

**VILAS SAHAKARI SAKHAR  
KARKHANA LTD.,  
VAISHALINAGAR NIVLI, TQ & DIST. LATUR**



**TENDER FOR COOLING TOWER**



# Vilas Sahakari Sakhar Karkhana Ltd.,Vaishalinagar, Nivli,

Tal. & Dist. Latur ( Maharashtra)

(02382)-277622 (02382) 277631

E-mail: [vilassugar1@gmail.com](mailto:vilassugar1@gmail.com)

Ref :-VSSK/ Tender/ 2723 /2020-21

Date:- 17/02/2021

## TENDER NOTICE

**Online Tenders in prescribed format are invited from the reputed manufacturers who are on approved list of NFCSF and who have successfully Installed and commissioned minimum Three plant in India for the purpose of the following jobs.**

**Design, Manufacture, Procure, Supply, erection , and commissioning of following Plants.**

Sr.No	Particulars	Tender fees in (RS)	EMD in (RS)
01	Cooling Tower	1000/-	50000/-
02	Electrical Package ( Transformer, MCC,LT,VFD, Cables )	5000/	105000/-
03	EOT Crane	1000/-	20000/-
04	Bagasse Handling System	5000/-	125000/-

### Terms & Conditions

- Blank Tender forms will be at website <https://eprocurement.synise.com> from the date 19.02.2021 to 01.03.2021.
- The Online submission of Tender will be submitted on or before 05.03.2021.
- Pre Bid & Technical bid meeting date and place will be informed later.
- Tenderer shall pay the Tender fees + 18 % GST. through RTGS/NET Bank details are as under.  
Name of beneficiary – Vilas SSK Ltd.,  
Name of Bank - Bank of India.  
Branch Code - 0641  
IFSC Code - BKID0000641  
Account No. – 064120100000571
- EMD as mentioned above in the form of Demand Draft / Bank Guarantee of Nationalized Bank and drawn in favor of sugar mill , payable at Latur. Tenderer shall upload the scan copy of EMD & original EMD shall be submitted to Karkhana.
- Sugar Mill reserves the right to accept or reject the tender without assigning any reason thereof.
- The Following documents to be upload online.
  - NFCSF Registration Certificate.
  - No deviation Certificate.
  - Three Plant Performance & Successful trial certificate.
  - Statement of Credentials.
  - Income Tax Return certificate for last five years.
  - Turnover for Last five years.
  - Diagrams.
  - EMD

Amit Deshmukh  
Founder Chairman

Smt. Vaishali Vilasrao Deshmukh  
Chairman

J.S. Mohite  
Managing Director

Ravindra V. Kale  
Vice Chairman

# **--: TENDER :--**

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# INSTRUCTIONS TO BIDDERS

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## I. INSTRUCTIONS TO BIDDERS

### 1. Scope

- 1.1 M/s.Vilas Sahakari Sakhar Karkhana Ltd., (hereinafter referred to as the **PURCHASER**) wishes to receive the Bid for the supply, delivery, installation and commissioning of the goods, materials and equipment (such goods, materials and equipment hereinafter referred to as the goods) as described in the various sections in annexure I of the bid documents, for their sugar unit at Vaishalinagar, Nivali, Taluka and District – Latur in Maharashtra.
- 1.2 All bids are to be completed and submitted to the **PURCHASER** / CONSULTANT in accordance with these instructions to **BIDDERS**.
- 1.3 Before submitting the offer, the **BIDDERS** are advised to inspect the site and the environment and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
- 1.4 M/s. Vasant Dada Sugar institute Manjri (BK) Tq. Hawali Dist. Pune(M.S.) will be our consultant here in after referred to as consultant.

### 2. Bidding Documents

- 2.1 The required goods and services, bidding procedures and contract terms are prescribed in this volume I of the bidding documents. The annexure I, of the bidding documents gives the technical specification according to which the equipment is to be designed, manufactured and erected
- 2.2 **BIDDERS shall carefully study all sections of these bidding documents and shall clearly indicate in the schedule of deviations, all deviations from technical specification as well as those from general terms and conditions. If no deviation is indicated in the schedule of deviations or except for the deviations indicated, it will be understood that in all other aspects, the offer conforms to the specification and the PURCHASER reserves the right to evaluate the bid as such without any further reference to the BIDDER.**
- 2.3 If the **BIDDER** indicates any comment on this specification in their bid, the same will not be accepted. No extra claims on account of the lack of understanding of the clauses/articles on the part of the **BIDDER** will be entertained by the **PURCHASER** after the award of contract.
- 2.4 **BIDDERS shall furnish all the data/information called for in the various schedules, failing which the bid will be considered as incomplete and non-responsive and the PURCHASER reserves the right to reject the bid**

### **3. Clarification on bidding documents**

- 3.1 In case, any clarification is required, the **BIDDER** shall obtain the same from the **PURCHASER/CONSULTANT** in writing by E-mail or by letter or in person so as to ensure submission of bid on or before the bid closing date. All such clarifications shall be binding both on the **PURCHASER** and the **BIDDERS**.
- 3.2 All communications seeking clarification shall be sent to the **CONSULTANTS**.

### **4. Amendment of Bidding Documents**

- 4.1 At any time prior to the deadline for submission of bid, the **PURCHASER** may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective **BIDDER**, modify the bidding documents by amendment.
- 4.2 The amendment shall be part of the bidding documents and will be notified in writing or by fax or E-Mail to all prospective **BIDDERS** who have received the bidding documents, and will be binding on them. **BIDDERS** will be required to acknowledge receipt of any such amendment to the bidding documents.
- 4.3 In order to afford prospective **BIDDERS** reasonable time in which to take the amendment into account in preparing their bid, the **PURCHASER** may, at their discretion, extend the deadline for the submission of bid.

### **5. Qualification of BIDDERS**

- 5.1 Only **BIDDERS** who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work, duly detailing their experience along with the offer. Offers from **BIDDERS** who do not have proven and established experience in the field are not likely to be considered.
- 5.2 The documentary evidence of the **BIDDER's** qualifications to perform the contract if the bid is accepted shall be established to the **PURCHASER's** satisfaction
- 5.3 In the case of a **BIDDER** offering to supply goods under the contract which the **BIDDER** does not manufacture, the **BIDDER** shall have been duly authorized by the good's manufacturer, to supply and service the goods in India.
- 5.4 In the case of a **BIDDER** where a collaborator is associated with this bid, the bid shall be accompanied by a document addressed to the **PURCHASER** and signed by the collaborator declaring the collaboration agreement.
- 5.5 In addition to the above, to be eligible for the award of the contract, all of the following basic criteria shall be fulfilled. Performance of such installations shall be satisfactory and necessary documentary evidence to prove this shall be along with the bid.

- 5.5.1 The **BIDDERS** should be manufacturers / authorized representatives of manufacturers of sugar machinery..
- 5.5.2 The **BIDDERS** should have designed, engineered, supplied, erected and commissioned a sugar plant and the unit should be in operation for a minimum period of two (2) seasons.

## **6 Previous Experience**

- 6.1 A statement giving particulars, duly supported by documentary evidence of the various services rendered for similar work by the **BIDDER** indicating the particulars and value of each work, the site location and the duration and date of completion and also such work that are under progress shall be submitted by the **BIDDERS** along with their offers.

## **7. Documents Comprising the Bid**

- 7.1 The bid prepared by the **BIDDER** shall comprise of the following:
- a) Completed bid form and with complete technical details including the data sheets and all schedules completed in accordance with the requirement of Annexure I
  - b) Documentary evidence established to the requirement of the relevant clause that the **BIDDER** is qualified to perform the contract if the bid is accepted.
- 7.2 The bid prepared by the **BIDDER** shall be in two (2) parts.

Part - I - Technical & Unpriced Commercial Bid

Part - II - Price Bid

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### 7.3 PART - I - TECHNICAL & UNPRICED COMMERCIAL BID

Technical bid shall indicate the following to the extent applicable:

- a) **BIDDER's** confirmation that the goods and ancillary services to be supplied by the **BIDDER** conform to the bidding documents.
- b) Complete scope of supply supported by documents, brochures, standards, catalogue etc. as applicable.
- c) Layout drawings and sketches with dimensions of equipment and indicating limits of supply.
- d) **BIDDER** shall state the names of the manufacturers proposed for every equipment / item of materials which is not of his own manufacture and establish that the **BIDDER** is duly authorized by the manufacturer to supply such goods in India. The sub-vendor's written confirmation that they will supply the spares for the items of their manufacture directly to the **PURCHASER** if and when such a request is made shall be enclosed.
- e) Planning for erection and commissioning.
- f) Delivery schedule and place of manufacture / delivery
- g) Manufacturing schedule with brief statement of the activities and time estimation leading to quoted delivery separately for each category of equipment
- h) Reference list of customers using similar equipment and materials.
- i) Complete filled up data sheets as requested by **PURCHASER / CONSULTANT**.
- j) Lubrication schedule.
- k) Information on shipping weights and cubage (length, width and height) with special attention to heavy and oversize packages.
- l) Statement regarding expiry date of labour contracts at the **BIDDER's** manufacturing works.
- m) Current certified financial statement and organization chart
- n) Deviation from **PURCHASER's** specification (technical conditions), if any.



**Unpriced Commercial Bid shall indicate the following**

- a) Terms of Payment acceptance
- b) Confirmation that firm prices have been quoted.
- c) Statement that all taxes and duties levied by the exporting country/India are included.
- d) Acceptance of general terms and conditions of the purchase.
- e) Terms and conditions for deputing engineers and technicians.

7.4 PART - II - PRICE BID

Should cover the bid price and other related costs.

## 8. Price and Rates

8.1 The price to be quoted by the **BIDDERS** shall be in Indian rupees and the

quotation shall be in accordance with the requirement of the relevant schedules in the bid specification.

It is to be clearly understood that the total contract price is inclusive of the following cost.

a) Foundation bolts, nuts and packing plates.

b) cost of all other items which are necessary for completing the supply of the machinery & equipment as per scope of supply.

c) All taxes, duties and octroi paid by the seller or their sub-contractors on raw materials, components and other materials for their own manufacture of finished equipment or part of finished equipment.

d) customs duty on imported raw material and finished goods

(Price shall) exclusive of the total amount in respect of Central/State Sales Tax, excise duty, special excise duties, local taxes and any other taxes or duties, and octroi at the destination point only imposed by law leviable on the Machinery and Equipment supplied to the Purchaser on the Machinery and Equipment dispatched from Seiler's works and/or on finished bought out items supplied directly to Site from sub-contractors works. All the above details of taxes, duties and special excise duties actually paid by the Seller shall be details of taxes, duties and special excise duties actually paid by the Seller shall be shown separately for own manufactured items and for bought out items and claimed by the Seller from the Purchaser as a reimbursement of the same, in each invoice/bills to be submitted by the Seller. The amount shown in Seller's bill for payment of all such taxes, surcharges and duties will be computed on the basis of relevant statutory provisions in force on the date of dispatch and shall be the actual amount as paid by the Seller. The Seller shall furnish to the Purchaser with their bills photocopies of excise duty invoice/any other documentary evidence in support of excise duty and special excise duty paid both for base price and price escalation bills.

8.2 The prices quoted shall be for complete supply, inspection, packing and forwarding, freight, port clearances, statutory fees payable, unloading at site, erection, commissioning and testing of equipment and handing over the same to the **PURCHASER**.

8.3 The **BIDDER** shall furnish split up prices as called for in the relevant schedule of tender..

## 9. Validity and Firm Price

9.1 The prices quoted by the **BIDDERS** shall be kept open and valid for acceptance for a minimum period of ninety (90) days from the date of opening of the offers. The quotation shall be for the entire scope of work on the '**FIRM PRICE**' basis. No escalation whatsoever is acceptable. The quotations not on the basis of '**FIRM PRICE**' will be treated as non-responsive and they run the risk of rejection.

9.2 Prices shall be written in both words and figures. In the event of difference, the prices in words shall be valid and binding. Unit prices shall be considered correct

in the event of any discrepancy with regard to the total price.

## **10. Format and Signing of Bid**

- 10.1 The original bid form and accompanying documents clearly marked “Original”, plus three (3) copies must be received by the **PURCHASER / CONSULTANT** at the date, time and place specified, pursuant to clauses-15 and 16. In the event of any discrepancy between the original and the copies, the original shall govern.
- 10.2 The original bid shall be typed or written in indelible ink and shall be signed by the **BIDDER** or a person or persons duly authorized to sign on behalf of the **BIDDER**. Such authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid. The name and position held by each person signing must be typed or printed below the signature.
- 10.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors and such corrections shall be initialed by the person or persons signing the bid.

## **11. Sealing and Marking of Bid**

- 11.1 The **BIDDERS** are requested to prepare their offers and upload duly signed and stamped by signing authority on each and every page

## **12. Deadline for Submission of Bid**

- 12.1 **The original TECHNICAL & UNPRICED COMMERCIAL BID, PRICE BID and EMD** together with the required copies, must be upload by the **PURCHASER** not later than the time and date as mentioned in the tender notice.
- 12.2 The **PURCHASER** may, at their discretion, extend the deadline for the submission of bid by amending the bidding documents, in which case all rights and obligations of the **PURCHASER** and **BIDDERS** previously subject to the deadline will thereafter be subject to the deadline as extended.

## **13. Modification and Withdrawal of Bid**

- 13.1 The **BIDDER** may modify or withdraw the bid after submission of bid, provided that written notice of the modification or withdrawal is received by the **PURCHASER** prior to the deadline prescribed for submission of bid.
- 13.2 The **BIDDER's** modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause-15. A withdrawal notice may also be sent by E-mail or fax but must be followed by a signed confirmation copy.

- 13.3 No bid shall be modified subsequent to the deadline for submission of bid.
- 13.4 No bid shall be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the **BIDDER** on the bid form.

#### **14. Acceptance / rejection of quotation**

14.1 The acceptance / rejection of the bid will rest with the **PURCHASER** who do not bind themselves to accept the lowest bid or any bid and reserve to themselves the full rights for the following without assigning any reason whatsoever.

- To reject any or all of the bids.
- To split up the work amongst two or more **BIDDERS**.
- To award the work in part.

14.2 Conditional and unsigned bids, bids containing absurd or unworkable prices bids which are incomplete and otherwise considered defective and bids not in accordance with the tender conditions and specification, etc., are all liable to be rejected.

14.3 If a bidder quits business after the submission of the bid or after the acceptance of their bid, the **PURCHASER** may at their discretion reject such bid. If a partner of a firm exists from business after the submission of the bid or after acceptance of the bid, the **PURCHASER** may cancel such a bid at their discretion unless the firm retains its character.

14.4 The successful **BIDDER** should not sub-contract a part of the complete work undertaken by them without written permission from **PURCHASER**. The **BIDDER** on whom the contract is awarded is solely responsible to the **PURCHASER** for the completion of the awarded work.

#### **15. Opening of the price Bids by Purchaser**

15.1 The technical bids will be evaluated with regard to the scope, terminal points, exclusions and the general technical specifications of all the equipment to be supplied by the **BIDDER** and the qualification of the **BIDDER** to execute the job.

15.2 Subsequent to the technical evaluation, the **PURCHASER** will inform the qualified **BIDDERS** to attend the opening of **Price Bids in the presence of BIDDER's representatives**

#### **16. Process to be confidential**

16.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to the

**BIDDERS** or any other persons not officially concerned with such process. Any effort by a **BIDDER** to influence a **PURCHASER's** processing of bids or award decisions may result in the rejection of the **BIDDER's** bid.

## **17. Evaluation and Comparison of Bid**

17.1 The **PURCHASER** will evaluate and compare the bid previously determined to be substantially responsive.

## **18. Notification of Award**

18.1 Prior to the expiration of the period of bid validity, the **PURCHASER** will notify the successful **BIDDER** by E-mail or fax to be confirmed by letter that their bid has been accepted and this "notification of award" as above will constitute formation of contract".

18.2 The successful **BIDDER** on receipt of "notification of award" shall convey his acceptance by return E-mail or fax and to be confirmed by letter within 10-days.

18.3 Delivery shall be counted from the date of receipt of this "notification of award".

## **19. Award of contract and purchaser's right to vary quantities at the time of award.**

19.1 The **PURCHASER** will award the contract to the successful **BIDDER** whose bid has been determined to be substantially most responsive after the final negotiations held with the most competitive **BIDDERS**.

19.2 Wherever applicable, the **PURCHASER** reserves the right at the time of award of the contract to increase or decrease by up to 40% the quantity of goods and services without any change in unit price or other terms and conditions.

19.3 Under possible circumstances, the **PURCHASER** reserves the right to split the contract which may result from this enquiry, between two or more **BIDDERS** at the prices accepted.

## **20. Signing of contract**

20.1 **PURCHASER** will send the contract to the successful **BIDDER** , within seven (7) days of its receipt, shall countersign and return it to the **PURCHASER** as a token of unconditional acceptance failing which, the **PURCHASER** has the right to cancel / withdraw the contract.

## **21. Verification by purchaser**

21.1 All statements submitted by **BIDDER** regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the **PURCHASER** either before placement of order or after placement of

order. If any data submitted by the contractor at the bid stage is found to be incorrect, the offer is liable to be rejected or the contract is liable to be terminated.

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**IMPORTANT**

THE OFFER SHALL BE BASED ONLY ON THE TERMS AND CONDITIONS GIVEN IN THESE BID DOCUMENTS. AS THERE WILL NOT BE ANY TECHNICAL DISCUSSIONS OR CLARIFICATIONS SOUGHT FROM THE BIDDERS, AFTER SUBMISSION OF THE BIDS, THE BIDDERS ARE ADVISED TO PREPARE THE BIDS COMPLETELY IN LINE WITH THE TENDER REQUIREMENT WITHOUT ANY DEVIATIONS. IN CASE THE BIDDERS NEED ANY CLARIFICATIONS ON THE TENDER DOCUMENTS, THEY ARE ADVISED TO CONTACT THE CONSULTANT OR GET THEIR POINTS CLARIFIED IN THE PRE -BID MEETING TO BE HELD ON ----- AT ----- BEFORE THE SUBMISSION OF THE BIDS. THE OFFER OF ANY BIDDER GIVING THEIR OWN SEPARATE SET OF TECHNICAL AND COMMERCIAL TERMS AND CONDITIONS WILL BE CONSIDERED AS NON-RESPONSIVE AND REJECTED.

BIDDERS SHOULD ENCLOSE NECESSARY DOCUMENTS / PROOFS TO GET QUALIFIED.

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## 1. GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

### 1.1 Make of plant and machinery

The make of the main components to be supplied by the SUPPLIER shall be one of the makes specified in the LIST OF APPROVED MAKES OF COMPONENTS given in ANNEXURE I of this bid document. If the make of the component is not one of the vendors given in the approved list, the approval from the PURCHASER / has to be obtained.

### 1.2 Inspection and tests

- 1.2.1 The **PURCHASER / CONSULTANT / PURCHASER INSPECTION AGENCY**, shall have the right to inspect the work being carried out under this contract and to test the goods to confirm their conformity to the specification. The Special Conditions of Contract or the specification or both shall specify what inspections and tests the **PURCHASER** requires and where they are to be conducted. The **PURCHASER** shall notify the **SUPPLIER** in writing of the identity of **PURCHASER's/CONSULTANT's** technical staff retained for this purpose. Notwithstanding the inspection mentioned above, the **PURCHASER** has the right to reject the goods even after the supply, if they do not conform to the specification, and any defect found at the time of installation and commissioning shall be rectified at **SUPPLIER's** cost and / or replaced if the defect cannot be rectified.
- 1.2.2 The inspections and tests may be conducted at the premises of the **SUPPLIER** or their sub-contractor(s), at point of delivery and at the final destination of goods. Where conducted at the premises of the **SUPPLIER** or their sub-contractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the **PURCHASER**.
- 1.2.3 Should any inspected or tested goods fail to conform to the specification, the **PURCHASER** may reject them, and the **SUPPLIER** shall either replace the rejected goods or make all alterations necessary to meet the requirement of the specification, free of cost to the **PURCHASER**.
- 1.2.4 The **PURCHASER's** right to inspect, test and , where necessary, reject the goods after its arrival at the site of installation (the rejection shall be with proper justification and reasonably adequate time will be given to the **SUPPLIER** to remedy the default) shall in no way be limited or waived by reason of the goods' having already been inspected, tested and passed by the **PURCHASER** or their representatives prior to dispatch of the goods.
- 1.2.5 Nothing in the clause -1.2 shall in any way release the **SUPPLIER** from any warranty or other obligations under the contract.

### 1.3 Bank Guarantees

- 1.3.1 The bank / insurance shall furnish to the **PURCHASER** at their own cost four (5) guarantees as specified below in the form of the **PURCHASER** after mutual discussions between the **SUPPLIER** and the **PURCHASER**.
- 1.3.2 The bank / insurance guarantee in respect of timely delivery and supervision of erection and commissioning of the plant representing 5% of the contract price, in the form of the **PURCHASER** after mutual discussions between the **PURCHASER** and the **SUPPLIER**, before starting the despatch of materials / goods. This guarantee shall be valid up to ninety days after the scheduled date of commissioning. In the event of non-submission of delivery and the commissioning guarantee, in the form of **PURCHASER**, after mutual discussions between the **SUPPLIER** and the **PURCHASER**, the **SUPPLIER** shall deduct from all their bills equivalent amount of Bank / Insurance guarantee till such time the Bank / Insurance Guarantee is furnished before drawing their bills through L.C. or sending the documents through bank to the **PURCHASER** for retirement.
- 1.3.3 The Bank / insurance guarantee in respect of guaranteed performance of the plant and machinery supplied by the **SUPPLIER** representing five percent (5%) of the contract price, in the form of the **PURCHASER**, after mutual discussions between **PURCHASER** and **SUPPLIER**, before eight (8) months of scheduled commissioning of the plant. This guarantee shall be valid upto the end of the second crushing season from the date of commissioning. In the event of non-submission of performance guarantee, in the form of the **PURCHASER** after mutual discussions between the **PURCHASER** and **SUPPLIER**, the **SUPPLIER** shall deduct from their all bills, equivalent amount of bank / insurance guarantee till such time the bank / insurance guarantee is furnished, before drawing their bill through L.C. or sending the documents through Bank to the **PURCHASER** for retirement.
- 1.3.4 Three Bank guarantee in respect of advance payment in three installments representing 5%, 7.5% & 7.5% of the contract price including cost of necessary facilities, in the form set out by the **PURCHASER**, before drawing each installment of advance. These guarantees will be automatically adjusted and reduced with the progress of delivery as stated herein.
- 1.3.5 The amount of the guarantee under clause 1.3.2 and 1.3.3 shall be reviewed by the parties
- 1.3.6 If the **SUPPLIER** shall abandon this contractor otherwise fail to supply and deliver the plant within the scheduled period or any extension thereof granted by the **PURCHASER** or if the work or any part thereof is taken out of the **SUPPLIER** hands, then and in any such case the **SUPPLIER** shall refund to the **PURCHASER** within thirty (30) days of demand such part of the advance payments hereunder made as the **PURCHASER** may deem fit to protect their interest.

- 1.3.7 The bank / insurance guarantee or guarantees required to be furnished by the **SUPPLIER** under the provisions thereof to secure the timely delivery or performance of the plant and machinery supplied by the **SUPPLIER** or for any other purpose under the provisions thereof shall be in the form of the **PURCHASER** and the **SUPPLIER**, which forms shall invariably include the provision that the decision of the **PURCHASER** as to whether there has been any loss or damage or default and or negligence on the part of the **SUPPLIER** will be final and binding of the guarantor, that the right of the **PURCHASER** shall not be affected or suspended by the reason of the fact that any dispute or disputes have been raised by the **SUPPLIER** with regard to their liability of that proceedings are pending before any tribunal / arbitrators or court with regard thereto or in connection therewith, that the guarantor shall pay to the **PURCHASER** the sum under the guarantee(s) without demur or first demand and without requiring the **PURCHASER** to invoke any legal remedy that may be available to them, that it shall not be open to the guarantor to know the reason of or to investigate or to go into the merit of the demand or to question or to challenge the demand or to know any facts affecting the demand or to require proof of the liability of the **SUPPLIER** before paying the amount demanded by the **PURCHASER**, under the guarantee(s).

In case of invocation of any bank guarantee by the **PURCHASER** the same should be countersigned by the Commissioner of Sugar, Maharashtra State. The Bank / Insurance Guarantee or guarantees required to be furnished by the **SUPPLIER** under the provisions thereof to secure the timely delivery or performance of the plant and machinery supplied by the **SUPPLIER** or for any other purpose under the provision hereof shall be for such period as may cover the period of complete supply and performance respectively, as the case may be as stipulated under the tender, if, however, the period of agreement is extended due to force major. The **SUPPLIER** shall have such guarantee extended upto the corresponding extended period, and failure of the **SUPPLIER** to do so will amount to a breach of the contract, and in no case the extension of the period of the contract shall be construed as waiver of right of the **PURCHASER** to enforce the guarantee.

## 1.4 Indemnity

- 1.4.1 The **SUPPLIER** and the **PURCHASER** shall indemnify and hold harmless each other from and against such claims and liabilities as provided in the Special Condition of Contract.
- 1.4.2 Notwithstanding anything in this contract to the contrary, it is agreed that neither the **SUPPLIER** nor the **PURCHASER** shall be held liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damage.

## 1.5 Insurance

- 1.5.1 All goods supplied under this contract shall be fully insured against loss or

damage incidental to manufacture or acquisition in the manner specified in the Special conditions of contract.

- 1.5.2 Without limiting the **SUPPLIER's** liability (limited only to the contract price) as provided under this contract, the **SUPPLIER** shall procure or ensure that their **SUB-CONTRACTORS** also procure such additional insurance cover as specified in the Special Conditions of Contract.

## **1.6 Acceptance**

- 1.6.1 Upon completion of the supply under the contract and erection and commissioning by the **PURCHASER's** contractor, a meeting shall be held for the purpose of accepting the goods (hereinafter called the final acceptance). Such meeting shall constitute the final acceptance of the goods and services under the contract, unless the **PURCHASER** during the meeting shows defects or shortcomings or both. In case of defects or shortcomings or both which in the **PURCHASER's** opinion are considered essential, another meeting shall be convened when the **SUPPLIER/CONTRACTOR** has given notice of completion of the corrective work carried out with regard hereto. Otherwise the **PURCHASER** may accept the goods if the defects or shortcomings or both are not considered serious, and the **SUPPLIER** has agreed to carry out the repairs in conformity with this contract.

## **1.7 Maintenance Warranty**

- 1.7.1 For a period of 24 months from the date of commissioning of plant and machinery including the month in which the plant is commissioned (called the maintenance warranty period), the **SUPPLIER** shall remain liable to rectify / replace any machinery and equipment or part thereof, such as may be found to be defective or below the rated capacity under proper use and arising due to faulty design, material, workmanship. The **PURCHASER** shall give the **SUPPLIER** notice in writing setting out the particulars of the defects or failure and the **SUPPLIER** shall thereupon rectify and make good the defective or under rated equipment or replace the same free of cost to make it comply with the requirements of the Agreement. If the **SUPPLIER** fail to do so within reasonable time so as to reduce the production loss to the minimum as required by the **PURCHASER**, the **PURCHASER** may rectify and replace at the cost of the **SUPPLIER** the whole or any portion of the equipment, as the case may be, which is defective or under rated or fail to fulfill the requirements of the Agreement and may recover the actual cost thereof from the **SUPPLIER** or adjust the same from any balance payment to be made to the **SUPPLIER**, or recover by raising debit note. Such rectification / replacement shall be carried out by the **PURCHASER** within short a time as possible and at a reasonable price under advice to the **SUPPLIER**.

In case of such rectification / replacement by the **PURCHASER** the **SUPPLIER** shall be liable to pay the **PURCHASER** the whole cost of such rectification / replacement done and the defective equipment on being replaced shall be taken away by the **SUPPLIER** at their own cost. The **PURCHASER** shall have the right to operate any and all equipments after the commissioning date of the plant

except that this shall not be considered to permit operation of any equipment which may be materially damaged by such operation before any required rectification or alternation have been carried out.

- 1.7.2 If it becomes necessary for the SUPPLIER to replace or renew any defective part of the machinery under this clause the provisions of the first paragraph of this clause shall apply to the parts of the plant and machinery so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the aforesaid maintenance period of two (2) crushing season, whichever is later.
- 1.7.3 The rectification or new parts will be delivered F.O.R. PURCHASER's factory site. The SUPPLIER shall also bear the cost of rectification / replacement carried out on their behalf by the **PURCHASER** as mentioned above at the site. At the end of the maintenance period, SUPPLIER liability shall cease. In respect of plant and machinery not covered by the first paragraph of this clause, the PURCHASER shall be entitled to the benefit of any guarantee given to the SUPPLIER's by the original supplier or the manufacturer of each plant and machinery.
- 1.7.4 The responsibility of the SUPPLIER for rectification / replacement under this clause shall extend to the actual cost of rectification / replacement of the defective items of plant and machinery and shall not, in any way, be deemed to be limited to the amount of the performance guarantee.
- 1.7.5 The SUPPLIER shall provide one supervisor at their own expenses for first one month of the first trial season in order to assist the **PURCHASER** in the working and maintenance of said machinery and equipment.

## **1.8 TERMS OF PAYMENT :-**

- 1.8.1 The Purchaser shall pay the Contract Price in the manner following free of interest.
- 1.8.2 5% (Five percent) of the Contract Price of Machinery and Equipment within 10 (ten) days from the date of signing of the Agreement and on furnishing a bank guarantee by the Seller for the said advance in the form attached herewith.
- 1.8.3 7.5 % (Seven and half percent) of the Contract Price of Machinery and Equipment within 20 days from the date of signing of this Agreement, on submission of a bank guarantee for the second advance by the Seller in the form attached herewith and on fulfilling all contractual obligations due upto that time, including submission of layout drawing, load data, foundation drawing and GA drawings of the machinery and equipment's.
- 1.8.4 7.5 % (Seven and half percent) of the Contract Price of Machinery and Equipment within 25 days from the date of signing of this Agreement, on fulfilling the following contractual obligations by the Seller:

- a) furnishing the bank guarantee for the third advance in the form attached herewith.
- b) Placing orders of the items and handing over order acceptance copies to the Purchaser.
- c) Approval of machinery and equipment drawing from inspection agency.
- d) Complying all other contractual obligations which have become due upto that time.

All the above installments of advance payment shall be utilised by the Seller for the purpose of procurement of materials/equipments required for the said Machinery and Equipment.

If the Seller fail to receive payment of any installment of any advance for non-compliance of any contractual obligations on their part, the Seller shall not be entitled to any extension of time for delivery on this account.

The bank guarantees referred shall be automatically adjusted and get reduced with the progress of material supply to the extent of total value of Machinery and Equipment dispatched by the Seller upto that time.

1.8.5 Balance 70% of the Contract Price referred to above along with and necessary facilities and 100% taxes and duties after adjusting proportionate amount of advance paid to the Seller by Cheque / D.D. against submission of following documents

- i) Photostat copy of inspection report of the Inspection Agency (stating clearly that the equipment has been accepted) in respect of items which are required to be inspected before dispatch, or waiver notice of the inspection agency.
- ii) Invoice, dispatch list and photocopy (duly attested by the Seller) of Railway Receipt / Goods Receipt to be presented by the Seller against full/part of the machinery supplied excluding supervision of erection. For supervision of erection only copy of invoice will be attached. The Seller shall give reference of the detailed billing list against each item of Machinery and Equipment supplied.
- iii) Attested photocopies of the Excise Duty invoices, showing the actual amount of excise duty and special excise duty paid on all bills for base price. However original of the Gate Passes / Invoices shall be handed over to the Purchaser by the Seller. Seller shall send duplicate for transporter of Copy of excise invoice through transporter along with receipt of goods at the Site, or any other documentary evidence towards Excise Duty paid as modified by Government of India from time to time excluding supervision of erection for which only copy of invoice will be attached. Any wharfage or demurrage attributable to the Seller shall be borne and payable by the Seller and shall to be responsibility of the Seller. In case machinery is transported by road, the same shall be transported through Bank Approved Transporters only.

1.8.6 Balance 10 % will be paid after trail run on submission of performance bank guarantee valid for two seasons and reliability run of machinery / Equipment and after the submission of bank guarantee valid for 24 months.

1.8.7 All the payments against dispatches will be made through Cheque / D.D.

- 1.8.8 The Seller shall provide all relevant records, documents to the Purchaser/Inspection Agency and make necessary arrangements for their physical verification to establish that such Machinery and Equipment have actually been kept ready for dispatch. The Seller shall not sell or divert any material, sub-assemblies, machinery and equipment, after the same have been inspected by the Purchaser or an authorized representative of the Purchaser, under any circumstances, without prior written consent of the purchaser as per terms of this Agreement. The Seller shall not be entitled for payment of interest if there is any delay in dispatching the Machinery / Equipment after the same is ready for dispatch due to no fault of the Purchaser.
- 1.8.9 No extension for of the date of completion of Machinery and Equipment in all respects by the Seller shall be permitted on account of any delay in payment if an alternative financial arrangement to receive the supplies of Machinery and Equipment dispatches by the Seller according to delivery schedule is made by the Purchaser.
- If the purchaser fails to make payment against supplies within 60 days from the due date during execution of the agreement for receiving material/equipment's already inspected passed by inspection agency and kept ready for dispatch to be inspected at the purchaser's plant site or materials already despatched the seller shall be ented to payment of interest only at the prevailing bank rate on such aforementioned machinery and equipment after the expiry of sixty days from the scheduled date of despatch or actual date of despatch as the case may be whichever is later, till such time financial arrangement is made by the purchaser. The seller shall provide all relevant records, documents before the purchaser/inspection agency and make necessary arrangements for their physical verification to establish that such machinery and equipment have actually been kept ready for despatch. The seller shall not sell or divert any material sub-assemblies, machinery and equipment's meant of the purchaser. After the same have been inspected by the purchaser or an authorised representative of the purchaser, under any circumstance without prior written consent of the purchaser as per terms of this agreement. The seller shall not be entitled to payment of any interest, if the seller divert the machinery / equipment's.
- 1.8.10 (a)In the event of non-submission of timely delivery bank guarantee in the form attached herewith, the Seller shall deduct from all their bills for the Contract Price equivalent amount of the bank guarantee till such time the bank guarantee is furnished before drawing their bills.
- 1.8.10 (b) The Seller shall deduct from their bills for the Contract Price equivalent amount performance bank guarantee before drawing their bills.
- 1.8.10 (c)In case of the timely delivery bank guarantee are not furnished the Seller must deduct equivalent amount from all invoices/bills . If the Seller do not deduct the equivalent guarantee amount, the Purchaser shall stop the payment of all bills.
- 1.8.11 **PRICE ESCALATION :-**  
Above prices are firm hence escalation is not applicable.

## **1.9 PENALTIES :-**

- 1.9.1 If the Seller fail to complete delivery of the Machinery and Equipment within the scheduled time fixed or extension allowed by the Purchaser (whichever is applicable), the Seller shall pay liquidated damages by an amount equal to 0.5% (half percent) of the Contract Price. (excluding taxes and duties) for every completed week of delay but not exceeding 5% (five percent) of the Contract Price, subject to Purchaser fulfilling their contractual obligations in time and Force Majeure conditions as mentioned in Clause 14 hereto. Contract Price stated above shall include price of necessary facilities.

- 1.9.2 To secure the obligations under Clause 1.9.1, the Seller shall furnish to the Purchaser a bank guarantee in the form attached herewith as provided.
- 1.9.3 It is the responsibility of the Seller to supervise the erection and commissioning of the said machinery and equipment so as to commission the said machinery and equipment by the scheduled date, the Seller shall also be held responsible for delay in erection and / or commissioning of the said machinery and equipment for reasons attributable to the Seller and / or Purchaser's erection contractor and consequently the timely delivery guarantee shall be liable for invocation and procedure of invocation of this guarantee shall apply as provided hereinafter.
- 1.9.4 Liquidated damages for failure of guaranteed performance. If the Seller fails to give the guaranteed performance as provided, liquidated damages shall be equal to 10% of the Contract Price. The capacities and efficiencies of the individual equipments and the machinery and equipment as a whole as stipulated in the Agreement needs to be achieved.

### **1.10 Resolution of disputes**

- 1.10.1 The **PURCHASER** and the **SUPPLIER** shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 1.10.2 If, after thirty (30) days from the commencement of such informal negotiations, the **PURCHASER** and the **SUPPLIER** have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The award shall be final and binding on the parties.

### **1.11 Jurisdiction for legal proceedings**

- 1.11.1 The contract shall be governed by and interpreted in accordance with the Indian laws. No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in any court other than the court at latur. No other court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction.

### **1.12 Force majeure**

- 1.12.1 In the event that the **SUPPLIER** or any of their subcontractors, or the **PURCHASER** delays performing any of their respective obligations under the contract, and such delay is caused by force majeure, by acts of God / Government in its sovereign capacity, including but not limited to war, civil insurrection, riots, strikes, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delays, or a period mutually discussed and agreed, may be added to the time of performance of the obligation delayed.
- 1.12.2 If a force majeure situation arises, the **SUPPLIER** shall promptly notify the **PURCHASER** in writing of such condition and the cause thereof along with documentary evidence. Unless otherwise directed by the **PURCHASER** in writing, the **SUPPLIER** shall continue to perform their obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative



means for performance not prevented by the force majeure event.

- 1.12.3 In no event shall, a force majeure event excuse the obligations of a party, if those obligations are required to have been completely performed, prior to the occurrence of that force majeure event.

### **1.13 Taxes and duties**

- 1.13.1 The SUPPLIER shall be responsible** for Central / State Sales Tax, Excise Duties, Special Excise Duties, Local Taxes and Other Taxes or duties and Octroi at the destination point, on finished bought-out items supplied directly to site from sub-contractors works. The proof for the taxes duties and special excise duties, actually paid by the SUPPLIER, shall be submitted to the PURCHASER separately for own manufactured items and for bought-out items and claimed by the SUPPLIER from the PURCHASER as a reimbursement of the same in each Invoice / Bills to be submitted by SUPPLIER. The amount included in SUPPLIER's bill for payment of all such taxes, surcharges and duties will be computed on the basis of relevant statutory provision in force on the date of dispatch and shall be actual amount as paid by the SUPPLIER.
- 1.13.2 The SUPPLIER shall furnish to the PURCHASER with their bill excise duty gate passes in support of excise duty and special excise duty paid for the base price.
- 1.13.3 The SUPPLIER shall indicate in the contract price, (Refer price schedule), the estimated amount of Central / State Sales Tax, Excise Duty, Special excise duties, Customs duty, local taxes and any other taxes or duties and octroi payable by the PURCHASER for own manufactured items and bought-out items under the contract based on the rates prevailing at the time of submission of offer. The actual taxes and duties payable by the PURCHASER shall not exceed more than two (2) percent of the indicated values by the SUPPLIER in the price schedule, unless there is a change in rate of the taxes and duties imposed by State / Central Authorities. The SUPPLIER shall indicate clearly the rate at which the taxes and duties, octroi, etc. have been estimated by the SUPPLIER at the time of giving this offer.
- 1.13.4 The PURCHASER or their authorized representative shall be shown all original documents and accounting records in support of excise duties, customs duties on imported components charged and the original bill of the sub-contractors for satisfying that the single point sales tax, excise duty and special duties as aforesaid have actually been paid to the sub-contractors.

## 2. SPECIAL CONDITIONS OF CONTRACT FOR SUPPLY

### 2.1 Definitions

In this document, the words and phrases listed shall have the meaning specified against each word or phrase. Words imparting singular shall include plural and vice versa and words imparting the masculine gender shall include feminine gender and words imparting persons shall include bodies corporate.

- a) "The **PURCHASER**" means  
M/s. VILAS SAKHARI SAKHAR KARKHANA LTD,  
having their Registered Office at VAISHALINAGAR, Taluka and District LATUR,  
Maharashtra State.  
  
The "**PURCHASE COMMITTEE**" means the committee constituted by  
Government of Maharashtra for procurement of vendor items for the  
Modernization project
- b) "The **CONSULTANT**" means M/s.VASANTDADA SUGAR INSTITUTE, having  
their Registered Office at MANJARI ( Bk), Tal- Haveli, Pune – 412 307.
- c) "The **SUPPLIER**" means the individual or firm supplying the goods and  
providing the services under this contract.
- d) "The **GOODS/EQUIPMENT/PLANT**" means all of the equipment, machinery  
and/or other materials which the **SUPPLIER** is required to supply to the  
**PURCHASER** under the contract.
- e) "**The CONTRACT / AGREEMENT**" means the agreement entered into  
between the **PURCHASER**, and the **SUPPLIER**, as recorded in the contract  
signed by both the parties, including all attachments and appendices thereto and  
all documents incorporated by reference therein.
- f) "**FOB**", "**C&F**" and "**CIF**" have the meanings assigned to them by the current  
edition of the international rules for the interpretation of the trade terms published  
by the International Chamber of Commerce.
- g) "The **SUB-SUPPLIER**" means any individual or firm or company, to whom part  
of the contract has been sublet by the **SUPPLIER** with the consent of the  
**PURCHASER**
- h) "The **INSPECTOR**" means any person or agency nominated by the  
**PURCHASER**, from time to time, to inspect equipment stage-wise including  
final stage, before despatch at **SUPPLIER's** / **SUB-SUPPLIER's** works as per  
the terms of the contract.

- i) "**SUB CONTRACT**" shall mean order placed by the **SUPPLIER** for any portion of the Contract or work, with the necessary consent of **PURCHASER**.
- j) "**CONTRACT PRICE**" means the `consideration' payable by the **PURCHASER** directly to the **SUPPLIER** as per the agreement and desire of **SUPPLIER** for the full and proper performance of contractual obligations under the contract between the **PURCHASER** and the **SUPPLIER**.
- k) "**DELIVERY**" shall mean the completion of delivery of all such goods within the delivery date specified in the contract, vide clause No.2.8.2 of the Special Conditions of Contract.
- l) "**SITE**" shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed, at the **PURCHASER's** plant at Vaishalinagar, Nivali Taluka- and Dist. Latur in the State of Maharashtra.
- m) "**DRAWINGS**" shall mean the technical specification which shall include engineering drawings, sketches showing plans, sections and elevations related to the contract together with modifications and/or revision thereto.
- n) "**SPECIFICATION**" shall mean and include schedules, detailed description, statements of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the contract.
- o) "**GENERAL MANAGER / CHIEF ENGINEER** " shall mean the person appointed so nominated by the **PURCHASER** duly authorized and appointed in writing by the **PURCHASER** to act as project In-charge for the purpose of the contract.
- p) "**TESTS**" shall mean such process or processes to be carried out by the **SUPPLIER** as are prescribed in the contract or considered necessary by **CONSULTANT / PURCHASER** and **SUPPLIER** together after mutual discussions, in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- q) "**APPROVAL**" shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal, as the case may be, of the **PURCHASER/CONSULTANT** or their authorized representative on documents, drawings or other particulars in relation to the contract.
- r) "**DATE OF CONTRACT**" shall mean the date on which the parties have signed the Contract Agreement

- s) **“THE ZERO DATE OF THE CONTRACT”** shall be the date on which the Letter of Intend is given.
- t) **"MONTH"** shall mean the calendar month.
- u) **"DAY AND DAYS"** shall mean the calendar day or days of twenty four (24) hours each.
- v) **"WEEK"** shall mean a continuous period of seven (7) days.
- w) When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Required', 'As Directed', 'Where Directed', 'Determined By', 'Accepted', 'Permitted', or words or phrases of like importance are used, the approval, judgement, direction etc., are understood to be a function of **PURCHASER / CONSULTANT**.
- x) **"SCOPE OF WORK"** shall mean all the work to be performed by the **SUPPLIER** under this contract.
- y) **“OPERATING MONTHS”** shall mean the period of actual operation of the equipment without taking into account the intervening off-season shutdown or shutdown due to major plant breakdown.
- z) **“COMMISSIONING”** shall mean the first operation of the equipment (after all initial adjustments, trials, cleaning and reassembly required at site if any, have been completed) and the equipment is ready for commercial use.
- aa) **“SATISFACTORY COMMISSIONING”**, means the continuous operation of the equipment to the full capacity and establishment of its strict performance of the contractual requirement.

## 2.2 **Scope of the contract**

- 2.2.1 The **SUPPLIER's** scope of work comprises of the detailed design, procurement, fabrication / manufacture, inspection and testing at the works and supply of plant and machinery on F.O.R. site basis, as defined in the technical specification, with all their accessories, fittings, supports and all the auxiliary equipment and material as detailed in the specification
- 2.2.2 Wherever it is stated in this contract that such and such a supply is to be effected or such and such a work is to be carried out, or provided, it shall be understood that the same shall be effected/carried out by the **SUPPLIER** within the contract price, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

- 2.2.3 Completeness of the equipment, within the battery limits, shall be the responsibility of the **SUPPLIER**. Any equipment, fittings and accessories which may not be specifically mentioned in the specification or drawings, but which are usual or necessary for the satisfactory functioning of equipment (successful operation and functioning of the equipment being **SUPPLIER's** responsibility) shall be provided, by the **SUPPLIER** without any extra cost to the **PURCHASER**.
- 2.2.4 Furnishing to the **PURCHASER**, foundation drawings and loading details relating to plant and machinery within the **SUPPLIER's** scope progressively at an agreed time schedule.
- 2.2.5 The **SUPPLIER** shall ensure that the work shall be of the first class quality and shall be performed:
- a) with due diligence and efficiency.
  - b) in accordance with the provisions of the Contract and the time schedule indicated in this Contract.
- b
- 2.2.6 The **SUPPLIER** shall at all times ensure that the work is carried out by fully qualified and experienced personnel to warrant the performance of the work in accordance with this agreement
- 2.2.7 The **SUPPLIER's obligations** towards this contract include participation in the performance testing, trial operation and reliability run of the plant and equipment.
- 2.2.8 The training of the **PURCHASER's** personnel at the **SUPPLIER's** works and / or at the site.
- 2.2.9 The **SUPPLIER** is responsible for packing (sea worthy wherever necessary) protecting and marking as per instructions to be given by the **PURCHASER**.
- 2.2.10 Providing all the necessary drawings / documents / manuals. instructions for all the equipment / components / materials required for the proper understanding, erection and commissioning of the equipment by the **PURCHASER's** erection and commissioning contractor.

### **2.3 Limit of contract**

Equipment supplied shall be complete in every respect with all mounting, fittings, fixtures and standard accessories, tools etc., normally provided with such equipment and / or needed for maintenance, completion of installation and commissioning and safe operation of the equipment as required and within the battery limits, though they may not have been specifically detailed in the respective specification. All similar standard component / part of similar standard equipment provided, shall be interchangeable with one another.

Any additional equipment or material which are not specifically mentioned but are required to complete the equipment and system offered, in every respect in accordance with the technical specification and required for safe and reliable operation and guaranteed performance, shall also be deemed as included in the scope of work of this contract. The **SUPPLIER** shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures, accessories, etc., which are needed for the safe operation of the equipment as required by applicable codes, though they may not have been explicitly spelt out in the contract. However if new equipment are to be added due to change of government rules, then such new equipment will come under additional scope of work.

#### **2.4 Codes and standards**

The goods supplied under this contract shall conform to the codes and standards mentioned in the technical specification, and, when no applicable standard is mentioned, to the authoritative codes and standards and such standards shall be the latest issued by the concerned institution. In the event that the language of such codes and standards happens to be anything other than English, the **SUPPLIER** shall furnish the English translation of all such codes and standards proposed to be used in the contract. Such English translations shall be provided to the **PURCHASER / CONSULTANT** within the first four (4) weeks from the date of the contract and the **SUPPLIER** shall undertake the full responsibility for the accuracy of such translations.

#### **2.5 Materials and workmanship**

The materials and workmanship shall meet the requirement of relevant standards and good engineering practices. In any case, the material shall be the best grade obtainable and the most suitable and proven for the purposes intended in accordance with the modern engineering practices. **All materials shall be new.** Substitutions for specified materials or variations from designed methods of fabrication will be permitted only if approved in writing by the **PURCHASER/CONSULTANT**. Such approvals may be granted only if a compelling reason exists for making a substitution. Before any defect in material or workmanship is repaired, the **SUPPLIER** shall outline the procedure proposed for rectification of the defect and obtain approval in writing, of the **PURCHASER/CONSULTANT**. Such repairs shall be done free of cost to the **PURCHASER**, if the defects are established to have occurred during the warranty period.

#### **2.6 Statutory approval for work**

- 2.6.1 The application for submission to inspector, or any other authority required as per statutory rules and regulations of State / Central governments along with copies of required certificates complete in all respects shall be prepared by the **SUPPLIER**. The primary responsibilities for statutory approvals and liaison with government authorities for approvals, during the manufacturing and till such time the equipment and material are shipped from the **SUPPLIER's / SUB-SUPPLIER's** premises, shall be with the **SUPPLIER**.

2.6.2 Any change / addition required to be made to meet the requirement of the statutory authorities, if such change / addition of the statutory requirement come into force before the date of signing of the contract, shall be carried out by the **SUPPLIER** free of charge. The changes / additions required and additional charges thereon, consequent to the statutory regulations coming into force after the date of signing of the contract, shall be paid by the **PURCHASER** after mutual agreement. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the **SUPPLIER** from any of their responsibilities under the contract.

## 2.7 Testing and inspection

2.7.1 The equipment will be inspected and where practicable, submitted to such tests at the works as deemed necessary by the **SUPPLIER** before dispatch.

2.7.2 The **SUPPLIER** shall give the **PURCHASER** a minimum of seven (7) days' written notice whenever any equipment / component / material is ready for testing. The **PURCHASER** shall, unless they waive witnessing of the tests, attend such tests on the notified scheduled date of testing. In case the Inspection Agency feels that inspection will be delayed before dispatch, they will accordingly send a clearance to the **SUPPLIER** with an instruction to dispatch the material. Such materials will be inspected at site. The **SUPPLIER** shall show necessary test certificates and documents for the verification of the same as per the specification of contract.

2.7.3 Where the **PURCHASER's** representative is present to witness the tests, the test certificate shall be signed by him on successful completion of tests at **SUPPLIER's** / **SUB-SUPPLIER's** works. In case the **PURCHASER** is not satisfied with the tests, they shall within seven (7) days of witnessing the tests, inform the **SUPPLIER**, in writing, of any objection they have with regard to any equipment and workmanship with reference to the contractual provisions. The **SUPPLIER** shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to the **PURCHASER** giving necessary reasons, that no modification is necessary to comply with the contract. Notwithstanding the test certificates, any defect found at the time of installation or after installation and commissioning shall be rectified at the **SUPPLIER's** cost.

## 2.8 Work schedule

2.8.1 Timely delivery of the plant and equipment shall be the essence of the contract. The **SUPPLIER** shall so organize their resources and perform this work as to complete it on or before the date given in the following clause.

2.8.2 The following shall be the schedule for the completion of various milestone activities for this package. The **SUPPLIER's** time schedule shall strictly conform to this schedule.

<b>Milestone activity</b>	<b>Completion date</b>
Completion of material supply to site	25.05.2021

- 2.8.3 If the situation warrants, consequent to a delay in the manufacturing process, the **SUPPLIER** shall arrange to air lift the equipment to meet with the delivery commitment. All expenditure towards such air lifting, including tax implication if any, shall be to the **SUPPLIER's** account, in case the delay in supply is directly attributable to the **SUPPLIER**.
- 2.8.4 The **SUPPLIER** within fifteen (15) days of the signing of agreement shall furnish dispatch wise break-up prices. The **SUPPLIER** within fifteen (15) days of signing of contract agreement shall furnish a time schedule of deliveries relating to major equipments and erection work, which shall be adhered to, for enabling completion of erection and commissioning. The delivery schedule shall be finalized with the approval of **PURCHASER/CONSULTANTS**.
- 2.8.5 Time schedule network/bar chart
- 2.8.5.1 The **SUPPLIER** shall submit to **PURCHASER / CONSULTANT**, their time schedule regarding the documentation, manufacture and supply of the equipment and materials as well as information on their sub-contracts to be placed with third parties, including the dates on which the **SUPPLIER** intends to issue such sub-contracts.
- 2.8.5.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing and delivery.
- 2.8.6 Progress trend chart / monthly report
- 2.8.6.1 **SUPPLIER** shall report monthly on the progress of the execution of contract and achievement of targets set out in time bar chart.
- 2.8.6.2 The progress will be expressed in percentages as shown in the form of progress trend chart.
- 2.8.6.3 The monthly reporting will be the updating of the progress trend chart.
- 2.8.6.4 The progress reports shall be submitted once in every month for the first three months and subsequently once in every fortnight till the completion of the contract.
- 2.8.6.5 The fortnightly progress report shall be in the form to be given by the **PURCHASER** showing the progress in connection with the all the items like the progress of the submission of drawings, placing of order for bought outs, delivery of plant and machinery and compliance of contractual obligations, before the Tenth day of month, with a copy thereof endorsed to consultant and Commissioner of Sugar Maharastra State, Pune.



2.8.6.6 Photographs wherever necessary shall be submitted. The progress report shall further compare actual versus projected completion dates as well as describe current and anticipated problems and delaying factors, if any, and corrective action taken or proposed to be taken without in any way relieving or affecting the **SUPPLIER**'s responsibility to deliver the equipment within the stipulated delivery date(s) / period(s).

## 2.9 Invoices and payments

Upon delivery of the goods, the supplier shall notify the purchaser and the insurance company by E-mail / fax the full details of the shipment including contract number, transport carrier receipt number and date, description of goods, quantity, name of the consignee etc. The **SUPPLIER** shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three (3) copies of the **SUPPLIER**'s invoice showing description of goods, quantity, unit price and total amount.
- (ii) Transport receipt / acknowledgement of receipt of goods from the consignee(s);
- (iii) Certificate of origin for imported direct dispatchable finished goods.  
Packing list.
- (iv) The above documents shall be received by the **PURCHASER** before receipt of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the **SUPPLIER** will be responsible for any consequent expenses/losses.
- (v) The **SUPPLIER** shall send all duplicate for Transporter copies of cenvat invoices along with original for Buyer copies directly to the **PURCHASER** to their registered office address to avoid loss of such documents in transit. The **SUPPLIER** shall send only Xerox of the duplicate for Transporter copies of the cenvat invoices through the vehicles carrying the consignments
- (vi). Inspection report of consultant / inspection agency
- (vii) If the **SUPPLIER** fails to send such documents directly and in the event of such documents getting lost in transit, the **SUPPLIER** shall be fully responsible to compensate the **PURCHASER** from loss of cenvat credit and the **PURCHASER** shall be at liberty to deduct from the dues of the **SUPPLIER**, amounts equivalent to such losses towards compensation

## **2.10 EXCESS MATERIALS**

To expedite their contractual obligations the Seller may dispatch the materials such as piping, valves, fittings, consumables, cables and wires, hardware, insulation materials, refractory bricks, lubricants, paints etc. more the actually required for completion of work as per this Agreement. Such materials if are found surplus after the completion of work and commissioning the machinery and equipment and final inspection by the inspection Agency shall be treated as the property of the Sellers and shall be taken back b them with the prior approval of the Purchasers. Any shortages in scope of supply of the Seller shall be made good by Seller free of cost, in time so as to adhere to the date of commissioning.

## **2.11 Liquidated damages for delay in delivery**

The SUPPLIER shall endeavour to complete their scope of work within the time specified in the contract. It may be noted that “time is the essence of this contract”, If the SUPPLIER fails to supply any or all of the goods within contract stipulated time in the contract to suit commissioning within the contract period of the contract, the PURCHASER shall, without prejudice to their other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the total contract price for each week of delay until actual performance, up to a maximum deduction of 5% of the total contract price, the total contract price being inclusive of subsequent modifications and price escalation, if contractual. Once the maximum is reached, the PURCHASER may consider termination of the contract.

### **2.11.1 DAMAGE TO PERSONS**

During and until the commissioning of the machinery and equipment the Seller shall be fully responsible for any loss or damage to their persons and property resulting from any cause whatsoever connected with supervision of erection work and the Seller shall provide at his own cost, for his persons visiting the site/working at the site insurance for death or bodily injury suffered by them. In every case in which by virtue of the provisions of the Workmen’s Compensation Act, 1923, the Purchaser are obliged to pay compensation to a workman employed by the Seller or by any of their sub-contractors in the execution of the work, the Purchaser will recover from the Seller the compensation so paid, and without prejudice to the rights of the Purchaser under Section 12, sub-section(2) of the said Act, the Purchaser shall be at liberty to recover such amount or any part thereof by deducting it from the sum due by the Purchaser to the Seller whether under this contract or otherwise, or realize the same from the Seller. The Purchaser shall not be bound to contest any claim made against it under Section 12, sub-section(1) of the said Act, except on the written request of the Seller and upon their giving to the Purchaser, full security for all costs for which the Purchaser might become liable in consequence of contesting the claim.

## **2.12 Indemnity**

2.12.1 The **SUPPLIER** shall indemnify and hold harmless the **PURCHASER / CONSULTANT** from all claims, losses, demands, causes of action or suits arising out of the equipment and material furnished by them. The **SUPPLIER** shall also indemnify the **PURCHASER** against all third party claims, any infringement of trade mark or patent or industrial design rights arising from use of the goods or any part thereof.

2.12.2 **SUPPLIER** shall conform to the provisions of Indian Boiler Regulations(as applicable), Indian Factories Act, Indian Electricity Rules etc. relating to the work and to the regulations and by laws of any authority, if required.

## **2.13 Insurance**

2.13.1 The **SUPPLIER** is responsible for comprehensive risk, insurance including transit charges of all machinery and equipments, other consumables, directly dispatched to the **PURCHASER** sugar plant site from the **SUPPLIER / Sub-contractors** or sub-**SUPPLIER** respective place of manufacture and dispatch and the insurance policies in respect thereof shall be arranged by the **SUPPLIER** at such premium rates with such insurance companies as may be approved by the **PURCHASER** and kept in full force and effect until commissioning of the said plant. The actual amount of insurance charges to be incurred by the **SUPPLIER** shall be reimbursed by the **PURCHASER** to the **SUPPLIER** within thirty days from receipt of documentary evidence from the **SUPPLIER**.

2.13.2 Any consignment received at the place of destination in damaged conditions or is lost in transit, the representative of the **SUPPLIER / SUPPLIER'S** erection contractor will take an open delivery from the carriers and will give suitable remarks in the delivery book maintained by the Station Master or other carriers about the loss or breakage in transit. The representatives of the **SUPPLIER** shall lodge claims with the Railway or other carriers on behalf of the **PURCHASER** in time with a copy to the **PURCHASER** for information. All realization of claims from the carrier / railway and insurance company, whether in the name of the **SUPPLIER** shall be to the account of the **SUPPLIER**. The **SUPPLIER** shall supply the replacement of machinery and equipments, goods free of cost delivered at the site to the **PURCHASER** within the time as far as possible so as to adhere to the date of commissioning.

2.13.3 All goods supplied under this contract shall be fully insured by the **PURCHASER** on all risks basis against loss/damage during transit from the place of manufacture of the **SUPPLIER** and from the places of manufacture of their Sub-**SUPPLIER** to the site of installation.

2.13.4 If there is any loss or damage to goods, within 15 days of such occurrence the **SUPPLIER** will take action to make good the loss so that it will not affect the overall time schedule of the project.

## 2.14 Performance guarantee

2.14.1 The **SUPPLIER** shall guarantee that the performance of the equipment supplied under the contract shall be strictly in conformity with the requirement given in the specification and shall perform the duties specified under the contract.

The performance trials will be conducted in the presence of authorized representatives of:

- a. Purchaser
- b. Supplier
- c. Consultant
- d. Director VSI Pune
- e. Representative of erector

2.14.2 If the performance of the equipment fails to prove the guarantee set forth in the specification, **SUPPLIER** shall investigate the causes and provide, free of cost to **PURCHASER**, materials, and equipment within one (1) month or such reasonable period, to be mutually discussed and agreed, to prove the guarantees.

2.14.3 If the **SUPPLIER** fails to prove the guarantee within the reasonable period, as mutually agreed upon, **PURCHASER** shall have the option to take over the equipment and rectify, if possible, the equipment to fulfil the guarantees and or to make necessary additions to make up the deficiency at **SUPPLIER's** risk and cost. All expenditure incurred by the **PURCHASER** in this regard shall be to **SUPPLIER's** account.

2.14.4 The manufacturers' guarantees for all bought out items/equipment/instruments etc., shall be made available to the **PURCHASER** and shall be valid for the entire maintenance warranty period. If such guarantees are not issued by the manufacturer, the **SUPPLIER** shall guarantee the bought out items for the entire maintenance warranty period along with their guarantee for the plant as a whole.

2.14.5 In the event of failure of any particular part of any equipment more than three times during the maintenance warranty period, it shall not be repaired but the complete part shall be replaced by the **SUPPLIER** and the warranty for this particular part shall be extended by one year from the date of last replacement or the maintenance period of two crushing season, whichever is later.

2.14.6 In case it is found that the above mentioned failure is due to some connected part of the equipment, that part shall also be rectified or replaced by the **SUPPLIER** to avoid such failure in the future. The warranty for such replaced parts shall be extended by one year, for parts replaced within six (6) months of commissioning of the equipment, and six months for parts replaced after six months of commissioning of the equipment, from the date of last replacement. or the maintenance period of two crushing season, whichever is later.

2.14.7 For electrical motors, during the warranty period, in case some important part of the motor like stators, winding, shaft, squirrel cage rotor etc., become defective, the warranty shall cover its replacement, and no repairs shall be allowed.

## **2.15 Licenses and permits**

The **SUPPLIER** shall procure necessary permits, certificates and licences such as from the Chief Inspector of Boilers (as applicable), Electrical Inspectorate, Inspector of Factories, and such statutory bodies required by virtue of all applicable law, regulations, ordinances and other rules in effect at the place where any of the work is to be performed and the **SUPPLIER** shall further agree to hold the **PURCHASER** harmless from liability or penalty which may be imposed by reason of asserted or established violation of such laws, regulations, ordinances or other rules.

## **2.16 Arbitration**

If at any time there should be any question, dispute, difference between the parties in respect of any matter arising out of or in relation to the contract, either party may give to the other party notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of chairman & SLMPC Maharashtra state, Mumbai

The award of the Arbitrator shall be final and binding of the parties and be accepted by them. This reference to the Arbitrator shall be deemed to be reference, under the provisions of the Indian Arbitration Act, 1996 and the rules made thereunder and any statutory modifications or recent amendment thereof that may be made from time to time and actually in force at the time of the reference. The cost of arbitration shall be borne by the parties as may be decided upon by the Arbitrator.

## **2.17 Instructions, directions and correspondence**

2.17.1 The materials and equipment described in this contract are to be supplied according to the standards, data sheets, tables, specification enclosed with the contract itself and according to all conditions specified in the contract.

2.17.1.1 All instructions and orders to **SUPPLIER** shall, excepting what is herein provided, be given by **PURCHASER** and/or **CONSULTANT**, in writing.

2.17.1.2 All the work shall be carried out under the direction of and to the satisfaction of **PURCHASER/CONSULTANT**.

2.17.1.3 All communications, from **SUPPLIER**, including technical-commercial clarifications and/or comments shall be addressed to **PURCHASER** with a copy to **CONSULTANT** and shall always bear reference to the contract.

2.17.1.4 Suitable **PURCHASER** identification numbers shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

2.17.2 Correspondence on technical and commercial matters shall be dealt in separate letters and each copy of the letter shall be complete with all annexures.

## **2.18 Penalty for shortfall in performance**

2.18.1 The **SUPPLIER**'s guaranteed performance included as part of this contract shall be binding on them.

2.18.2 If the total value of penalties for shortfall in performance exceed ten (10) percent of total contract price, and the **SUPPLIER** has expressed his inability to rectify the defect and bring the equipment performance to the guaranteed level, then the **PURCHASER** retains the option to reject the equipment, and in case of such option the **SUPPLIER** shall, jointly and severally, replace the equipment with the one, which shall meet the guaranteed figures. The replacement shall be done within a reasonable period mutually agreed and at no extra cost to the **PURCHASER**.

## **2.19 PURCHASER's right to withhold payment**

**PURCHASER** shall have the right to withhold or nullify the whole or a part of any application of **SUPPLIER** for payment to such extent as may be necessary to protect **PURCHASER** from sustaining any loss on account of:

- a. short supply not made good by **SUPPLIER**
- b. defective supply not rectified / made good by **SUPPLIER**
- c. defective work not remedied / replaced by **SUPPLIER**

## **2.20 Suspension of work & extension of time**

The **SUPPLIER** shall, if ordered in writing by the **PURCHASER** or their representative, temporarily suspend the work or any part thereof for such period and such time as so ordered and shall not after receiving such written orders, proceed therewith. In the event of suspension of work for a prolonged time by the **PURCHASER**, for the consequent idle time for the **SUPPLIER**, the **SUPPLIER** shall be compensated based on mutual agreement. The **SUPPLIER** shall not be responsible for the same, provided that the suspension was not consequent to any default / failure on the part of the **SUPPLIER** and the contractual delivery schedule shall be suitably extended after mutual discussion.

## **2.21 Load data**

**SUPPLIER** shall be responsible for correctness of the load data furnished by them to the **PURCHASER** for civil foundations.

In the event of notice of defects in the civil work, due to incorrect data furnished by the **SUPPLIER**, the cost incurred for redoing / rectifying, shall be borne by the **SUPPLIER**.

## 2.22 Performance tests and Guarantee

The SUPPLIER shall guarantee the following:

- a. That all the machinery and equipment shall work as specified in annexure I forming part of the tender.
- b. That all the machinery and equipments will be brand new of latest design and first class material and workmanship. Any part found defective, within two crushing season from the date of commissioning of the plant, shall be replaced or satisfactorily rectified by the SUPPLIER free of charge, should such defect be due to either faulty design / workmanship or use of defective material.

The performance tests on the steam generator set shall be conducted within six (6) weeks from the date of commissioning. Upon successful completion of performance tests required by the **PURCHASER** and availability of the documentation including the layout and arrangement as built drawings and maintenance manuals, as well as fulfillment of all other obligations by the **SUPPLIER**, taking over certificate as a proof of final acceptance of the equipment/ system under scope of supply will be issued by the **PURCHASER**. The taking over certificate shall not be unduly delayed without assigning any acceptable reason.

If the performance test could not be conducted within the five (5) months' period, owing to an intervening off-season, the test shall be conducted immediately after the starting and stabilization of the next cane crushing season, applying the internationally accepted ageing factors, failing which the conducting of performance test and any extension of performance bank guarantee will be mutually discussed

## **VII. Formats**

### **A. BANK GUARANTEE FORMAT**

This Guarantee made on the \_\_\_\_\_ day of \_\_\_\_\_ by the \_\_\_\_\_ having its Branch at \_\_\_\_\_

(hereinafter called “The Guarantor” which expression shall unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns) of the one part.

IN FAVOUR OF M/s. Vilas SSK Ltd, a society, registered under the MAHARASHTRA STATE CO.OP SOCIETIES ACT, having its registered office at Vaishalinagar Nivali, Taluka and Dist. Latur (hereinafter called “The Purchaser” which expression shall unless repugnant to the subject or context, include their successors and assigns) of the other part.

WHEREAS M/s.

(hereinafter called “The Seller” which expression shall unless repugnant to the subject or context include their legal representatives. administrators, successors or permitted assigns) had entered into an agreement vide letter of Intent dt. \_\_\_\_\_ (hereinafter called “The said Agreement”) with the purchaser to design, prepare and the plant and supply Machinery for purchasers proposed sugar plant at Vaishalinagar, Nivali, Taluka and Dist. Latur (hereinafter called the Site) in accordance with the terms and conditions therein contained (hereinafter referred to as “The Said Plant”).

AND WHEREAS under the said agreement, the Purchaser required to pay to the sellers against security of a Bank Guarantee an advance payment of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) representing \_\_\_\_\_ of the contract price for the purpose of procurement of materials / equipments for the said plant. Such guarantee to be valid till the full advance amount is adjusted against the base price of the actual deliveries of machinery and equipment received at site.

AND WHEREAS before advance payment as aforesaid is made the Guarantor has, at the request of the Sellers, agreed to give the Guarantee as hereinafter contained.

#### **NOW THIS DEED WITNESSES AS FOLLOWS**

- 1). In consideration of the premises the Guarantor, hereby undertake to pay to the Purchaser within 30 days of demand and without demur such a sum not exceeding Rs. \_\_\_\_\_
- 2). The Purchaser may demand representing of the contract price, and if the Guarantor shall fall to pay the same within the said period, the Guarantor, shall also pay on the sum demanded interest at the Bank lending rate then prevailing reckoned from the date of demand till the date of payment. Provided that the liability of the Guarantor hereunder shall reduce to the extent of the advance adjusted according to of the said agreement



The Purchaser may demand representing of the contract price, and if the Guarantor shall fall to pay the same within the said period, the Guarantor, shall also pay on the sum demanded interest at the Bank lending rate then prevailing reckoned from the date of demand till the date of payment. Provided that the liability of the Guarantor hereunder shall reduce to the extent of the advance adjusted according to of the said agreement

2. The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to them. it being understood and agreed **FIRSTLY** that the Purchaser shall be the sole judge of and as to whether the Sellers have committed any breach(es) of any of the terms and conditions of the said agreement and **SECONDLY** that the right of the Purchaser to recover from the Guarantor any amount due to the Purchaser shall not be effected or suspended by reasons of the fact that any dispute or disputes have been raised by the Sellers with regards to their liability or that proceedings are pending before any Tribunal, Arbitrator(s) or Court with regards thereto or in connection therewith, and **THIRDLY** that the Guarantor shall immediately pay the aforesaid guaranteed amount to the Purchaser on demand, it shall not be open to the Guarantor to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the deemed, and **LASTLY**, that it shall not be open to the Guarantor to require proof of the liability of the Sellers to pay the amount, before paying the aforesaid guaranteed amount to the Purchaser.
  
- 3 This Guarantee shall come into force from the date release of payment hereof and shall remain valid till the full advance amount is adjusted under the said Agreement, which according to the terms and conditions of the said Agreement is stipulated to be adjusted against actual deliveries of the machinery and equipment at site, but if the actual deliveries as aforesaid have not been completed by the seller within the said period for any reasons whatsoever the Guarantor, hereby undertakes that the Sellers shall furnish a fresh or renewed guarantees on the Purchaser's Proforma for such further period as the Purchaser may intimate failing which the Guarantor shall pay to the Purchasers a sum not exceeding Rs. /-(Rupees:  
) or the residual amount of balance advance left after proportion to adjustment in accordance with Clause 1 above as the Purchaser may demand.
  
4. This Guarantee is in addition to and not in substitution for any other guarantee executed by the Guarantor in favour of the Purchaser on behalf of the Sellers.

5. The Sellers and Purchaser will be at liberty to vary and modify the terms and conditions of the said agreement without effecting this guarantor is, hereby waived and the same shall be deemed to have been done with the assent of the Guarantor.
6. This Guarantee shall not be effected by any change in the constitution of the Guarantor or of the Seller nor shall the guarantee be effected by any change in the constitution of the Purchaser or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. This Guarantee is irrevocable except with the written consent of the Purchaser.
8. The neglect or forbearance of the Purchaser in enforcing any payment of moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof, shall, in no way, release the Guarantor from its liability under this Deed.
9. The invocation of this guarantee shall be by a letter signed by the Purchaser and countersigned by the Director of Sugar, Maharashtra State.
10. Notwithstanding anything stated herein before the liability of the Guarantor under this guarantee is restricted to Rs. \_\_\_\_\_ /- (Rupees : \_\_\_\_\_ ) and interest as provided in Clause 1. This guarantee shall remain in force upto / / unless a demand or claim

under this guarantee is presented to the Guarantor in writing within Six Months from the date, all rights of the Purchaser under the guarantee shall be forfeited and the Guarantor shall be released and discharged from all liability hereunder

IN WITNESS WHEREAS

for any on behalf of the Guarantor has signed this Deed on the day and year above

**written.**

**for and on behalf of**

**Proforma for  
FORM OF BANK GUARANTEE FOR TIMELY DELIVERY**

This Guarantee made this ----- day of ----- Two Thousand and        by -----  
-, having its branch office at ----- (hereinafter called “the  
Guarantor” which expression shall, unless repugnant to the context or contrary to the meaning thereof, include  
its successors and assignees) of the one part in favour of M/s Vilas Sahakari Sakhar Karkhana Ltd., a Society  
registered under the Maharashtra State Co-operative Societies Act, 1960 and having its registered Office at  
Nivli, Taluka & Dist. Latur, Maharashtra State (hereinafter called “the Purchaser” which expression shall,  
unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) of the  
other part.

**WHEREAS** ----- a Company registered under the -----  
----- having its Registered Office at ----- (hereinafter  
called “the Seller” which expression shall unless repugnant to the subject or context include their legal  
representatives, administrator, successors or permitted assignees) has entered into with the Purchaser an  
Agreement dated -----, 200    and Memorandum of understanding dated -----, 200  
(hereinafter called the said Agreement) to design, manufacture, procure, supply, Machinery and Equipment for  
the Purchaser’s proposed ----- (hereinafter referred to as the “said Machinery and  
Equipment”) at Nivli, Taluka & District Latur, Maharashtra State in accordance with terms and conditions  
therein contained.

**AND WHEREAS** under clause ----- of the said Agreement the Seller is required to furnish to the Purchaser a  
Bank Guarantee in respect of timely delivery and supervising erection and commissioning of the said machinery  
and equipment as provided in clause ----- of the said Agreement for the sum of Rs.-----/-  
(Rs. ----- only) being ----% (Ten percent) of the contract  
price, such guarantee to be valid till 30 days after the scheduled date of commissioning of the machinery and  
Equipment.

**AND WHEREAS** at the request of the Seller, the Purchaser has agreed to accept a Guarantee from the  
Guarantor being these presents to secure such obligations on conditions expressly that the Guarantor shall on  
demand and without demur pay the aforesaid guaranteed amount to the Purchaser.

**AND WHEREAS** the Guarantor has at the request of the Seller agreed to give the guarantee as hereinafter  
appearing.

**NOW THIS DEED WITNESSES AS FOLLOWS :**

1. In consideration of the premises the Guarantor hereby agree that should the Seller fail to deliver the said machinery and equipment as per terms of Agreement, the Guarantor undertakes to pay the Purchaser within 30 (thirty) days of demand by Purchaser supported by proof of delay in late delivery of the said machinery and equipment a sum or sums not exceeding Rs. Rs.-----/- (Rs. ----- only) representing -----% (Ten percent) of the Contract Price as provided in Clause ----- of the said Agreement, in the manner following as the Purchaser may demand, and if the Guarantor shall fail to pay the sum within the said period, the Guarantor will also pay on the sum demanded interest at the bank lending rate then prevailing reckoned from the date of demand.
 

“If the Seller fail to complete delivery of the Machinery and Equipment within the scheduled time fixed which at present is -----, 200 or extension allowed by the Purchaser, the Seller shall pay liquidated damages by an amount equal to 1% (one Percent) of the contract price (excluding taxes and duties) for every completed fortnight from scheduled programme maximum upto 10% (Ten percent) of the contract price, subject to Purchaser fulfilling their obligations in the time and Force Majeure conditions as mentioned in Clause ----- of the Agreement. The liquidated damages shall be subject to the Purchaser not being able to put into operation, / commissioning the machinery and equipment as scheduled or an extension thereof for the reasons attributable to the Seller” As per terms of contract and present working the agreed schedule date of completion of delivery is ----- 200 .
  
2. The Guarantor shall pay to the Purchaser on demand sum under Clause 1 without demur and without requiring the Purchaser to invoke any legal remedy that may be available to them, it being understood and agreed. FIRSTLY that the Purchaser shall be the sole judge of and as whether the Seller have completed breach / or breaches, of any of the terms and conditions of the said Agreement and SECONDLY that the right of the purchaser to recover from the guarantor any amount due to the Purchaser under this guarantee shall not be affected or suspended by reasons of the fact that any dispute or disputes have been released by the seller with regard to their liability or that proceedings are pending before any Tribunal, Arbitrator(s) or Court with regard thereto or in connection therewith provided that the Purchaser shall give to the Seller a notice of not less than 30 days before invoking of the Bank Guarantee intimating the reasons of and why the guarantee is being invoked, and Thirdly that the Guarantor shall immediately pay the aforesaid guaranteed amount to the Purchaser on demand and it shall not be open to the Guarantor to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any fact affecting the demand and LASTLY that it shall not be open to the Guarantor to require proof of the liability of the Seller to pay the amount before paying the aforesaid guaranteed amount of the Purchaser provide the Purchaser has comlied with the requirement of notice before invoking the Bank Guarantee.

3. This guarantee shall come into force from the date hereof and shall remain valid upto thirty days after the scheduled date of commissioning of the said machinery and equipment as per clause ----- of the said Agreement. This guarantee is subject to the Purchaser having performed their part of the obligations in accordance with the terms of the Agreement, and further subject to the operation of the force majeure clause as referred to in clause ----- of the said Agreement, and any delay attributable to force majeure shall be deducted for the purpose of calculation of delay liable to be penalised.
4. This guarantee is in addition to and not in substitution for any other guarantee executed by the Guarantor  
in favour of the Purchaser on behalf of the Seller.
5. The Seller and the Purchaser will be at liberty to vary and modify the terms and conditions of the said Agreement without affecting this guarantee, notice of which modifications to the Guarantor is hereby waived and the same shall be deemed to have been done with the assent of the Guarantor.
6. This guarantee shall not be affected by any change in the constitution of the Guarantor or of the Seller nor shall the guarantee be affected by any change in the constitution of the Purchaser or by amalgamation  
or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.
7. This guarantee is irrevocable except with the written consent of the Purchaser.
8. The neglect or forbearance of the Purchaser in enforcing any payment of moneys, the payment whereas is intended to be hereby secured or the giving of time by the liability under this deed.
9. This guarantee shall come into force from the date hereof and shall remain valid till the supply of the Machinery and Equipment is completed in all respects and to the satisfaction of the Purchaser and the said plant is commissioned by the Purchaser in accordance with the stipulation in the said Agreement for which the stipulated date according to the terms and conditions of the said Agreement  
is -----, 200 but if the date is for any reason whatsoever is extended and upon such extension the Seller fails to furnish or renew Guarantee for the extended period, the guarantor shall pay to the Purchaser the said sum of Rs. Rs.-----/- (Rs. -----  
----- only) or such lesser sum as the Purchaser may demand.

10. The invocation of this guarantee should be accompanied by a claim signed by the Purchaser .
11. Notwithstanding anything stated hereinbefore the liability of the Guarantor under this guarantee is restricted to Rs. Rs.-----/- (Rs. ----- only.) This guarantee shall remain in force upto -----,. Unless an action to enforce a claim under this guarantee is filed against the Guarantor in writing within one month from this date i.e. on or before -----,all rights of the Purchaser under this guarantee shall be forfeited and the Guarantor shall be released and discharged from all liabilities hereunder, irrespective of whether or not the original guarantee is returned to us.

**IN WITNESS WHEREOF** Shri.----- for and on behalf of the Guarantor have signed this guarantee on th day and year above written.

**Witness :**

**For and on behalf of the Guarantor**

**Proforma for**

**FORM OF BANK GUARANTEE FOR PERFORMANCE**

**THIS GUARANTEE MADE THIS** ----- day of ----- Two Thousand ----- by -----  
----- having Branch Office at ----- (hereinafter  
called ‘

The Guarantor’ which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assignees) of the one part in favour of M/s Vilas Sahakari Sakhar Karkhana Limited, a Society registered under the Maharashtra State Co-operative Societies Act, 1960 and having its Registered Office at Nivli, Taluka & District Latur, Maharashtra State, (hereinafter called ‘The Purchaser’ which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) of the other part.

**WHEREAS** M/s -----, a company register under the -----  
----- having its Registered Office at -----  
----- (hereinafter called ‘The Seller’ which expression shall unless repugnant to the subject or context include their

legal representatives, administrator, successors or permitted assignees) has entered into with the Purchaser an Agreement dated --- -----, 200 and Memorandum of Understanding dated -----, 200 , to design, manufacture, procure and supply Machinery and Equipment for the Purchaser’s proposed -----l (hereinafter referred to as ‘the said machinery and Equipment’) to be set up at Nivli, Taluka & District Latur, Maharashtra State, in accordance with the terms and conditions therein contained.

AND WHEREAS under Clause ----- of the said Contract the Seller is required to furnish to the Purchaser in respect of guaranteed performance of the Absolute supplied by the Seller as referred to in clause ----- of the said contract a bank guarantee for Rs. -----/- (Rs. -----only) representing -----% (----- percent) of the break-up price of this ----- amounting ----- to Rs. -----/- (----- only.)

AND WHEREAS the Guarantor has at the request of the Seller agreed to give the guarantee as hereinafter appearing.

**NOW THIS DEED WITNESSES AS FOLLOWS :**

1. In consideration of the premises the Guarantor hereby undertakes that should the ----- fail to achieve the performance as stipulated in the said contract, to pay to the Purchaser within 30 (thirty)

days of demand and without demur such sum or sums not exceeding Rs. -----/- (-----  
-----only) representing -----% of the contract price

of this ----- as the Purchaser may demand with declaration that the performance has not been fulfilled as undertaken by the said Contract, accompanied by result of performance test of this Absolute ----- conducted in the presence of Seller and Purchaser, shall be payable in the following manner, and if the Guarantor shall fail to pay the same within the said period the Guarantor shall also pay on the sum demand interest at the Bank lending rate then prevailing reckoned from the expiry of the said thirty days till the date of payment.

Providing always that the non-fulfillment of the performance is not due to circumstances beyond the responsibility and control of the Seller and further subject to due and timely fulfillment of your obligations according to the terms and conditions stipulated in the agreement.

2. The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 without demur and without requiring the Purchaser to invoke legal remedy that may be available to them, it being understood and agreed, **FIRSTLY** that the Purchaser shall be the sole judge of and as to whether the Seller have committed breach / or breaches, of any of the terms and conditions of the Agreement and the extent of loss, damage, costs, charges and expenses caused to or suffered by the Purchaser from time to time shall be final and binding on the Guarantor and **SECONDLY** that the right of the Purchaser to recover from the Guarantor any amount under this Guarantee shall not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Seller with regard to their liability or that any dispute or disputes have been raised by the Seller with regard to their liability or that proceedings are pending before any Tribunal, Arbitrator(s) or Court with regard thereto or in connection therewith and **THIRDLY** that the Guarantor shall immediately pay the aforesaid guaranteed amount to the Purchaser on demand and it shall not be open to the Guarantor to know the reasons of or to investigate or to go into merits of the demand or to question or to challenge the demand or to know any fact affecting the demand and **LASTLY** that it shall not be open to the Guarantor to require proof of the liability of the Seller to pay the amount before paying the aforesaid guaranteed amount to the Purchaser, provided the purchaser has complied with the requirement of notice period and procedures as mentioned in clause 1.0 above, before invoking the Bank Guarantee.
3. This guarantee is in addition to and not in substitution for any other guarantee executed by the Guarantor in favour of the Purchaser on behalf of the Seller.
4. The Seller and the Purchaser will be at liberty to vary and modify the terms and conditions of the said



Agreement without affecting this guarantee, notice of which modifications to the Guarantor is hereby waived and the same shall be deemed to have been done with the assent of the Guarantor.

5. This guarantee shall not be affected by any change in the constitution of the Guarantor or of the Seller not shall the guarantee be affected by any change in the constitution of the Purchaser or by amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.
6. The neglect or forbearance of the Purchaser in enforcing any payment of moneys, the payment whereas is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way release the Guarantor from its liability under this deed.
7. This guarantee is irrevocable except with the written consent of the Purchaser.
8. This guarantee shall come into force from the date hereof and shall remain valid till -----  
- but if the period of the contract is for any reason extended upon such extension if the Seller fail to furnish a fresh or renewed guarantee for the said extended period the Guarantor shall pay to the Purchaser the said sum of Rs. ----- (Rs. -----  
----- only) or such lesser sum as the Purchaser may demand.
9. The invocation of this guarantee should be accompanied by a claim signed by the Purchaser. Notwithstanding anything stated hereinbefore the liability of the Guarantor under this guarantee is restricted to Rs.----- (Rs. ----- only.) This guarantee shall remain in force upto ----- . Unless an action to enforce a claim is filed against the Guarantor in writing within one month this date i.e. on or before ----- all rights of Purchaser under this guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities hereunder, irrespective of whether or not the original bank guarantee is returned to us.

**IN WITNESS WHEREOF** Shri. ----- for and on behalf of the Bank has signed this deed on the day and year above written.

**FOR AND ON BEHALF OF BANK**

**Witness :**

**TECHNICAL SPECIFICATIONS & SCOPE OF WORK****AUXILLARY COOLING TOWER FOR TURBINE (CAPACITY 500 M3/HR)**

Design Engineering, Construction, manufacturing, Supply, Erection and Commissioning of Cooling Tower, suitable for the following working condition with civil work.

**Quantity of water to be cooled : 500 m<sup>3</sup>/hr**

Sr No	Description	Specifications
1	Type of Construction	FRP pultruded
2	Type of Flow	Induced Draft, Counter Flow
3	Number of Cells	1
4	Inlet Water Temperature to Cooling Tower ° C	42
5	Outlet Water Temperature of Cooling Tower° C	32
6	Type of Fills & MOC	Honeycomb
7	Water distribution	Spray Header with branches
8	Fan Stack material	FRP
9	Wet bulb temperature	27 Deg C

**Make of Boughtout Equipments:**

- 1) Pumps : KSB / Kirloskar / Mather & Platt
- 2) Motors: Siemens / ABB / Crompton Greaves / Kirloskar
- 3) Valves: Audco / Intervolve / Kirloskar

**Note:**

- 1) The bidder should visit the site to study the scope of work before submitting the offers.
- 2) Piping from turbine to cooling tower and cooling tower to turbine is in scope tenderer
- 3) pump motor with base frame suction delivery & required valves bellow ,NRV, Strainer, puddle with flange with frequired all hardware, pressure guages, air relese valve, pumps 500 m3 with VFD and 40 mtr head VFD make ABB / Yeskawa
- 4) make up water piping is in scope tenderer
- 5) all civil work is in scope of sugar mill.
- 6) all required electrical and instrumentation is in scope of tenderer.
- 7) technical data sheet should submit along with technical offer.
- 8) Make up water with filter and softning (15 m3/hr) OBR- 22 Hrs provided by sugar mill.

**TECHNICAL DATA SHEET (VENDOR TO SPECIFY THE BLANK DATA)**

Sr No	Description	Data
1.	L/G	
2.	Evaporation Losses m3/h	
3.	Drift Losses m3/hr	
4.	Total Make up m3/hr	
5.	Total dry air/Fan kg/sec	
6.	Volume of air/fan m3/sec	
7.		
8.	Pressure Losses in tower in mm WC	
9.	Fan Efficiency % a) Static b) Total efficiency	
10.	Power at Fan Shaft kW	
11.	Power to Motor kW	
12.	Motor Rating	
13.	Fill	
	a) Type	
	b) Materials	
14.	Water Distribution Type	

Sr No	Description	Data
1	Capacity of Cooling Tower	
2	O/A Dimensions	
	a) Over all Size L xB x H m	
	b) Basin Size : L x B x H m	
3	Fans:	
	a) Diameter (meters)	
	b) Number of Blades	
	c) Diameter of Hub mtr	
	d) Air Handling m3/sec	
	e) Outlet Temp deg C	
	f) Density kg/m3	
	g) Fan Power	
	h) Material of Construction	
	i) Speed of Fan RPM	
	j) Tip Speed m/min	
4	Motor	
	a) Type	
	b) Make	
	c) Rating kW	
	d) Speed (RPM)	

	e) Quantity ( Nos)	
	f) Specification:	
	g) Insulation Class	
	h) Enclosure:	
	i) Protection Rating:	

**Managing Director**