

TENDER DOCUMENT

FOR

**Supply, Installation and Commissioning of RP-HPLC
Machine at BSDS Bhopal.**

IFB Ref: BSDS/PUR/QC/2025/10



Issued By:
Chief Executive Officer
Bhopal Sahakari Dugdh Sangh Maryadit ,Bhopal (BSDS)

POINTS BIDDERS SHOULD BEAR IN MIND

1. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
2. BIDS UPLOADED WITHOUT **BID SECURITY (EARNEST MONEY DEPOSIT)**, SHALL BE SUMMARILY REJECTED.
3. BIDDERS SHOULD FURNISH THEIR **CONTACT EMAIL ID**, COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
4. NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
5. SPECIFICATIONS, CONDITIONS AND SCHEDULE OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
6. ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATIONS IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS.
7. THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
8. **CEO, BHOPAL SAHAKARI DUGDH SANGH MARYADIT** RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

CHECKLIST TO BE SUBMITTED BY THE BIDDER ALONG WITH BID (*)

Sr. No.	Item	Submitted Yes/ No	Remarks if any
(*) Checklist is Mandatory to fill and attached/upload with technical Bid			
01	EMD submitted before last date of bid submission	<input type="checkbox"/>	<input type="checkbox"/>
02	All the required documents uploaded to e-Tender portal.	<input type="checkbox"/>	<input type="checkbox"/>
03	Uploaded following documents: <ul style="list-style-type: none"> i) Certificate of incorporation of the firm / Partnership deed etc. ii) Registration certificate of GSTIN, PAN etc. iii) Turnover certificate from CA firm / Audited financial statements (FY 22-23, 23-24 & 24-25) iv) Copy of similar nature of POs with completion certificate 	<input type="checkbox"/>	<input type="checkbox"/>
04	Uploaded form of bid (SECTION VI of Tender Document)	<input type="checkbox"/>	<input type="checkbox"/>
05	Uploaded bidding document completed in all respects duly digitally signed.	<input type="checkbox"/>	<input type="checkbox"/>
06	Technical & Bidding Terms Deviation, if any is uploaded as per tender (SECTION VIII Part A & B of Tender Document)	<input type="checkbox"/>	<input type="checkbox"/>

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SECTION – 0 INVITATION FOR BIDS



Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal (BSDS)

Bhopal Dairy Plant, Habibganj, Bhopal 462024.

Phone No. 0755-2457017, **Email** -pur.bds@sanchidairy.com

Websites: www.sanchidairy.com&<https://www.mptenders.gov.in>

Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal (BSDS) having its office at Bhopal, Madhya Pradesh invites “Online E-Tender” from reputed Manufacturers (OEM) /Authorized Dealers for the following goods/ works:

Tender Ref: BSDS/PUR/QC/2025/10

Item Description: Supply, Installation, Testing and Commissioning of **RP-HPLC Machine** at BSDS Bhopal, M.P.

Tender Document Cost (Rs.)	:	Rs. 1,000.00
EMD Amount (Rs.)	:	Rs. 54,000.00
Tender Document Download/Sale Start Date:	:	29.12.2025 Time 11:00 AM Onwards
Tender Document Download/Sale End Date	:	05.01.2026 Time 01:00 PM
Bid Submission Start Date	:	29.12.2025 Time 11:00 AM Onwards
Bid Submission End Date	:	05.01.2026 Time 01:00 PM
Bid Opening Date	:	06.01.2026 Time 01:00 PM
Place of opening of Tender	:	Online MP Tender e-Portal
Completion Period	:	Within 3 Months from the date of issuance of Purchase Order.
Delivery Location	:	BSDS Bhopal

For further details or for downloading the bid documents, please visit web site <https://www.mptenders.gov.in> or contact In-Charge, Purchase, Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal Dairy Plant, Habibganj, Bhopal 462024 on any working day. The intending bidders are required to submit their offer electronically through e-tendering Portal. No physical tender is acceptable by BSDS. The detailed Tender can also be downloaded from the website: www.sanchidairy.com (only for reference).

SECTION I - INSTRUCTION TO BIDDERS

1) Eligibility and Qualification Requirements:

The bidders must meet the following minimum qualifying criteria:

- a) The Bidder, in the same name and style, should be in business at least for **three years** at the time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) 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, GST etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (**FY 22-23, 23-24& 24-25**) ending 31st March shall be not less **Rs. 45,00,000.00**. **The bidder should submit the Turnover certificate from CA firm / audited financial statements.**
- d) The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature (**Supply, Installation, Testing and commissioning of minimum 1 No. RP-HPLC Machine**) during the last five years ending last day of the month previous to the month in which bid is opened.

Note:

- a) **Separate orders for supply and erection/ commissioning against one job on a single location will be considered as a single PO.**
- b) Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement -

Copy of Purchase / Work order to be considered for meeting minimum eligibility criteria with **installation report / completion certificate**.

- c) Even though the bidder meets the specified criteria, it may be disqualified if it has:
 - I. Made untrue or false declaration and/or
 - II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

2) Eligible Bidders

This invitation for Bids is open to all bidders who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

3) Bidding Document

The fee/cost for the bidding document is Rs. 1,000/-.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the BSDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Interested eligible bidders may obtain further information from In-Charge, Purchase, Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal Dairy Plant, Habibganj, Bhopal 462024, Phone No. : 9826066886, Email – pur.bds@sanchidairy.com

4) Downloading the Document

- (a) The bid documents will also be available in the website at <https://www.mptenders.gov.in> and can be downloaded and used as tender documents for uploading the offer.
- (b) If any change/additions/ deletions/alterations are found to be made by bidder 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 BSDS shall be free to take suitable action as deemed necessary.

5) Content of Bidding Documents

5.1 The Bidding Document includes:

- (a) Invitation for Bids;
- (b) Instruction to Bidders;
- (c) Terms & conditions of the Contract;
- (d) Scope of work;
- (e) Schedule of quantities;
- (f) Form of Bid;
- (g) Deviation statement;
- (h) Acceptable form of Bank Guarantees

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

A prospective Bidder requiring any clarification of the Bidding Documents may notify BSDS in writing or by email. BSDS will respond in writing to any request for clarification of the Bidding Documents, which it receives prior to the deadline for the submission of bids. Bidders should preferably forward their queries earlier than **10 days** prior to the bid submission date. Written copies of BSDS's response will be sent to the respective Bidder. Also, corrigendum, if necessary, will be uploaded in the e-tender Portal without identifying the source of the inquiry.

7) Amendment of Bidding Documents

At any time prior to the deadline for the submission of bids, BSDS may modify the bidding document by the issuance of amendment. The amendment will be uploaded on e-tender Portal and will be binding on them. BSDS may also at its own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the e-tender Portal for any Corrigendum/additional information on the bidding document, if any.

8) Preparation of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written preferably in the English language.

9) Submission of bid

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. All the bidders should submit/upload their online bids on <https://www.mptenders.gov.in> in Part I – Technical Bid and Part II – Price Bid. The Technical bid (Part I) shall contain all the details **EXCEPT FOR THE PRICE**.

The complete bidding document duly signed and sealed should be uploaded without any modifications/alterations, as a token of their acceptance towards the scope of work, terms and conditions of the bid unconditionally.

Full details of materials including the manufacturer's name, specification of goods offered, model no. must be uploaded in the Portal along with **Technical Bid (Part I)**, wherever requested.

Bids must be uploaded by the bidder at the e-Portal not later than the time specified for receipt of the bids in the Invitation for Bids.

The Bidder cannot modify or withdraw its bid after the last date & time of bid's submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

The bids are to be uploaded/ submitted with drawing/ specifications or as per drawings/ specifications given in the tender and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

10) Period of Validity of Bids:

The Bids shall remain valid for **90 days** from the date of bid opening prescribed by the BSDS. A bid valid for a shorter period shall be rejected by BSDS as non-responsive

11) Earnest Money Deposit (EMD)

All bids must be accompanied by EMD (in Indian Rupees only). The bid shall not be considered if the valid EMD is not available at the time of opening of Technical Bid.

EMD should be paid online in favour of Bhopal Sahakari Dugdh Sangh Maryadit, Bhopal.

EMD submitted by bidders in the previous bid will NOT be considered for this tender. Bidders must submit a fresh EMD against this tender.

No interest shall be paid on EMD for the period during which the deposit lies with BSDS. Without valid EMD, the bid shall be rejected.

Micro and small enterprises of the Madhya Pradesh State will be exempted from depositing EMD against the tender (**Bidder must submit Certificate/Document to this effect**).

The EMD may be forfeited:

- a) If a bidder withdraws or modifies its bid during the period of bid validity

OR

- b) In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase Order, and furnish Performance Security, if asked for)

Unsuccessful bidder's bid security will be discharged / returned within a maximum period of 30 days after the expiration of the period of the bid validity of 90 days from the date of technical bid opening. The successful Bidder's EMD will be discharged within 30 days upon the Bidders

executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.

12) Price:

The bidder shall indicate on the Price Bid at e-Portal the final unit prices (after considering discount, if any) **including applicable GST** for the goods/ services it proposes to deliver under the contract. Bidders must submit a bid for the full quantity specified, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award.

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

- (a) The item wise quoted price of goods to be supplied shall be indicated in the field "**Unit Rate (in Rs.)**" on the Portal on FOR site basis and shall include the charges for packing and forwarding, transportation, transit insurance, unloading and all other local costs incidental for delivery to their final destination, storage insurance (if asked for) and safe custody at recipient's place (If asked for), **excluding GST**. The % GST considered should be indicated in the field "**Applicable GST (in %)**".
- (b) The item wise quoted price for installation, testing and commissioning to be performed at the final destination by the bidder should be indicated in the field "**Unit Rate (in Rs.)**" on the Portal, **excluding GST**. The % GST considered should be indicated in the field "**Applicable GST (in %)**".
- (c) Bidder should indicate applicable HSN/SAC Code considered for items for supply and installation works, in the Excel BOQ (SOQ) at e-Portal.
- (d) Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them.

Contractors registered under Composition Scheme of GST

In case the bidder is registered under the GST Composite scheme, the price quoted shall be including applicable GST, as it may not be possible to indicate GST separately. However, in such a case, the bidder, in their **Technical bid (Part I), MUST** indicate that they are the **composite dealers and propose to supply under the GST composite scheme**.

Any applicable cess, levies shall be borne by the Contractor/ Supplier.

13) Fixed Price:

- (i) Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/Supply 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.

(ii) Payment of differential amount due to price variation on account of change in applicable taxes and duties on the invoiced items/ services shall be payable only if, the details of the taxes and duties included in the prices & HSN/ SAC code considered, is furnished in the **Technical bid (Part - I)**. If any altogether new tax and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes and duties are revised downward.

14) Bid Form

- i) The Bidder shall complete the Bid Form furnished in the Bidding Document and upload in e-Portal.
- ii) All the required documents, duly signed, should be uploaded on or before the specified date and time at e-Portal.

15) Opening of Bids

Technical bids of those bidders who have submitted the required EMD, as mentioned in the IFB, shall be opened online on the date and time specified on e-Portal.

BSDS will open the Technical bids on the time and date stated in the IFB. Bidders can witness electronic opening of bids.

Commercial bids will be opened electronically of only those bidders whose Technical Bid (Part-I) is found to be acceptable by BSDS.

16) Evaluation of bids

a)Preliminary Evaluation

BSDS will examine the technical bids to determine whether they are complete, whether required EMD and supporting documents have been furnished, and whether the bids are generally in order.

Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.

BSDS will also examine whether the bid is complete. If the price of a certain item is found as “0 (Zero)” it will be presumed the bidders have included the cost of such items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately along with their **Technical Bid (Part I)**.

Prior to the detailed evaluation, BSDS will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document 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, BSDS'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. BSDS's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. 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.

In case the required clarification are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non-responsive.

A bid determined as not substantially responsive will be rejected by BSDS and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

b)Evaluation and Comparison of Bids

The Evaluation and comparison of bid will be done on the basis of **tender wise total bid amount**(quoted price inclusive of supply, installation, testing, commissioning and maintenance) **inclusive** of applicable GST.

c)Currency of Bid

All bid prices shall be in Indian Rupees only.

17) Award Criteria

BSDS will award the contract/ Purchase Order to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

18) Signing of Contract

Within 30 days from the receipt of the Purchase Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed along with Contract Agreement & Performance Security, wherever applicable.

19) Performance Security

- (i) Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the **performance security of 10% of the Purchase Order amount** in accordance with the Conditions of Contract, in the Performance Security Form. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- (ii) Failure of the successful Bidder to comply with above mentioned requirement (as per Clause 18 & 19 (i)) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

20) Rights Reserved by BSDS

BSDS does not bind itself to accept the lowest bid. BSDS reserves the right to award the job either in part or full. BSDS at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

Note:

- i) Deviations in commercial terms and conditions of the bid are not permitted.
- ii) The Bidder should mention the HSN/ SAC Code of each item along with the Technical Bid (Part I).
- iii) GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.
- iv) Bidders to submit the following details along with Technical Bid (Part I):
 - A. State from where the goods will be supplied/ Invoices will be made:

 - B. Corresponding GST No. (of that state): -----

21) Address for Communication:

In-Charge (Purchase)

Bhopal Sahakari Dugdh Sangh Maryadit,
Bhopal Dairy Plant, Habibganj,
Bhopal 462024, M.P.
Email –pur.bds@sanchidairy.com

The detailed Terms & Conditions and Technical Specification is enclosed

Issued by: **Chief Executive Officer, BSDS, Bhopal, M.P.**
Website - www.sanchidairy.com

SECTION II - TERMS AND CONDITIONS OF CONTRACT

1. Performance Security:

The Performance Security of **10% of the contract** price shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the following form:

a. A bank guarantee issued by a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI, valid up to the warranty period plus 3 months claim period

OR

b. Demand Draft issued by any Nationalised Bank / Scheduled Bank/ Foreign Banks having branches in India in favour of Bhopal Sahakari Dugdh Sangh.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of Supplier's performance obligation, including any warranty obligations, under the Contract.

Failure of the successful Bidder to comply with above-mentioned requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security

2. Date of Delivery:

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.

3. Liquidated Damages:

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, BSDS shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

Sl. No.	Delay Period	Liquidated Damages
01	Upto 15 days	1% of the cost of Purchase Order Amount
02	Between 16 to 30 days	2% of cost of Purchase Order Amount
03	After 30 days	5% of cost of Purchase Order Amount

The BSDS may, without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 5% of the purchase order/ contract value. Once the maximum is reached, BSDS may consider cancellation / termination of purchase order/ contract, and forfeiture of performance security and/or Retention amount.

The amount of Liquidated damages will not be adjusted or set-off against any sum payable to the successful tenderer under this or any other contract with Purchaser.

4. Termination of Contract:

4.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods/Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 4.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

BSDS shall be free to cancel the order either in full or in part, in the case of non-delivery of material/ non completion of installation/ services within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid. The supplier/ contractor has no right to forfeit the advance amount received by him.

4.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

5. Terms of Payment:

For supply, installation, testing & commissioning: 100% payment shall be released within 30 days against safe receipt, acceptance of goods at site, successful completion of installation, testing & commissioning and against submission of original invoice.

*NOTE: All the bank guarantees should be in the pro-forma prescribed and from a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI. The performance and retention bank guarantees should be **valid till warranty period** plus 3 month claim period.*

The payment shall be released after receipt of Performance Bank Guarantee & duplicate copy of PO duly accepted.

6. Insurance:

In case where the purchase order is placed on "free delivery at site" including unloading basis, no insurance premium will be paid by the Purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

7. Rejection:

BSDS reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the

specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier's risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, BSDS may dispose off such goods at supplier's risk and in the manner BSDS thinks fit. BSDS shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier's risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. BSDS shall be entitled to recover the expenses made by BSDS on storage and handling of such rejected goods till the goods are removed from BSDS premises/ stores.

8. Warranty:

The supplier/ contractor must provide a warranty for a minimum period of 36 calendar months from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by BSDS. If the equipment remains out of order during this period, the warranty will be accordingly extended by the period the equipment was out of order due to non-repair by the supplier/ contractor.

9. Drawings, Specifications & Manuals:

Wherever applicable, prior to commencement of manufacturing/ fabrication, the supplier/ contractor shall have to submit for BSDS's approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment. Soft copy of the final (As built) drawings shall be submitted. In case of items for which drawings are provided by BSDS, the supplier/ contractor shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by BSDS. For such items, there is no need for the supplier/ contractor to submit the drawings to BSDS for approval prior to commencement of fabrication/ manufacture. Where documents and drawings are supplied to the supplier/ contractor by BSDS, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of BSDS in writing. All such documents and drawings shall be the property of BSDS and they must be returned to BSDS after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided along with the consignment.

10. Sub-Contract:

In the event of awarding a sub-contract to any party/parties by the supplier/ contractor for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, the supplier/ contractor must furnish the details about their sub-contract also. The responsibility rests on the supplier/ contractor regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

11. Spares :

If asked for, the supplier shall provide a list of spare parts, which will be required for the plants and equipment supplied for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.

12. Inspection:

On placement of order, the goods/equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to BSDS in triplicate. However, BSDS reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the BSDS without fail, when the goods/equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or dispatch of goods/equipment, without obtaining a clearance certificate from BSDS. The supplier should forward to BSDS the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

13. Dispatch Instructions:

The materials are to be dispatched to the destination by the mode of transport specified in order under intimation to BSDS. Depending on the type of material, the supplier shall have to carry out proper packing/crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from BSDS in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by BSDS, the supplier shall have to obtain BSDS's prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

16. Demurrage:

The supplier shall bear and reimburse to BSDS the full demurrage, if any, paid by reason of delay on their part in forwarding the original despatch documents to the destination mentioned in the purchase order.

17. Submission of Bills:

Bills in triplicate stating therein the purchase order reference along with necessary copies of despatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque/ RTGS/ NEFT according to the terms of payment mentioned in the purchase order.

19. Force Majeure:

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

20. Arbitration:

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 arising out of or in connection with the agreement/ accepted purchase order 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 mutual consent of both the parties 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 & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Bhopal (M.P.).

21. Jurisdiction:

Courts at Bhopal, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

Section III

Schedule of Requirement

Supply, Installation, Testing, Commissioning of **RP HPLC Machine at BSDS**

Sl	Item Description	Qty.	UoM	Delivery Location
1	Supply, Installation, Testing, Commissioning of RP-HPLC Machine as per technical specification, scope of work, terms & conditions mentioned in the tender with 3 year standard warrantee.	1	Set	Bhopal Sahakari Dugdh Sangh
2.1	4 th Year Annual Maintenance Charges <i>(after completion of initial 3 year standard warrantee period)</i>	1	Job.	Bhopal Sahakari Dugdh Sangh
2.2	5 th Year Annual Maintenance Charges	1	Job.	Bhopal Sahakari Dugdh Sangh

Completion Period - Within 3 Months from the date of issuance of Purchase Order.

Payment Terms for Annual Maintenance Charges – Quarterly payment shall be made within 30 days on submission of invoice at the end of each quarter.

All the bids will be evaluated on Equipment Cost (with 3 year standard warrantee) and AMC charges for additional 2 year.

The Purchase Order shall be issued for equipment Cost (item Sr. No. 1). After completion of 3 year warrantee period, separate Purchase Order for Annual Maintenance Contract for 4th & 5th year shall be issued respectively.

Section IV - TECHNICAL

SPECIFICATION

FOR

RP-HPLC Machine

Technical Specifications for Reverse Phase High Performance Liquid Chromatograph (RP-HPLC) with PDA detector

	Specification for RP-HPLC with PDA detector. [Strictly RP-HPLC is needed for ghee (MILK FAT) analysis as per FSSAI norms/orders copy attached]. BRAND TYPE- BRANDED ONLY
	SCOPE- Latest model of Reverse Phase High Performance Liquid Chromatograph (HPLC) with Auto sampler, Column oven, PDA, and other accessories. Also suitable column for Beta sitosterol analysis in Ghee & aflatoxin analysis other milk and milk products. Specification of Fssai for ghee analysis by RP-HPLC method is attached for reference. Vendor should quote only BRANDED complete unit model which is latest, fastest in scanning and delivers high throughput without affecting accuracy. End user reserves the right to verify the performance characteristics of the equipment to check the accuracy, precision, speed and ease of operation.
1. PUMP	<ul style="list-style-type: none"> a. Type: Quaternary Gradient system for mixing of 4 solvents. b. Flow rate: Minimum 0.01 to 5 ml/min or better c. Flow Rate accuracy: $\pm 1\%$ d. Flow Rate precision: 0.1 % RSD e. Proportioning accuracy $\pm 0.5\%$ f. Operation pressure: Approx. at high range 650 bar minimum
2. DEGASSING UNIT	On line degassing unit to be offered for pumps and to remove the dissolved gases.
3. AUTOSAMPLER	<p>Latest model of auto sampler should be provided.</p> <ul style="list-style-type: none"> a. Temperature setting range should be from 4°C to 40°C b. Injection Method: Total Volume injection, Variable Volume injection. c. Injection Volume Range: $0.1\text{-}100\mu\text{L}$ or more. d. Injection volume precision $\pm 1\%$ RSD Injection volume accuracy: $\pm 1\%$ a. Sample Rack for auto sampler. At least able to accommodate minimum 160 samples. Suitable numbers of rack to accommodate above sample should be provided.
4. COLUMN OVEN	<ul style="list-style-type: none"> a. Temperature range should be 5°C to 80°C or more b. Temperature accuracy: $\pm 0.8^{\circ}\text{C}$ c. Column holding capacity: Hold at least to two full length, 30 cm columns
5. PHOTO DIODE ARRAY DETECTOR	<ul style="list-style-type: none"> a. Wavelength range: 190 nm to 800 nm. b. Wavelength accuracy: $\pm 1\text{ nm}$. c. Drift: $\leq 1 \times 10^{-3}$ AU/h d. Flow cell: Standard flow cell e. Linearity should be minimum 2AU f. One number of D2 lamp should be provided extra

g.	
6h.	Fluorescence Detector
	<p>Light source Xenon flash lamp.</p> <p>Wavelength Range for Excitation :200-630nm for Emission: 265–650 nm.</p> <p>Data Collection Rate must be 100 Hz for single channel acquisition.</p> <p>Single Spectrum Scans or FL Field Acquisitions: Excitation, emission, or synchronous mode.</p> <p>Number of signal channels: 1</p> <p>Spectral Bandwidth of the detector should be Excitation: 20 nm; Emission: 20 nm.</p> <p>Sensitivity Raman Criteria must be S/N: >500 ASTM over the entire lifetime of the lamp.</p> <p>Flow cell volume 8μL</p> <p>Flow Cell Thermostatting 15 °C above ambient to 50 °C should be maintained.</p> <p>Vendor will quote Photochemical Derivatization unit along with system for aflatoxin analysis</p>
7.	SOFTWARE -Latest version
a.	Software Computer System for Single point control of the entire HPLC system through PC should be offered. Software should support all quantification.
	b. Customizable data reports, online help wizards Report publisher/ Report can be stored at PDF format..
8.	COLUMNS :
a.	C18 Columns 250-4.6, 5 μ m,
	b. Alsosuitable column for Beta sitosterol other ghee Aflatoxin and antibiotic residue in milkanalysis. Specification of FSSAI for ghee analysis by RP-HPLC method is attached for reference.
9.	<p>COMPUTER -Suitable computer system with monitor size 24" & PRINTER should have both sides printing facility. The CPU & monitor warranty should start after installation.</p> <p>Vendor should provide branded PC of below configuration along with a suitable printer suitable for equipment operation with sufficient data storage, speed and ease of operation. Sufficient port for transferring online data and support data transmission.</p> <p>Latest model of computer i7 branded (ACER/ HP/ Dell) 10 gen or more with following specifications: Monitor: Minimum 24" or better LCD/LED, Wireless mouse and keypad should be supplied,</p> <ul style="list-style-type: none"> • 1 GHz CPU speed (minimum) <ul style="list-style-type: none"> • 16 GB RAM • 64 GB free disk space • NTFS File system • 4 x USB connector • 1 GB Ethernet • DVD R/W Drive • Windows 10, Professional 64-Bit versions • Hard Drive (HDD) 1 TB

	<ul style="list-style-type: none"> • Printer - Ink tank colour compatible printer with wi fi, ethernet facility should be provided.
10.	WARRANTY and AMC <ul style="list-style-type: none"> a. One-year Warranty from the date of installation to be provided. b. Vendor should provide AMC charges for 3 years after initial 1 year warranty. <p>Scope of AMC work:</p> <p>Supplier shall quote the charges for three year of annual maintenance contract (AMC) with 4 maintenance visit per year and breakdown visit as and when required. During AMC period if any spare parts to be replaced, the same shall be purchased and provided by purchaser and the contractor shall install the same under the AMC scope without any cost.</p>
11.	METHOD SETUP <ul style="list-style-type: none"> a. Method setup for beta Sitosterol as per FSSAI protocol. [Strictly RP-HPLC is needed for ghee (MILK FAT) analysis as per FSSAI norms/orders.
12.	SPARES & CONSUMABLES <p>Maintenance kits shall be provided for all relevant components/accessories of equipment.</p>
13.	IQ/OQ/PQ Supplier shall perform all the tests during the Installation.
14.	Requirement of 05 KVA UPS with 60 mins (1.0Hrs) back up time is must.
15.	<p>It is the responsibility of vendor to supply a complete solution / unit for the analysis.</p> <p>Vendor should be able to supply all the spares/consumable required for repair at least 10 years after installation. The supplier should have inventory of spare parts and consumables in India. Stock inventory- The supplier shall keep inventory of spares and consumables in India for the repair of equipment.</p> <p>Kindly submit the undertaking for the same.</p> <p>Delivery- Delivery scheduled may be changed by the buyer and If delivery of product will be delayed then penalty will be imposed as per tender conditions.</p> <p>Finalization of the bid will be done including whole machine cost with all terms and conditions and comprehensive maintenance charges mentioned in this bid/ATC.</p>
16.	All calibration standards/solution shall be offered
a.	<p>Training</p> <ul style="list-style-type: none"> i. One month (10 days each part) operational training after installation covering RP-HPLC machine software features, instrument troubleshooting and maintenance. ii. Supplier shall also provide application training on method development and standardization as and when required.

**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
NOTIFICATION**

New Delhi, the 27th December, 2021

F.No*Method for determination of adulteration of vegetable oil in ghee by RP-HPLC as notified vide FSSAI

Office Order:File No. 1-90/FSSAI/SP(MS&A)/2009 dated 25th March,2019

Table1.

The fatty acid composition of ghee as determined by GLC (expressed as percentage of total fatty acids)

Type of fatty acid	Fatty acid composition (percentage)
Saturatedfattyacids	
C4:0,Butyricacid	1-5
C6:0,Hexanoicacid(Caproic acid)	0.5-2.2
C8:0,Octanoic acid(Caprylic acid)	0.4-1.5
C10:0, Decanoic acid(Capricacid)	0.8-5
C12:0, Dodecanoic acid(Lauricacid)	1.5-4
C14:0,Tetradecanoic acid(Myristic acid)	6-13
C16:0, Hexadecanoic acid(Palmitic acid)	22-38
C18:0, Octadecanoic acid(Stearic acid)	8-19
Mono- unsaturated fattyacids	
C16:1(Cis9), (Hexadecanoic acid(Palmitoleicacid)	0.9-2.8
C18:1(cis 9) 9-Octadecenoic acid(Oleicacid)	19-32
Poly-unsaturated fattyacids	
C18:2(cis 9,12), 9,12-Octadecadienoic acid(Linoleicacid)	0.5-3.5
C18:3(cis 9,12,15)9,12,15-Octadecatrienoic acid	0.3-1.0

Section V

Price Schedule

Supply, Installation, Testing, Commissioning of **RP-HPLC Machine at BSDS, Bhopal, M.P.**

Sl	Item Description	Qty.	UoM	Unit Rate (Rs.)	Applicable GST %	Total Amount Incl. GST. (Rs.)
1	Supply, Installation, Testing, Commissioning of RP-HPLC Machine as per technical specification, scope of work, terms & conditions mentioned in the tender	1	Set	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.
2.1	4 th Year Annual Maintenance Charges	1	Job.	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.
2.2	5 th Year Annual Maintenance Charges	1	Job.	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.	Rates to be entered at e-Tender Portal Only.
Total Amount incl. GST.						

Note:

- 1. Rates to be entered at e-Tender Portal Only.**
- 2. Payment Terms for Annual Maintenance Charges** – Quarterly payment shall be made within 30 days on submission of invoice at the end of each quarter.
- 3.** All the bids will be evaluated on Equipment Cost (with 3 year warranty) and AMC charges for additional 2 year.
- 4.** The Purchase Order shall be issued for equipment Cost (item Sr. No. 1). After completion of 3 year warranty period, separate Purchase Order for Annual Maintenance Contract for 4th & 5th year shall be issued respectively.

SECTION VI- FORM OF BID

FORM OF BID

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

Date: _____

Ref. No.: BSDS/PUR/QC/2025/10

TO: Chief Executive Officer,
Bhopal Sahakari Dugdh Sangh Maryadit,
Bhopal Dairy Plant,
Habibganj, Bhopal 462024

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Drawings 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 Quantities of the Bid Document, from the date of receipt of your Purchase Order.

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 **90 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 _____ 2025.

Signature

(In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder): _____

Name of Witness: _____

Signature: _____ Address: _____

Form – A
(To be filled and uploaded - mandatory)

To,
Chief Executive Officer
Bhopal Sahakari Dugdh Sangh
Maryadit (BSDS), Bhopal

Dear Sir,

Please find enclosed herewith scan copy of EMD submitted by us (payment receipt), The details are EMD No..... dtd..... for Rs..... Bank Name..... towards deposit.

Seal & Signature of the tenderer/bidder.

Form – B
(To be filled and uploaded -mandatory)

To,
Chief Executive Officer
Bhopal Sahakari Dugdh Sangh
Maryadit (BSDS), Bhopal

Dear Sir,

I/We hereby furnish below some particulars about our company/unit which will form a part of our offer submission:

1. Name of the Co. /Unit : _____
2. Address of the Co. /Unit : _____

3. Telephone Nos. (With STD) : _____
FAX No. : _____

Email ID : _____

4. Name of the CEO/Proprietor/ Partner: _____

5. Name and designation of other : _____

Authorized signatory of the Co./Unit _____

6. Particulars of Regn. Certificate : _____
Issued by the competent authority
(Regn No. & Date)

7. We are manufacturer/distributor/dealer/supplier ofM/s (with proof) (copy attached yes/no)

8. GST NO. _____ dated _____ (copy attached yes/no)

9. PAN Number(Permanent Account Number- Income Tax) : (copy attached yes/no)

10. Have your Co./Unit or its sister concern ever been black listed/ debarred by MPCDF or its Milk Unions or GOI /GOMP & its undertaking ? YES / NO (copy attached yes/no)

11. Firm registration. (copy attached yes/no)

12. ITR - last Three Financial year (copy attached yes/no)

13. Experience certificate, last three years, for this please submit work order/purchase order/contract/agreement letter (copy attached yes/no)

14. Blacklist declaration (copy attached yes/no)

15. Acceptance to tender scope of work, terms and conditions. (yes)

**Seal & Signature of the
Authorized Signatory of the Co./Unit**

Section VII

Special Condition of Contract

Special Conditions:

1. If needed, Negotiations will be done for prices and as well as terms & conditions; only with the bidder who offers the lowest rate.
2. The supplier shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract without prior written permission of purchaser.
3. No person or firm is permitted to submit more than one tender under different names. If found, the bids of all involved bidders/firms shall be rejected.
4. If for any reason the successful bidder refuses to accept purchase order / fails to supply as per purchase order / backs out at a later date then the BSDS reserve the right to cancel the order and make purchases from other available alternate sources, at the risk and cost & expenses of the defaulting bidder supplier and firm could be blacklisted for all future dealings. Also the EMD/Security deposit would be forfeited. No further correspondence will be treated/accepted regarding this.
5. Bidder to mention list of spares with unit rate (excluding GST) for reference purpose only. The detailed list of spares to be provided along with technical bid.

SECTION VIII- DEVIATION STATEMENT

DEVIATION STATEMENT FORMS

TECHNICAL DEVIATION STATEMENT

FORM PART-A (BSDS/PUR/QC/2025/10)

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

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

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:
the

Signature and seal of

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 (BSDS/PUR/QC/2025/10)

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

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

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**"

SECTION IX

CONTRACT FORM

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

THIS AGREEMENT is made at _____ on the _____ day of _____, 2025 between *[name and address of BSDS]*, (hereinafter called "Principal") of the one part and _____ (hereinafter called "the Contractor") of the other part:

WHEREAS Bhopal Sahakari Dugdh Sangh Maryadit being desirous of getting the tendered work done and accordingly the Supplier/Contractor has accepted a bid in response to the BSDS's Bidding Document Reference _____ with regards to undertaking of the _____ (description of the WO/PO), for a sum of Rs. _____ (Rupees) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions and in Section II & Section IV in the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - a. the offer and price schedule submitted by the Contractor;
 - b. the schedule of requirement/list of items and the technical specifications in Section III, IV and VII in the above referred Bidding Document;
 - c. The terms and conditions in the above referred Bidding Document;
 - d. The Principal's PO/Work Order No. _____ dated _____ (File ref.: _____)
3. In consideration of the payments to be made by the Principal to the Contractor, the Contractor hereby covenants with the Principal to undertake the work (as per the tender) and to remedy defects therein in conformity in all respects with the provisions of the Work Order given by the Principal and Bidding Document.
4. The Union hereby covenants to pay the Contractor, in consideration of undertaking the work / Mechanical and Electrical work and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the Work Order at the times and in the manner prescribed in the Work Order and Bidding Document.
5. Arbitration: 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 arising out of or in connection with the agreement/ accepted purchase order 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 “BSDS” 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 & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Bhopal (M.P.).

6. Jurisdiction: Courts at Bhopal, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by
the said

Signed, Sealed and Delivered by
the said

Authorized Signatory
BSDS

Authorized Signatory
(For the Contractor)

In the presence of:
Witness

In the presence of:
Witness

1) Signature

1) Signature

Name
Address

Name
Address

2) Signature

2) Signature

Name
Address

Name
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.)

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: *[insert the name of the Purchaser]*

WHEREAS _____ *[name and address of Supplier]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee 11]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 90 days following the Completion date of the Contract including any warranty obligations, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____