station 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 and erection and commissioning of _____.

And whereas, the Supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the Alamadhi Semen station as per terms and conditions of the Bidding Documents and the Contract which will be kept valid up to _____ calendar months from the date of Bank Guarantee (the period should be till end of warranty period).

In consideration of the Alamadhi Semen Station 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 Alamadhi Semen Station, 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 therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the Alamadhi Semen Station of Rs. _____ (Rupees _____ only) being the 10% of the contract value, without any demur in case the Supplier, their legal representatives and assignees do not 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 and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier fails to perform or fulfill the Contract/ Purchase Order as per the terms and conditions agreed upon, the Alamadhi Semen Station is entitled to demand an amount equal to Rs. _____ being the 10% of the contract value from the Supplier and the demand made by the Alamadhi Semen Station 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 reasons for the failure of performance or fulfillment, on any ground.

We, _____ (name of the Bank), do hereby undertake to pay an amount equal to Rs. _____ being the 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the Alamadhi Semen Station which has to be served on us before the expiry date of Bank Guarantee i.e., _____ 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 and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ 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 of _____ calendar months from the date of Bank guarantee (the period should be till end of warranty period) and till the Alamadhi Semen Station 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 guarantee is made on us in writing by the Alamadhi Semen Station on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, _____ (name of the Bank), further agree with the Alamadhi Semen Station that the Alamadhi Semen Station shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the Alamadhi Semen Station against the Supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of the Alamadhi Semen Station to the said Supplier by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

We, _____ (the name of Bank) , undertake to renew the Bank Guarantee provided the request for renewal is made by the supplier before the expiry of Bank Guarantee.

We, _____ (the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Alamadhi Semen Station in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____ only).

Notwithstanding anything stated hereinbefore: (i) our liability under this guarantee is restricted to Rs. _____ (ii) the guarantee shall remain in force till _____ 20__ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Alamadhi Semen Station serves upon the Bank a written claim or demand on or before _____.

(SIGNATURE)

SEAL

Place:

Date:

CODE NO.

NOTE:

- 1) THE SUPPLIER SHOULD ENSURE THAT SEAL AND CODE NO. OF THE THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2) STAMP PAPER IS NOT REQUIRED IN CASE OF FOREIGN SUPPLIERS.
- 3) THE VALUE OF STAMP DUTY SHOULD BE AS PER THE LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
- 4) BANK SHOULD CONFIRM THE BANK GUARANTEE THROUGH "STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)",. BANK ACCOUNT DETAILS OF BENEFICIARY ARE AS FOLLOWS:

Beneficiary Name	
Bank Account Number	
IFSC Code	
Beneficiary Bank Name	

Beneficiary Bank Address

BANK CHARGES, IF ANY, ON THIS ACCOUNT WILL BE BORNE BY THE BENEFICIARY

IF THE ISSUING BANK IS NOT HAVING THE SFMS FACILITY, THE BANK GUARANTEE NEEDS TO BE CONFIRMED BY ITS CONTROLLING OFFICE I.E. ADMINISTRATIVE / REGIONAL / ZONAL OFFICE TO THE FOLLOWING ADDRESS

Beneficiary Name	
Beneficiary Address	

- 5) KINDLY NOTE THAT NECESSARY ACTION ON THE BANK GUARANTEE WILL BE TAKEN BY Alamadhi Semen Station ONLY UPON RECEIPT OF CONFIRMATION IN EITHER ONE OF THE MODE AS PRESCRIBED ABOVE.

SECTION - XI**DEVIATION STATEMENT FORMS****TECHNICAL DEVIATION STATEMENT****FORM PART-A****IFB Ref. No.:- NDS/ALM/CCBFAN/LAND/24-25/JULY/01**

(1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)
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The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated: _____ Signature and seal of the
Manufacturer / Bidder

NOTE:

(1) **Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "NO DEVIATIONS"**

BIDDING TERMS DEVIATION STATEMENT

FORM PART-B

IFB Ref. No.:- NDS/ALM/CCBFAN/LAND/24-25/JULY/01

- (2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE	DEVIATION	REMARKS (Including justification)
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Dated:

Signature and seal of the
Manufacturer / Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "NO DEVIATIONS"