

# **Co- Operative Cattle Feed Factory**

**88-89, Industrial Area Jhotwara, Jaipur (Rajasthan),**

---

**Tel : 0141-2341324-2343549**

**Fax : 0141-2340182**

**E-Mail : Cattlefeedfactory@Gmail.com**

## **TECHNICAL BID (ENVELOPE-A)**

**FOR**

**Suppy of SPARE PART, HARDWARE AND BEARING for Co-operative  
Cattle Feed Factory Jhotwara Jaipur.(Rajasthan).**

**during the year 2018-19**

- 1. Estimated cost of Spare parts Rs. 9.00 lac**
  
- 2. Estimated cost of Hardware and bearing Rs. 1.50 lac**

**Head Office:- Office of the Managing Director,  
Rajasthan State Cooperative Marketing Federation Ltd  
4, Bhawani Singh Road, Jaipur.**

**COOPERATIVE CATTLE FEED FACTORY**  
**88-89, INDUSTRIAL AREA, JHOTWARA, JAIPUR (Raj.)**

**Tel : 0141-2341324-2343549**  
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(1)

सहकारी पशु आहार फ़ैक्ट्री

88-89, इण्डस्ट्रीयल एरिया, झोटवाडा, जयपुर

Tel : 0141-2341324-2343549

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सीनियर पैलेट मील के स्पेयर पार्ट्स एवं हार्डवेयर बियरिंग आइटम में सामान्य  
निविदा सूचना:RAJFED/CCF/F/2018-19/026

वित्तीय वर्ष 2018-19 में सहकारी पशुआहार फ़ैक्ट्री झोटवाडा, जयपुर में प्लांट हेतु स्पेयर पार्ट्स, हार्डवेयर एवं बियरिंग क्रय हेतु दिनांक 01.05.2018 तक प्रातः 01.30 बजे तक सामान्य निविदा आमन्त्रित की जाती है। विस्तृत विवरण दिनांक ..... से राजफ़ैड की वेबसाईट **Rajfed.gov.in** पर देखे। संशोधन/शुद्धि पत्र भी इसी वेबसाईट पर दिया जावेगा।

महाप्रबन्धक(फ़ैक्ट्री)

(2)

**COOPERATIVE CATTLE FEED FACTORY**  
**88-89, INDUSTRIAL AREA JHOTWARA, JAIPUR (Rajasthan)**

Tel : 0141-2341324-2343549

Fax : 0141-2340182

E-Mail : Cattlefeedfactory@Gmail.com

**Bid Circular**

- |  |  |
|--|--|
| 1- Name of Bid   | :-   |
| 2- Cost of Bid   | :-   |
| 3- Earnest Money DD in favour of<br>Co-Operative Cattle Feed factory<br>payable at Jaipur. | :- For Spare Parts Bid Rs. 20000/-<br>:- For Hardware & Bearing Rs5000/- |
| 4- Cost of Bid Form  | :- Rs 500/- each.  |
| 5- Date & Time of deposit Bid form<br>fees and Earnest money Deposit by D.D.               | :- 01.05.2018 at 1:30 PM<br>01.05.2018 at 1:30 PM                        |
| 6- Technical Bid opening Date & Time   | :- 01.05.2018 at 2:30 PM   |
| 7- Financial Bid Opening Date & Time   | :- 03.05.2018 at 3:00 PM   |

Signature of Bidder  
Full Name and Address  
Telephone/Mob. No.

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# CO-OPERATIVE CATTLE FEED FACTORY

## JHOTWARA, JAIPUR

(A UNIT OF RAJASTHAN STATE CO-OPERATIVE MARKETING FEDERATION LTD.)

88, Industrial Area, Jhotwara, Jaipur

Phone No- 0141-2341324,2343549

Fax no :- 0141-2340182

Email :- Cattlefeedfactory@gmail.com

### TECHNICAL-BID

#### **BID FORM FOR SPARE PART, HARDWARE AND BEARING IN ENVELOPE - A**

1. Name & Full Postal address of the firm submitting the Bid\_\_\_\_\_
2. Reference: Bid Notice dated\_\_\_\_\_
3. Bid fee amounting to Rs. \_\_\_\_\_has been deposited vide DD/Bankers cheque/cash receipt no.\_\_\_\_\_ dated \_\_\_\_\_.
4. We agree to abide by all the terms-conditions mentioned in Bid notice and Bid document\_\_\_\_\_No.\_\_\_\_\_dated \_\_\_\_\_issued by Co-operative Cattle Feed Factory, Jhotwara, Jaipur and also further conditions of the said Bid given in the attached sheets (all the pages of which have been signed by us in token of our acceptance of the terms mentioned therein).
5. Rates for the supply of the material are as per rate given in schedule attached.
6. An agreement shall be signed on receipt of approval of rates.
7. DemandDraft/Cash/ \_\_\_\_\_ Bankercheque  
NO.\_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_  
Rs.\_\_\_\_\_ in favour of Co- operative Cattle Feed Factory, Jhotwara, Jaipur, to cover earnest money is enclosed herewith.
08. Bid rates shall remain valid up to 31.03.2019.

Signature of the Bidder  
(with full address and seal)

## ANNEXURE-I

**GENERAL TERMS AND CONDITIONS****0.1 PREFACE:**

1.1 The Co-operative Cattle feed Factory, Jaipur invites sealed competitive bids from the bonafide manufacturers/authorized dealers of spares of machines of cattle feed plant for the supply. Strictly in adherence to the detailed specification stipulated in the G-Schedule of this Bid.

1.2 The Managing Director, Rajfed, Jaipur reserves the right to reject any or all the bids in full or part thereof, which in his opinion justifies such action without further explanation to the Bidders.

**2.0 Biding PROCEDURE:**

2.1 The Bid should be sent by Registered post/Personally with acknowledgement due so as to reach the Cooperative Cattle Feed Factory, Jhotwara, Jaipur not later than 01.05.2018 up to 1.30 P.M. and obtain the acknowledgement latest by the time and date mentioned above.

2.2 The Bid must be submitted in the prescribed form.

2.3 The Bid thus prepared should be put in properly sealed doubled cover and subscribed giving the Bid reference number and date of opening. The cover should bear the address Cooperative Cattle Feed Factory, 88-89, Industrial Area, Jhotwara, Jaipur. Only one Bid should be kept in cover. In case more than one Bid is kept in a cover, all the bids thus kept shall be liable to be ignored.

2.4 No responsibility shall be taken for the premature opening of the Bid, which is not properly addressed and identified.

2.5 No telegraphic/telephonic/fax Bids shall be considered. However, any amendment sent by telegram/fax to the Bid already submitted shall be considered, provided it is received before the due date and time for opening of the bid and it is confirmed in writing by post.

**2.6 LEGAL COMPETENCY OF SIGNING THE TENDER:**

Individual signing the Bid or other documents connected with this Bid must specify whether he signs as:

- a. "Sole Proprietor" of the firm or constituted attorney of such proprietor. The partner of the firm, if it is a partnership firm in which case, he must have authority to refer to arbitration disputes pertaining to business of the partnership either by virtue of the partnership deed or by holding the power of attorney.
- b. Constituted attorney of the firm if it is a company.

**Note:**

- 1) In case of above, a copy of the partnership deed or general power of attorney duly attested by a notary public should be furnished or an affidavit on stamp paper of all the partners admitting execution of the partnership deed or the general power of attorney should be furnished.
- 2) In case of partnership firms, where no authority to refer disputes concerning to the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm.
- 3) A person signing the bid form or any documents constituting an integral part of the contract, on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing has no authority to do so, the buyer may, without prejudice to other civil remedies, terminate the contract and hold the signatory liable for all costs and damages.

**2.7 EARNEST MONEY DEPOSIT:**

- 2.7.1. Earnest money amounting **Rs 20,000/- (Twenty Thousand)** for Spare Parts Bid and, **Rs. 5000/- (Five Thousand)** for Hardware and Bearing The earnest money shall be required to be paid in cash or by a demand draft in favour of Cooperative Cattle Feed Factory, Jhotwara, Jaipur drawn on any scheduled or nationalized bank in India, payable

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at Jaipur. The bids accompanied by cheques instead of demand draft towards earnest money will not be considered.

2.7.2. Any Bids, which is not accompanied by earnest money deposit, will be summarily rejected. Earnest money of unsuccessful Bidder will be returned within a period of one month after issue of letter of intent In favour of successful Bidder.

2.7.3 No interest shall be paid for the earnest money deposit for the period during which it (the earnest money) lie in deposit with the Co-operative Cattle feed, Jaipur.

2.8. The Bidder should state herein the complete address to which the orders, notices and further correspondence pertaining to the Bid and agreement are to be sent. Any change in the address thereafter must be notified to the General manager, Cooperative Cattle Feed Factory, Jaipur shall be sent to the new notified address as under:

Address:----- Telegraphic Address.....

..... Phone No.....

2.9 The Bids received shall be opened on.----- at the office of the General Manager, Coop. Cattle Feed Factory, 88, Industrial Area, Jhotwara, Jaipur. The Bidder or their accredited agents will be allowed to be present at the time of opening of the Bid.

2.10 Negligence on the part of Bidder in preparing the bidder confers no right to withdraw the Bid after it has been opened.

2.11 The specifications, conditions, schedules & drawings of the Bid constitute an integral part of the Bid.

2.12 All Bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculation, totaling, or other discrepancies or which contain overwriting in figures or words or corrections not initialed and dated will be rejected

2.13 In the place of substantial non-conformity with the specifications or if it contains any inadmissible reservation seen or otherwise, in contravention to the spirit and letter of the Bid documents, such tenders shall be summarily rejected.

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2.14 The Payment against This supply. If any will be released on Certification of bill by the authorized representative / Engineer of the factory

The Bider whose Bid is accepted (hereinafter called the contractor) will be required to furnish security for the due fulfillment of his contract @ 5% of the contracted value. The earnest money will be treated as part of the security, and the balance necessary to make up the full amount specified will be deposited with the office of General Manager, Cooperative Cattle feed Factory, Jhotwara, Jaipur. The amount of security deposit shall be refunded to the supplier within a period of 30 days after expiry of performance guarantee.

2.15 All compensation or other sums of money payable by the contractor to Cooperative Cattlefeed Factory, Jhotwara, Jaipur under the terms of this contract may be deduct and refund or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Rajasthan State Cooperative Marketing Federation Ltd, on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof.

2.16 No refund of Bid fee is claimable for Bids not accepted or forms returned or Bids not submitted.

### **3 Scope of Bid:**

#### **3.1 Supply:**

The supplier shall supply the material/articles in accordance with specifications stipulated in the G-Schedule of Bid.

#### **3.2 Erection, testing & commissioning:**

The Bidder shall erect/install the equipment in accordance with the terms and conditions/specifications stipulated in schedules of the Bid

**4. PRICE:**

4.1 The price should be quoted on the basis of F.O.R. destination for the supply/erection/commissioning inclusive of excise duty, sales tax and other levies if any. In the event of acceptance of Bid F.O.R. site price payable to the supplier will be the main criteria chosen by federation for evaluation purposes. The Bidder are therefore advised in their own interest to indicate FOR site price in the Bidder given at Annexure-III.

4.2 The prices thus quoted be firm, free from all escalations.

**5. PACKING:**

5.1 The material/equipment/machinery offered must be securely packed at the cost of the suppliers to withstand tough handling enroute by road/rail/air.

5.2 Marking should be provided with protective lining to avoid damage to the surface of the packing and the items packed inside as follows.

- i. Name of the supplier:
- ii. Details of the items in the package:
- iii. Weight, gross, net, tare.
- iv. Name and address of the consignees as mentioned in the purchase order:

6. Markings shall be carried out with such a material as may be considered necessary as regards quickness of drying fastness and indelibility.

6.1 The supplier shall arrange insurance coverage, according to the dispatch instructions issued by Co-operative Cattle feed Factory, Jaipur and the supplier should cover all dispatches. However, to avoid any complications that may arise at the time of settlement of claims by the underwriters for the transit losses, it is proposed that the supplier as under shall arrange the insurance coverage:

- a. The insurance coverage shall have to be arranged commencing from their warehouse/works to the warehouse of the buyer (All transit risks).
- b. Suppliers are requested to take insurance with any Nationalized Insurance Co.

- c. The cover provided by the insurance shall be of such amount so as to allow complete replacement for any item lost or damaged.

**7. GUARANTEE:**

7.1 The supply of equipment as well as installation shall have to be carried out by the supplier to the entire satisfactions of buyer. The supplier shall also guarantee to repair/replace without any extra cost, the items or parts found defective due to bad design, workmanship or substandard material brought to the attention of the supplier within 12 calendar months from the date of receipt of material at site. If it is found necessary to send the defective equipments or parts thereof for repair/replacement, the cost of loading, unloading, repacking and transportation from the site to works and back to site shall have to be borne by the supplier.

**8. Technical Information required with tenders:**

8.1 The Bidder have to mention clearly that the specifications of the materials biddered are strictly

in adherence to the technical specifications stipulated in schedule.

8.2 Maximum output of machines is to be specified for information only.

8.3 Schematic drawings and technical literature of equipment biddered shall have to be furnished.

8.4 Overall dimensions of the various equipments shall have to be mentioned in detail.

8.5 The total weights (in dry and working) of the various equipment/item shall have to be stated

clearly.

8.6 The safety interlocks/devices in the equipment shall have to be highly tightened.

8.7 The consumptions and services requirements of various equipments shall have to be detailed.

**9. Commercial information required with tender:**

**9.1 Terms of payment:**

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No advance payment will be made. The successful bidder will have to execute a agreement in the prescribed form and an amount @ 5% of the value of each bill will be deducted and refund within one month of completion of contract. No interest will be paid by the factory on earnest money/security deposit. The cost of execution of agreement including stamp paper and stationery shall be borne by the bidder.

**10. Delivery:**

- 10.1 The supplier shall supply the ordered items to the complete satisfaction of Co-operative Cattle feed Factory. As per time schedule given in the supply order.
- 10.2 In case of failure by supplier in making deliveries within the time specified. The Co-operative Cattle feed Factory, Jaipur may procure the materials supplied and services released from any other source and hold the supplier responsible for any losses secured thereby. Further the Co-operative Cattle Feed Factory, reserves the right to terminate the services of such supplies in such case without assigning any reasons thereof.
- 10.3 In case supplier fails to supply machinery/equipment in delivery period, the earnest money / security will be forfeited by the Co-operative Cattle Feed Factory.

**11. Compensation for delay:**

1. 11.1 When the Bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase from elsewhere without notice to the Bidder but on his (i.e. Bidder 's) account and risk, the goods or any part thereof which the Bidder has failed to supply or of not available, the best and nearest available substitute thereof or to cancel the contract and the Bidder, shall be liable for any, loss or damage which the purchasing officer may sustain by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sums occurring to the Bidder under this or any other contract with the factory. If recovery is not possible from the bill and the Bidder fails to pay the loss or damage within one month, recovery shall be made under the Rajasthan Public Demands Recovery Act, 1952 or any other law for the time being in force. While making the risk purchase, the purchasing officer may exercise his own discretion and if possible resort to limited Bids system issuing short-term notice irrespective of the valuation of the Bids. In all cases when orders are cancelled due to non-supply of stores, these will be treated as a breach of contract and in forfeiture of earnest money. If the Bidder fails to

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deliver the goods within period specified in Bidder form, the purchasing officer may at his discretion allow the extension of time subject to recovery from the Bidder as agreed, liquidated damages and not by way of penalty a sum equal to following percentage of the value of store which the Bidder has failed to supply for period of delay as stated below:

- (a) Delay up to one fourth of the prescribed delivery period - 2.5%.
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. - 5%.
- (c) Delay exceeding half but not exceeding  $\frac{3}{4}$  period of prescribed delivery period. - 7.5%
- (d) Delay exceeding  $\frac{3}{4}$  but not exceeding period equal to prescribed delivery period. 10%

The maximum amount of agreed liquidated damages shall be 10%. If the supplier requires an extension of time in completion of contracted supply on account of occurrence of any hindrance he shall apply in writing to the authority which has placed the supply order for the same immediately on occurrence of the hindrance but not after stipulated date of completion of supply.

When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director, Rajasthan State Cooperative Marketing Federation Ltd., Jaipur shall have powers:

- a. To determine contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Managing Director, RAJFED Ltd. shall be conclusive evidence). Upon such determination or rescission the full security deposit of the contractor calculated on the Bidding amount shall be liable to be forfeited and shall absolutely be at the disposal of Rajasthan State Cooperative Marketing Federation Ltd.

To employ labour paid by the federation and to supply materials to carry out the work or any part of the work debiting the contractor with the whole of the labour and the price of the materials (of the amount of which cost and price

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- b. certified by the Officer-in-charge shall be final and conclusive) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the officer-in-charge as to the value of work shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the federation are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.
- c. After giving notice to the contractor to measure up the work of the contract and to take such part there-of as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the officer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Co-operative Cattle Feed Factory, under this contract or on any other account whatsoever or from his security deposit or the proceeds of sale thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses as may be deemed best suited to the interest of the Federation being adopted by the Managing Director, Rajasthan State Co-operative Marketing Federation Ltd., the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed under this contract unless and until the Office-in-

charge has certified in writing the performance of such work and the value payable in respect and he shall only be entitled to be paid the value as certified.

In any case in which any of the powers conferred under these terms & conditions here of shall have become exercisable and the same shall have not been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions here-of and such power shall notwithstanding be exercisable in the event of any future case of default, the contractor for which by any clause or clauses here-of he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

12. **Force Majeure Clause** :

The terms and conditions actually agreed be subject to the Force Majeure Clause. Neither the supplier nor the buyer shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolutions, civil commotion, strike, epidemics, accident, fire, wind, flood, earthquake or because of any law and order proclamation, regulation, or ordinance of any Government or any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party effected. Should one or both of the parties be prevented from fulfilling his/their contractual obligations by a state of force Majeure lasting continuously for a period of six months, the two parties should consult with each other regarding the future implementation of the agreement/purchase order.

13. **Settlement of disputes**

In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order or with regard to performance of any obligations hereunder by the either party, the parties here to 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 other, a notice in writing of the existence of such question, dispute of difference of opinion and the same shall be referred to the adjudication of two arbitrators, one to be nominated by the

purchaser, and other to be nominated by the supplier, or in case the said arbitrators do not agree, when the adjudication will be done by an umpire as appointed by the two arbitrators, in writing before proceeding with the reference and the award of the arbitrators or the umpire, as the case may be, will be final and binding on the parties and provisions of the Indian Arbitration Act of 1940 and of the rules there-under or any statutory modifications thereof, for the time being, in force. In this agreement/purchase order venue of all such arbitrations shall be Jaipur (Raj.State), India.

14. **Right of Acceptance:**

Coop. Cattle Feed Factory. does not place itself to accept the lowest or any bids and reserves to itself the right to accept the whole or any part of the Bid or portion of the quantity offered.

15. **SUBLETING AND SUBORDATION:**

The contractor shall not without the prior consent in writing of the buyer, sublet, transfer or assign contract or part of contract thereof or interest therein or benefit or advantage thereof in any manner whatsoever, to others.

16. **Demurrage:**

The supplier shall bear and reimburse to the buyer demurrage charges if any paid for a reason of delay on the part of the supplier in forwarding the required above documents of supplies made by him.

17. **Inspection & Acceptance:**

17.1 The buyer shall have the right to make inspection of any of the items under contract during the fabrication at the factory of the supplier including access to drawings and test results, to assure that all machinery and equipments to be supplied shall conform to the details of the specifications.

17.2 Notwithstanding whether factory inspection is made or omitted upon arrival at delivery point and prior to the acceptance of the equipment and machinery delivered, the buyer shall have right to inspect them giving representative of the supplier an opportunity to be present. Upon acceptance an appropriate certificate will be issued.

**18. Rejection:**

18.1. Further, the buyer reserves the right to reject the stores either in full or in part if at the time of delivery it is noticed that the items/stores supplied do not conform to be description and quality stipulated in the "G" schedule of the bid.

**18.2. Consequences of rejection:**

If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:

- a. Allow the supplier to resubmit the store, in replacement of those rejected within a specified time. The supplier bearing the cost of insurance, if any, on such-replacement without being entitled to any extra payment on that account.
- b. Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further installment due under the contract.
- c. Cancel the contract and purchase or authorize the purchase of the items of similar description (when stores do not exactly comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.

**18.3 Removal of Rejected stock:**

Any stores rejected shall under all circumstances, lie at the risk of the supplier. On account of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose of such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

This will include the cost of disposal, when necessary.

19. **Indemnity** :

The supplier shall, at all times, Indemnify the buyer against all claims which may be made in respect of the stores or infringement of any right protected by patent, registration of design or trade mark, provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against the purchaser, the buyer shall notify the supplier of the same and the supplier at his own expense, either settle any dispute or conduct any litigation that may arise therefore.

20. **Corrupt practices**

20.1 The supplier shall not offer or agree to give any person in the employment of the buyer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the contract or any other contract with the buyer or to show favour or disfavour to any person in relation to the contract by the buyer. Any breach of the aforesaid condition by the supplier or any one employed by him or action on his behalf (whether with or without the knowledge of supplier) of the commitment of any offence under chapter-IX of the Indian Penal code 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants, shall entitle the buyer to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation

20.2 Any dispute or difference in respect of either in the interpretation or application of the above conditions or of the amount recoverable thereunder by the buyer from the supplier, shall be decided by the buyer or his nominee whose decisions may be subject to the arbitration.

21. **Insolvency & Breach of Contract**

The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events:

- (i) If the supplier, a firm or any partner there of, shall be at that time adjudged insolvent or shall have a receiving order or order for administration of his estate made against him/his firm or shall take any proceedings for composition under any insolvency act for the time being in force to take any conveyances agreement at his assets or enter into any arrangement or composition with his creditors or suspend payment if the firm is dissolved under the partnership Act, or:
- (ii) If the supplier being a company is in winding up voluntarily by the order of a court or a receiver, liquidator or manager on behalf of the debenture holder is appointed or circumstances shall have arisen which entitle the court of debenture holders to appoint a receiver, Liquidator or Manager or:
- (iii) If the supplier commits any breach of the contract here not specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter and provided also the suppliers be liable to pay the buyer for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain in repurchase.

22. **Recovery of sums due**

Whenever any claim for the payment of a sum of money arises on under the contract against the supplier, the buyer shall be entitled to claim it from the Earnest money/ Security amount the supplier. In the event of the E.M./ Security amount being insufficient, the balance entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the supplier under the contract or any other contract with the buyer and if such a sum be insufficient to cover the full amount recoverable, the supplier shall on demand pay to the buyer the balance remaining due.

23. **This Bid is not transferable.**

24. **Secrecy of Documents:**

All the documents and drawings supplied by the buyer must be treated as 'CONFIDENTIAL' must not be copied, reproduced, transmitted, or discussed otherwise in

whole or part, nor duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.

**25. Form of Bid:**

The Bid form given as along with all enclosures must be submitted duly completed in all respects.

**26. IT IS A MUST**

- i) All the Bidder without fail, should furnish full technical details about the items Bidd's.
  - ii) All the bidder, without fail, should furnish performance certificate obtained from their earlier buyers. This information is a must and without this the bids may not be considered for analysis and they may also remain rejected summarily at the discretion of the buyer. However, final decision is restored with the buyer in this regard.
  - iii) Spare parts list in duplicate as stated at clause No. 3.3 above must be furnished along with quotation.
  - iv) Bid forms as issued from this office must be returned with all enclosures to this office on the date of receipt of Bidds. If the Bidder desires to obtain an additional copy of the bid, he can do so at cost to be deposited with the cashier.
- 27.** The quantities mentioned in the bid are tentative and the actual quantities to be procured may vary upward of downward suiting to the actual requirements.
- 28.** If Managing Director shall at any time, and for any reasons whatever, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice to that effect, require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor the portion of the work specified and the contractor shall not be entitled to any compensation by reason of such portion of the work having been executed by him, and the value i.e. cost at

Bided rates of the portion of work so omitted or withdraw shall in cases where the contractor has for any reason already received payment for it or in the cases of lump-

*(19)*

sum contracts be deducted from any sum then due or thereafter to become due under the contract or otherwise against or from the security deposit or the proceeds of sale thereof.

29. No item and condition in addition to the above mentioned will be agreed to.

**(Signature)**

**Signed & Sealed by bidder is token**

**Of his acceptance of above**