



INVITATION TO TENDER

ABSTRACT

Design, Manufacture, Supply, Erection, Testing & Commissioning of Tomato Processing Centre on Turnkey Basis at Cheldiganipalli (V), Ramakuppam Mandal of Chittoor District in Andhra Pradesh

Tenders Invited by

M/s Cheldiganipalli Horticulture Produce Processing Society

D.No. 48-11/1-5/8,

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Disclaimer

The information contained in this **Invitation To Tender** (“**ITT**”) document or subsequently provided to bidder(s), whether verbally or in documentary or any other form, by or on behalf of M/s Cheldiganipalli Horticulture Produce Processing Society (Hereinafter referred to as “**SPV**”) or any of its employees or advisors, is provided to the bidders(s) on the terms and conditions subject to which such information is provided.

This ITT is intended to be and is hereby issued only to the prospective bidders who fulfil the eligibility criteria. This ITT is not an agreement and is neither an offer nor invitation by the SPV to the prospective bidders or to any other person. The purpose of this ITT document is to provide the bidder(s) with information to assist the formulation of their bids. This ITT document does not purport to contain all the information each bidder may require. This ITT document may not be appropriate for the persons, and it is not possible for the SPV, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this ITT document. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this ITT document and where necessary obtain independent advice from appropriate sources. The SPV, its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the ITT document.

The SPV may in its absolute discretion, but without being under any obligation to do so update, amend or supplement the information in this ITT document.

DEFINITIONS & INTERPRETATIONS

DEFINITIONS

'Agreement' shall mean the Supply Agreement entered into between the Successful Bidder/Supplier and the SPV.

'Authority' shall mean SPV.

'Bid or Detailed Bid' shall mean the Bid submitted by the Bidder in response to the ITT including clarifications and/or amendments to ITT, if any.

'Bid Security' shall mean the security furnished by the Bidder in the form as stipulated in the ITT document.

'Bidder' shall mean who has responded to the ITT and submitted his Bid in response to the ITT.

'Bid Evaluation Committee or Technical Committee' shall mean the Committee constituted by the SPV for evaluating the Bids.

'Completion Certificate' means the certificate issued by the SPV or its appointed Consultant in the manner set out as per terms of ITT /Supply Agreement.

'Condition Precedent' means the conditions that are to be fulfilled by both, the Supplier and the SPV as detailed out in the ITT document / Supply Agreement.

'Consultant or Advisor' shall mean Seamless Consultancy Services (P) Ltd. (SCS) appointed by A.P. Food Processing Society (APFPS) for Transaction Advisory.

'Due Date' shall mean the last date for submission/receipt of the Bid, as mentioned in the ITT document.

'Eligibility Criteria' shall mean the criteria stipulated in the ITT, which is required to be met by the Bidder based on its Capability Statement and documents to become eligible for opening and evaluation of its Technical Bid.

'Financial Bid' shall have the meaning as set forth in the ITT document.

'Financial Year' shall mean year starting from 1st April to 31st March. In case Bidder's financial/accounting years are different from the above, the immediate past financial/ accounting years of the Bidders as per their annual reports shall be applicable for the evaluation.

'Firm or Company' shall mean a single legal entity, which is a Corporate Entity and Registered or Statutory Body.

'Letter of Award or LoA' shall mean the letter to be issued by the Authority to the Selected Bidder conveying intention of Award of the Project, in accordance with the terms of this ITT.

'Power of Attorney' shall mean the Power of Attorney in the format provided in ITT, to be furnished by the Bidder authorizing a person to sign the Bid and act for and on behalf of the Bidder during the Bidding process.

‘Project’ means, Design, Manufacture, Supply, Erection, Testing & Commissioning of Plant and Machinery for establishing all the schedules of the Tomato Processing Centre (PPC) at Cheldiganipalli (V), Ramakuppam Mandal in Chittoor District of Andhra Pradesh.

‘Project Agreement’ shall mean Supply Agreement, and any other legal documents as mutually agreed to between the Authority and the Selected Bidder, necessary for implementing the Project.

‘Project Completion Period’ shall mean the total period in which the Successful bidder will have to supply and commission the project.

‘Performance Security’ shall mean the irrevocable & unconditional Bank Guarantee furnished by the Successful Bidder prior to the signing of Supply Agreement.

‘Invitation to Tender’ shall mean the Bid documents comprising Sections 1 to 6 along with Appendices A to G and any other addenda issued thereon.

‘Selected Bidder’ or **‘Supplier’** shall mean the Successful Bidder, whose Bid is declared as the highest evaluated Bid as a result of the Bid evaluation process as set forth in this ITT document.

‘Special Purpose Vehicle (SPV)’ or **“Purchaser”** shall mean M/s Cheldiganipalli Horticulture Produce Processing Society constituted for establishment and management of the Project.

‘Taxes and Duties’ shall mean all taxes, duties, fees etc., payable as per applicable laws in India in connection with the development, operation and management of the Project.

‘Technical Bid’ shall have the meaning as set forth in the ITT document.

‘Technical Criteria’ shall mean the criteria stipulated in the ITT, which is required to be complied by the Bidder based on its Technical Bid to become eligible for opening and evaluation of his Financial Bid.

INTERPRETATION

In the interpretation of this ITT, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital of this ITT;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s legal successors and permitted assignees;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;

8. Any date or period set forth in this ITT shall be such date or period as may be extended pursuant to the terms of this ITT;
9. A reference to "Month" shall mean a calendar Month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
10. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this ITT mean and refer to this ITT and not to any particular Article, Clause or Section of this ITT. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this ITT so specified;
11. In case of any conflict, discrepancy or repugnancy between the provisions including ITT documents, provisions of the Supply Agreement shall prevail over and supersede the provisions of other documents.
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
13. All capitalized words and expressions used in the ITT but not defined therein shall have the same meaning as ascribed to them in the Agreement.
14. Provisions of the agreement are to be read in conjunction with the related clauses and not in isolation.

SECTION - 1
INVITATION TO TENDER (ITT) BY ADVERTISEMENT

**Competitive Bidding for Design, Manufacture, Supply, Installation, Testing and Commissioning
on Turnkey Basis for Setting up of Tomato Processing Centre at Cheldiganipalli (V),
Ramakuppam Mandal of Chittoor District in Andhra Pradesh**

1.1 Project Background

The Andhra Pradesh Food Processing Society (APFPS), a Government of Andhra Pradesh organisation, envisages setting up a Tomato Processing Centre (TPC) on Public Private Partnership (PPP) basis for the benefit of small and marginal farmers producing Tomato. The facility, a pilot initiative will be located in Cheldiganipalli (V), Ramakuppam Mandal of Chittoor District in Andhra Pradesh. The private sector project partner will be the Cheldiganipalli Horticulture Farmers Mutually Aided Cooperative Society (CHFMACS) a progressive Farmer Producer Organisation (FPO) with more than 300 active farmer members who produce and collectively market a variety of Tomatoes.

1.2 Project Objective

To enable the members of CHFMACS improve their agricultural practices and add value to the produce, the Government of Andhra Pradesh (GoAP) has conceived the project under Rashtriya Krishi Vikas Yojana (RKVY) of the Government of India (GoI). The project is expected to contribute positively to enhanced incomes of the farmers and supply of clean and hygienic processed tomatoes to the consumers.

1.3 Invitation to Tenders

The PPC is being set up and managed through M/s Cheldiganipalli Horticulture Produce Processing Society (the SPV) promoted by APFPS and CHFMACS for the purpose. The Executive Vice Chairman of the SPV (the Purchaser) now invites tenders (also referred to as bids) from eligible bidders for design, manufacture, supply, installation, testing & commissioning of plant and machinery on a turnkey basis for the following facilities:

S. No	Description of Schedule	Quantity	Bid Security (EMD)
1	2 Tons per hour Input Capacity Tomato Processing Plant	One Complete Integrated Plant	INR 8,00,000/-

Bidders will have to supply all the item in the above mention Schedule / Facility.. Bidders are required to submit separate bids for each schedule. All bids must be accompanied by a bid security/Earnest Money Deposit (EMD) to be enclosed with the Technical Bid as specified in the bid document. No exemption of Bid Security will be given for any bidder.

The details of bidding conditions and other terms can be downloaded from the websites: www.apfps.com & www.scsgroup.in. Tender documents

1.4 Bid Processing Fee

The participating bidder(s) will have to pay **bid processing fee** (non-refundable) of Rs. 5000/- in the form of Demand Draft drawn on any Nationalised Bank in favour of "CHELDIGANIPALLI HORTICULTURE PRODUCE PROCESSING SOCIETY" payable at Vijayawada.

1.5 Performance Security

Within 15 days from the receipt of notification of award from the Purchaser, the successful Bidder shall furnish Security Deposit @ 10% of final contract value either in the form of Demand Draft or Bank Guarantee from any Nationalized Bank or Scheduled Bank, (excluding Urban Co-Operative Banks, Grameen Banks & Foreign Banks) which shall be paid to the purchaser and shall be valid until the time of erection & commissioning with an additional claim period of 60 days.

1.6 Period of Delivery

8 Months from the date of receipt of the Notification of Award (Purchase Order / Supply Agreement) of Contract. The delivery terms include the total time given for Design, Manufacture, Supply, Installation, Testing and Commissioning and training of project personnel concerned of the Purchaser. However, the delivery of the machinery shall commence & complete by 4th month (includes 1 weeks' time for the submission of building indication drawings, machinery layout and electrical load details from the date of Agreement) 3 months for installation, testing and commissioning and one month for training of SPV Staff. The purchaser reserves the right to modify and extend the delivery & commissioning time to a maximum extent of 10 months, so as to synchronize with the supply of machinery and its installation by other suppliers of the project in case of necessity.

1.7 Bidding Schedule

SPV will follow the Bidding schedule as mentioned in Section - 4.

1.8 Eligibility & Selection Criteria

SPV will follow the Criteria mentioned in Section – 3.

SECTION - 2 INSTRUCTIONS TO BIDDERS

A **General:** The ITT documents can be downloaded from website: www.apfps.com or www.scsigroup.in . Those bidders who wish to download the tender documents from the website should furnish the Bid Processing Fee (Non-refundable) of Rs. 5000/- through Bank Demand Draft along with the bidding documents. The Demand Draft should be drawn in favour of “**CHELDIGANIPALLI HORTICULTURE PRODUCE PROCESSING SOCIETY**”.

2.1 Number of Bids

Each bidder shall submit only one (1) Bid in respect of the project in response to this ITT. Any bidder, who submits more than one bid in respect of the Project, will be disqualified for the project.

2.2 Bid Preparation Cost

The bidder shall be responsible and shall pay for all of the costs associated with the preparation of its bid and its participation in the bidding process. SPV shall not be responsible or in any manner be liable for such costs, regardless of the conduct or outcome of the bidding process.

2.3 Project Inspection and Visit to the Site and related cost to the project

- 2.3.1 Bidders may carry out Project site visit / inspection at their cost.
- 2.3.2 It is desirable that each bidder submits its bid after visiting the site and ascertaining for itself the location, surroundings, or any other matter considered relevant by it.
- 2.3.3 The taxes as applicable from time to time shall be paid by successful bidders.
- 2.3.4 It would be deemed that by submitting the bid, the bidders have:
 - a. Made a complete and careful examination of the terms & conditions/ requirements, and other information set forth in this ITT;
 - b. Received all such relevant information as it has requested from SPV, and;
 - c. Made a complete and careful examination of the various aspects of the project including but not limited to:
 - i. Existing facilities and structures;
 - ii. The conditions of the access roads;
 - iii. Condition affecting transportation, access, disposal, handling and storage of materials;
 - iv. All other matters that might affect the bidder’s performance under the terms of this ITT document.
- 2.3.5 SPV shall not be liable for any mistake, error or omission on the part of the bidder in respect of the above or otherwise.

2.4 Right to Accept or Reject Any or All Bids

Without prejudice to whatsoever is contained in this ITT, SPV reserves the right to accept or reject any bid or to annul the bidding process or reject all bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reason.

SPV reserves the right to reject any bid if:

- a. at any time, a material misrepresentation and / or concealment of any facts/ material is made or discovered, or
- b. the bidders do not respond promptly any diligent to request for supplemental information required for the evaluation of the bid.

Rejection of the Bid by SPV as aforesaid would lead to disqualification of the bidder including forfeiting the Bid Security of such disqualified bidder. If such disqualification / rejection occurs after the bids have been opened and the best bidder gets disqualified / rejected, then SPV reserves the right to:

- a. either invite the bidder with the next best offer for negotiation, or
- b. take any such measures as may be deemed fit in the sole discretion of SPV including annulment of bidding process.

B BID DOCUMENTS

2.5 Amendment of ITT

- 2.5.1 At any time prior to the Bid due date, SPV may, for any reason whatsoever, whether at its own initiative or in response to clarification requested by the prospective bidder, modify the ITT document by the issuance of addenda.
- 2.5.2 Any addendum thus issued will be sent in writing to all those who have been issued the ITT documents by SPV and it shall be sent by courier / registered post at the address provided for communication to SPV or by fax or by email. Bidders shall promptly acknowledge the receipt thereof to SPV.
- 2.5.3 In order to provide the bidders a reasonable time to examine the addendum, or for any other reason, SPV may, at its sole discretion, consider to extend the bid due date.

2.6 Clarifications

A prospective bidder requiring any clarification on the ITT document may notify the SPV in writing. The bidders should send in their queries latest by the last date for receiving queries as set out in Section - 4, Schedule of Bidding process. SPV would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding process. The response will be sent by fax / courier / email. SPV will forward its response, at its sole discretion of the enquiry and the response of SPV without identifying the source of the enquiry. The SPV may also choose to ignore the request / query if it is felt not relevant to IIT or Project. The response will also be uploaded on the websites: www.apfps.com & www.scsgroup.in

C PREPARATION AND SUBMISSION OF BID**2.7 Language and Currency**

- 2.7.1 The bid and all related correspondence and documents should be written in English. Supporting documents and printed literature furnished by bidders with the bid documents may be in any other language provided that they are accompanied by appropriate translation of the pertinent passage in the English Language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language shall prevail.
- 2.7.2 The currency to be quoted for the purpose of the bid will be the Indian Rupees (INR).

2.8 Bid Security

- 2.8.1 The bid needs to be accompanied by bid security. The bid security shall be kept valid throughout the bid validity period and would need to be extended, if so required by SPV, for any extension in bid Validity Period.

The bid security for each Schedule of Supply is mentioned below:

Sl. No.	Description of Schedule	Quantity	Bid Security (EMD)
1	2 Tons per hour Input Capacity Tomato Processing Plant	One Complete Integrated Plant	INR 8,00,000/-

The Bid Security amount shall be in the form of Demand Draft or a Bank Guarantee drawn in favour of **“CHELDIGANIPALLI HORTICULTURE PRODUCE PROCESSING SOCIETY”** issued by any Nationalized bank in India, payable at Vijayawada as per the format enclosed as **Appendix - D**.

- 2.8.2 The bid security shall be returned to the unsuccessful bidders within a period of two (2) weeks from the date of announcement of Successful Bidder.
- 2.8.3 The bid Security shall stand forfeited in the following cases:
- If the bidder withdraws his bid before the expiry of the validity period, or before signing the Supply Agreement, whichever is earlier, or makes any modification in the terms and condition of the bid which are not acceptable to the purchaser, then the SPV shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the bid security absolutely. The provision would naturally apply only to the lowest bidder once the bid security of all the bidders except those of the lowest is refunded as per

provision.

- b. If the bidder fails to furnish prescribed performance security within the prescribed period the bid security is absolutely forfeited to the SPV automatically without any notice.
- c. In case the bidder fails to commence the work specified in the bid documents on the 15th day or such time period as mentioned in letter of award, after the date on which the SPV issued written orders to commence the work or from the date of handing over of the site, whichever is later, the SPV shall without prejudice to any other right or remedy, be at liberty to forfeit the whole of the bid security absolutely.
- d. In case of forfeiture of the bid security for reasons prescribed in ‘a to c’ above, the bidder concerned shall not be allowed to participate in the rebidding process of the work.

2.9 Validity of the bid

The bid shall indicate that it would remain valid for a period not less than one hundred and twenty (120) days from the bid due date (“Bid validity period”) in the format set out in the Appendix A. SPV reserves the right to reject any bid, which does not meet the said requirement.

2.10 Extention of Validity Period

- 2.10.1 In exceptional circumstances, prior to expiry of the original bid validity period, SPV may request bidders to extend the bid validity priod for a specified additional period.
- 2.10.2 The bidders may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be allowed to modify its bid, except as provided under Clause 2.17 but would be required to extend the validity of its bid security for the period of extention.
- 2.10.3 The successful bidder shall, wherever / whenever required, be asked to extend the bid validity period till the date of execution of the Supply Agreement.

2.11 Format for Submission and Singing of Bid

- 2.11.1 This ITT is for the Items / Schedules listed below. Interested Bidders will have to bid for the entire Schedule. Detailed requirements are provided as **Appendix - G**.

Sl. No	Description of Schedule	Quantity
1	2 Tons per hour Input Capacity Tomato Processing Plant	One Complete Integrated Plant

- 2.11.2 Bidders should provide complete information as per this ITT and in specified format. SPV would evaluate only those bids that are received in the required format and complete in all respects.

2.11.3 The bidders shall prepare one original set of the documents comprising the bid, (the Technical Bid (In Hard Copy as well as Soft Copy in CD) and the Financial Bid (In Hard Copy only) clearly marked "ORIGINAL". In addition, the bidder shall make and submit one (1) copy of the Technical Bid bid, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.11.4 The bid and its copy shall be typed or written legibly in indelible ink and the bidder shall do page numbering & initial each page. The person signing the bid shall also initial all the alterations, omissions, additions, or any other amendments made to the bid.

2.12 Sealing & Marking of the Bids

2.12.1 The bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

2.12.2 Each envelope shall clearly bear the following identifications:

"Design, Manufacture, Supply, Erection Testing & Commissioning of (2 Tons per hour Input Capacity Tomato Processing Plant) for Setting up of TPC at Cheldiganipalli, Chittore District of Andhra Pradesh"

and shall contain

Part I Submission : Technical Bid [in separate sealed envelope – Hard copy (one original and one copy) as well as Soft copy on CD]

- a. Covering Letter-cum-Project Undertaking, clearly stating the validity of the Propsoaal as per format enclsloed as **Appendix - A**.
- b. Power of attorney for Signing of Bid as per the format enclosed as Appendix B.
- c. Anti-Collusion Certificate as per the format enclosed as Appendix C.
- d. Bid Security in the form of Demand Draft or a Bank Guarantee as per the format enclsloed as Appendix D.
- e. Documents pertaining to the eligibility criteria.
- f. Technical Bid Containing the detals as mentioned in Appendix E

Part II Submission : Financial Bid [in separate sealed envelope – One original set in Hard Copy only]

- a. In a Separate sealed envelope, financial bid as per the format enclsloed as Appendix F.

2.12.3 The Envelope should be addressed to:

Cheldiganipalli Horticulture Produce Processing Society
C/o AP Food Processing Society ,
D.No. 48-11/1-5/8, Gadde Sambasiva Rao Street
Sri Ramachandra Nagar
Vijayawada - 520 008

- 2.12.4 If the envelopes are not sealed and marked as instructed above, SPV assumes no responsibility for the misplacement or premature opening of the content of the Bid submitted as such bid may at the sole discretion of SPV, be rejected.

2.13 Bid Due Date

- 2.13.1 Bid shall be submitted before 1500 Hours IST on the bid due date mentioned in the Schedule of the Bidding process (**Section - 4**), at the address provided in Clause 2.12.3 in the manner and form as detailed in this ITT. Bids submitted by either facimile transmission or telex will not be accepted.
- 2.13.2 SPV may, in exceptional circumstances, and at its sole discretion, extend the bid due date by issuing addendum in accordance with clause 2.5.3 uniformly to all bidders.

2.14 Late Bids

Any bid received by SPV after the Bid due date and time will not be entertained / considered.

2.15 Pre Bid Meeting

- 2.15.1 To clarify and discuss issues with respect to the Project and the ITT, SPV will hold pre-bid meeting as per the date mentioned in the Schedule of Bidding.
- 2.15.2 Prior to the Pre-bid meeting, the bidders may submit a list of queries and propose deviations, if any, to the Project requirements and / or the supply agreement. Bidders must formulate their queries and forward the same to SPV as per Schedule of Bidding process prior to the meeting. SPV may, in its sole discretion or based on inputs provided by bidders that it considers acceptable, amend the ITT.
- 2.15.3 Bidders may note that SPV will not entertain any deviations to the ITT at the time of submission of the bid or thereafter. The bid to be submitted by any bidder would have to be unconditional and unqualified and the bidders would be deemed to have accepted the terms and conditions of the ITT with all its contents including the Draft Supply Agreement. Any conditional bid shall be regarded as non-responsive and would be liable for rejection.
- 2.15.4 SPV will endeavour to hold the Pre-bid meeting as per schedule of bidding process.
- 2.15.5 Attendance of the Bidders at the Pre-bid meeting is not mandatory. However, subsequent to the meeting, SPV may not respond to the queries from any bidder who has not attended the pre-bid meeting.
- 2.15.6 All correspondence / enquiries/queries should be submitted in writing by registered post / courier or emailed / faxed to the following address:

Cheldiganipalli Horticulture Produce Processing Society

C/o AP Food Processing Society

D.No. 48-11/1-5/8, Gadde Sambasiva Rao Street

Sri Ramachandra Nagar

Vijayawada - 520 008

- 2.15.7 No interpretation, revision, or other communication from SPV regarding this solicitation is valid unless it is in writing. SPV may choose to send to all bidders, written copies of SPV's responses, including a description of the enquiry, but without identifying its sources, to all the bidders.

D EVALUATION OF THE BIDS

2.16 Bids Opening

SPV would subsequently examine and evaluate bids in accordance with the criteria set out in Section III.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person not officially concerned with the process. SPV will treat all information submitted as part of the bid in confidence and would require all those who have access to such material to treat the same in confidence. SPV will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which require its disclosure.

2.18 Test of Responsiveness

- 2.18.1 Prior to evaluation of Bid, SPV will determine whether each bid is responsive to the requirement of the ITT. A bid shall be considered responsive if the bid:

- a. is received before 1500 Hours (IST) on the bid due date including any extension thereof pursuant to clause 2.13
- b. is signed, sealed and marked as stipulated in clause 2.11 and 2.12.
- c. contains the information and documents as requested in the ITT along with the bid security in proper format.
- d. contains information in format specified in ITT
- e. mentions the validity period as set out in Clause 2.9
- f. it provides the information in reasonable details ("Reasonable details" means that, but for minor deviation, the information can be reviewed and evaluated by SPV without communication with the bidder). SPV reserves the right to determine whether the information has been provided in reasonable details.
- g. has no inconsistencies between the bid and the supporting documents.

- 2.18.2 A bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a. affects in any substantial way, the scope, quality, or performance of the project or
- b. limits in any substantial way, inconsistent with the ITT documents, SPV's right or bidder's obligation under the Supply Agreement, or
- c. unfairly affects the competitive position of other bidders presenting

- substantially responsive bids
- 2.18.3 SPV reserves the right to reject any bid which is not substantially responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by SPV in respect of such bid.

2.19 Clarifications

To assist in the process of evaluation of bids, SPV may, at its sole discretion, ask any bidder for clarification on its bid or substantiation of any of the submissions made by the bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the bid would be permitted by way of such clarification/ substantiation.

2.20 Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of bids, SPV may form a Board of Assessors.

2.21 Bids Evaluation

- 2.21.1 In stage I of the bid evaluation, the bids shall be checked for responsiveness with the requirement of the ITT. The evaluation of the bid of a bidder whose bid is found to be substantially responsive shall then consist of evaluation of the Technical Bid submitted on the basis set out in Section - 3.
- 2.21.2 In stage II, the Financial Bids of the bidders who qualified the Technical Bid shall be opened at the notified time, date and place in presence of qualified bidders.
- 2.21.3 SPV may either choose to accept the proposal of the preferred bidder or invite him for negotiations.
- 2.21.4 Upon acceptance of the proposal of the preferred bidder with or without negotiations, SPV shall declare the preferred bidder as the successful bidder.

2.22 Notification

SPV will notify the successful bidder through the Letter of Award (LoA) that its bid has been accepted.

2.23 SPV's Right to Accept or Reject Bids

- 2.23.1 SPV reserves the right to accept or reject any or all of the bids without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to signing of the supply agreement, without liability or any obligation for such acceptance, rejection or annulment.
- 2.23.2 SPV reserves the right to invite revised bids from bidders with or without amendment of the ITT at any stage without liability or any obligation for such invitation and without assigning any reason.

2.24 Acknowledgement of Letter of Award (LoA) and Execution of Supply Agreement

- 2.24.1 Within One (1) week from the date of issue of LoA by SPV the successful bidder

shall acknowledge the LoA. The successful Bidder shall execute the Supply Agreement within ten (10) days of the issue of LoA or any extension thereof as may be decided by SPV and simultaneously furnish performance security.

2.24.2 Failure of Successful Bidder to enter into Supply Agreement with SPV within a period of 10 days from date of issuance of LoA, would constitute sufficient ground for the annulment of LoA. In such event, SPV reserves the right to:

- a. either invite the bidder with the next best offer for the project for negotiations or
- b. take any such measure as may be deemed fit in the sole discretion of the SPV including annulment of the bidding process for the project.

SPV, as the case may be, will promptly notify other bidders that their bids have been unsuccessful and their Bid Security will be returned in accordance with clause 2.8.2.

2.25 Performance Security

2.25.1 Provision of Performance Security

The successful bidder shall submit, for due and punctual performance of obligation hereunder in relation to the Design, Manufacture, Supply, erection and commissioning of Machineries to SPV, simultaneously with the execution of supply agreement, a bank guarantee from an Indian Scheduled Bank in favour of SPV for a sum equivalent to 10% of the Contract value. The Bank guarantee shall be returned upon successful completion of the contract period.

2.25.2 Fresh Performance Security

In the event of the encashment of the performance Security by SPV pursuant to encashment Notice issued in accordance with Supply Agreement, the Supplier shall within thirty (30) days of the encashment Notice furnish to SPV fresh performance security failing which SPV shall be entitled to terminate the supply agreement. The provision set forth in Clause 2.25.1 (a) above shall apply mutatis mutandis to such fresh performance security.

SECTION - 3 CRITERIA FOR EVALUATION

3.1 Eligibility Criteria

A prospective bidder shall be considered as eligible bidder if it fulfils the following criteria and submits sufficient documentary evidence in proof along with the tender form:

- The bidder should be formally constituted and registered firm in India, in existence for at least three years.
- The bidder should be a manufacturer of plant and machinery or equipment it is bidding for. Necessary Licence / supporting documents have to be submitted as a proof.
- The bidder shall have an average annual turnover and Net Worth as mentioned below:

Sl. No.	Description of Schedule	Turnover *	Net Worth as on 1 st April 2018
1	2 Tons per hour Input Capacity Tomato Processing Plant	Rs. 800 Lakh	Rs. 400 Lakh

* Average annual turnover during the last three financial years (2015-16, 2016-17, and 2017-18). Supporting documents have to be submitted as a proof

- Bidder must have successfully executed at least 3 similar projects during the last three financial years (2015-16, 2016-17, 2017-18). Completion Certificate from the clients & copies of the work orders have to be submitted as proof.

Bidders will have to submit a Detailed Technical Bid including Process; List of machinery and equipment they propose to supply for the project; Specifications of machinery and equipment; Details of material of construction, power and water requirement; Conformity to quality standards such as BIS, BEE etc.; Safety features; In-process wastage at each critical operation stage etc., as per format enclosed as **Appendix - E**.

3.2 Evaluation Criteria

The Technical Bid submitted by the bidders shall be evaluated by SPV based on the eligibility criteria and the Technical Bids submitted by them as per the Appendix - E on the basis of the corresponding marks as elaborated below in the table. The bidders will have to make a presentation to the Bid Evaluation Committee during the evaluation of the Technical Bids and before opening of the Financial Bids. Necessary Instruction will be issued to all bidders at an appropriate stage.

Attributes				Evaluation		Maximum Marks
A	Financial Strength					40 Marks
	(i)	Annual Turnover	20 Marks	(i)	60% marks for Minimum Eligible Criteria	
				(ii)	100% marks for twice the	

					minimum for eligible criteria or more In between (i) and (ii) on pro-rata basis	
	(ii)	Net Worth	20 Marks	(i)	60% marks for Minimum Eligible Criteria	
				(ii)	100% marks for twice the minimum for eligible criteria or more In between (i) and (ii) on pro-rata basis	
B	Experience in Similar Works					40 Marks
	(i)	No of Projects	40 Marks	(i)	60% marks for Minimum Eligible Criteria	
				(ii)	100% marks for thrice the minimum for eligible criteria or more In between (i) and (ii) on pro-rata basis	
C	Detailed Technical Presentation					30 Marks
	(i)	Detailed Technical Presentation	20 Marks	(i)	Based on Presentation to the evaluation committee	

- 3.2.1 The marks secured based on the evaluation of the Technical Bid as per the above shall be the Technical Score of the bidder for the project being considered for Evaluation (“Technical Score”).
- 3.2.2 Only those bidders who have secured Technical Score of 70 Marks or above shall be considered for opening of their Financial Bid.
- 3.2.3 Financial bid of the bidders who did not qualify technically will be returned unopened.

3.3 Selection Criteria

- 3.3.1 Bidders who have secured Technical Score of 70 marks or above shall be considered eligible for opening Financial Bid.
- 3.3.2 Technically qualified bidder quoting the least price for each item of machinery in the respective schedule will be declared as the Successful Bidder.
- 3.3.3 Bidders will be having to quote the price of each machinery they are bidding for as per the format enclosed as **Appendix - F**.
- 3.3.4 The Price quoted should include all Taxes, Duties, Packaging, Forwarding and Transportation charges, Insurance, etc., and should be firm.

SECTION - 4**SCHEDULE OF BIDDING PROCESS****4.1 SPV will endeavour to adhere to the following bidding Schedule:**

Sl. No.	Event Description	Date
1	Date of Advertisement	17.12.2018
2	Last date and time for sale of Tender Document	07.01.2019 up to 1700 Hrs.
3	Last date and time for Submission of Written queries	20.12.2018 up to 1700 Hrs.
4	Pre-bid meeting	28.12.2018 at 1100 Hrs
5	Date & time of Submission of Bids	08.01.2019 up to 1500 Hrs.
6	Time and date of opening of technical Bids	08.01.2019 at 1600 Hrs.

SECTION - 5 GENERAL CONDITIONS OF CONTRACT

5.1 Performance Security

- 5.1.1 The successful bidder shall be required to deposit a performance security amount @ 10% of the total contract value within 15 days of issue of supply order in the form of Demand Draft or Bank Guarantee. The performance security will be released after completion of warranty period without any interest. The Bid Security will be refunded after submission of the Performance Security @ 10% of total contract value.
- 5.1.2 If the contractor fails or neglects any of the bid obligations under the contract it shall be lawful for SPV to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 5.1.3 The proceedings of performance security shall be payable to SPV as compensation for any loss resulting from Supplier/ Agency's failure to complete its obligation under the contract.
- 5.1.4 The performance security bond shall be extended suitably in the event of extension of period of contract or till all obligations under the contract have been satisfied.

5.2 Training

- 5.2.1 The Successful Bidder shall provide training, free of cost, to the designated staff of SPV for operation and maintenance of plant and machinery/equipment supplied.
- 5.2.2 The Successful Bidder shall provide complete set of documents towards operation and maintenance manuals.
- 5.2.3 Conduct of training of staff of SPV shall be arranged by the Successful Bidder at Project Site in Andhra Pradesh.

5.3 Payment Terms

- 5.3.1 SPV will follow the Schedule of Payment as mentioned below:

Sl. No.	Payment Milestone	Payment as % of Contract Value	Condition of Payment
1	Advance along with Purchase Order / Supply Agreement	20%	Against Submission of Bank Guarantee (BG) of Equivalent amount with validity until the time of erection & commissioning with an additional claim period of 60 days. BG will be released at the time of release of Final Payment.
2	On Receipt of Plant and Machinery/ Equipment at Site	40%	On physical verification of the equipment by SPV or its authorised agent.

Sl. No.	Payment Milestone	Payment as % of Contract Value	Condition of Payment
3	On Successful Commissioning of Plant and Machinery/Equipment	40% +/- any adjustment.	On successful commissioning and trial runs of the Project; training of SPV Staff and issuance of Completion Certificate by Client or its appointed Consultant.

5.4 Price

- 5.4.1** The Price must be quoted only FOR Destination basis, inclusive of taxes, freight, packing, transit, insurance, inspection, unloading, Installation and annual maintenance Contract for 2 years and other charges.
- 5.4.2** Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in its Financial Bid.
- 5.4.3** Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
- 5.4.4** In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall consider the reduction in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
- 5.4.5** In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 5.4.6** Any increase in taxes and other statutory duties/levies after the expiry of scheduled delivery date or award of contract/work order shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

5.5 Changes in Purchase Order

- 5.5.1** SPV may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 5.5.2** If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any bid by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

5.6 Delays in Supplier's Performance

- 5.6.1** Delivery of service and performance of the services shall be made by the Supplier in accordance with the time schedule specified by SPV in its purchase order/work order/contract. It also covers Saturday/Sunday and other holidays where SPV may require services. In case the supply is not completed in the

stipulated delivery period, as indicated in the Purchase Order, SPV reserves the right either to short close /cancel the purchase order and/or recover liquidated damage charges/forfeit Performance Security/ revoke Performance Bank Guarantee, as the case may be. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier and SPV reserves the right to purchase balance unsupplied item(s) at the risk and cost of the defaulting supplier.

- 5.6.2 The machinery & equipment must be supplied within the specified time as per supply order, otherwise, 1% deduction per week will be done from the cost of instrument. Still the equipment is not supplied; order will be treated as cancelled.
- 5.6.3 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 5.6.4 If at any time during the performance of the contract, the Supplier or subcontractor(s) should encounter condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to SPV in writing the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, SPV shall evaluate the situation and may at its discretion extend the period for performance of the contract.
- 5.6.5 If the supplies are not completed in the extended delivery period, the purchase order shall be short closed and the performance security shall be forfeited.

5.7 Force Majeure

- 5.7.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of SPV as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 5.7.2 Provided, also that if the contract is terminated under this clause, SPV shall be at liberty to take over from the contractor at a price to be fixed by SPV, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the contractor at the time of such termination or such portion thereof as SPV may deem fit, except such materials, bought out components and stores as the contractor may with the concurrence of SPV elect to retain.

5.8 Termination for Default

- 5.8.1 SPV may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part,
- a. If the Supplier fails to deliver satisfactorily any or all of the goods & services within the time period(s) specified in the contract, or any extension thereof granted by SPV;
 - b. If the Supplier fails to perform any other obligation(s) under the Contract; and
 - c. If the Supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as SPV may authorize in writing) after receipt of the default notice from SPV
- 5.8.2 In the event SPV terminates the contract in whole or in part pursuant to para 5.8.1 SPV may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Supplier shall be liable to SPV for any excess cost for such similar services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

5.9 Termination for Insolvency

Either party hereto may, at its option, upon five (5) days written notice, terminate this Agreement should the other party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization, or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

5.10 Documents to be Submitted for Payment

The payment will be released after delivery of the plant and machinery/equipment and submission of the following documents to SPV.

a.	Equipment's leaflets and brochures
b.	Warranty card/AMC Document
c.	Operational/ Service Manual
d.	Spares along with list
e.	Bills in triplicate
f.	Challan
g.	Inspection report in original/ Installation Report, Commissioning & satisfactory
h.	Certificate from the concern that the equipment has been supplied as per the specification in work order/ Financial bid

5.11 Resolution of Disputes

- 5.11.1 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.
- 5.11.2 In case of Dispute or difference between the Purchaser and Supplier relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator.
- 5.11.3 Arbitration proceedings shall be held at Vijayawada, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 5.11.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.

5.12 Applicable Laws

- 5.12.1 The Contract shall be interpreted in accordance with the laws of the Union of India.
- 5.12.2 All disputes shall be subject to the jurisdiction of Honourable High Court of Andhra Pradesh.

SECTION - 6
SPECIAL CONDITONS OF CONTRACT**6.1 Special Conditions of Contract**

- 6.1.1** The special conditions of the contract shall supplement the "Instructions to the Bidders" as contained in Section - 2 & "General Conditions of the Contract" as contained in Section - 5 and wherever there is a conflict, the provisions herein shall prevail over those in Section - 2 and Section - 5.
- 6.1.2 Bank Guarantee against advance payment:** Successful bidder will have to provide a Bank Guarantee against advance payment of 30% of the Contract Value, which shall be valid until the time of erection & commissioning with an additional claim period of 60 days. Bank Guarantee will be released at the time of release of Final Payment.
- 6.1.3** Bidders will have to provide within one week of the issue of the Purchase Order / Supply Agreement, drawings related to the Civil works to be carried out by SPV. The drawings should clearly identify the dead load and live load of each machinery/equipment, foundation drawings for each machine and the layout of factory building.
- 6.1.4** If the date fixed for opening of bids is subsequently declared as holiday by the Government of India/Government of Andhra Pradesh, the revised schedule will be notified. The Notification will be published on SPV website. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
- 6.1.5** Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
- 6.1.6** Any clarification issued by purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents. Such clarification if due will be notified on SPV website.
- 6.1.7** Purchaser reserves the right to blacklist a bidder for a suitable period in case it fails to honour its bid without sufficient grounds.
- 6.1.8** The bidder has to arrange demonstration of the product to be supplied at his own cost.
- 6.1.9** The Agency shall be responsible for compliance to all applicable Laws, Codes, Statutory Regulations & Established Practices as required for performance of services under this contract, whether now in force or which may hereinafter come into force during the currency of the contract and or extension thereof.
- 6.1.10** Invoices should be in the name of SPV and sent at the address:

Cheldiganipalli Horticulture Produce Processing Society

C/o AP Food Processing Society

D.No. 48-11/1-5/8, Gadde Sambasiva Rao Street

Sri Ramachandra Nagar

Vijayawada - 520 008

APPENDIX - A
FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING
(On the letterhead of the bidder)

To,
The _____

Ref: Bid for Design, Manufacturing, Supply, Erection & Commissioning of

Being duly Authorized to represent and act on behalf of _____ (Hereinafter referred to as "The Bidder"), and having reviewed and fully understood all the information provided in the Request for Bid (ITT) document provided to us by SPV in respect of the captioned project, the undersigned hereby submit the Bid for consideration of SPV in response to the ITT for the Project of Design, Manufacturing, Supply, Erection & Commissioning of _____.

For your evaluation, we are enclosing our Bid in One (1) Original and One (1) Copy with the details as per the requirement of the ITT.

We confirm that the bid is valid for a period of One hundred and Twenty (120) day from the **08/01/2019** (Bid Due date).

We also hereby agree and undertake as under:

Notwithstanding any qualification or condition, whether implied or otherwise, contained in our bid we hereby represent and confirm that our bid is unqualified and unconditional in all respects and we agree to the terms of the proposed Supply agreement, a draft of which also forms part of the ITT provided to us.

We further represent that the bidder has not been barred by Government of Andhra Pradesh (GoAP), any other State Government (SG) in India or Government of India (Gol) or any of the agencies of GoAP/SG/Gol from participating in projects of similar nature and such bar subsists as on the bid due date.

Signature of the Authorised Person

Name of the Authorised Person

Date:

APPENDIX - B
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID
(On Rs. 100 Stamp Paper to be duly Notarised)

Know all men by these presents, We _____ (Name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms. _____ (Name and Residential Address) who is presently employed with us and holding the position of _____ as out attorney, to do in our name and on our behalf all such acts, deeds and things necessary in connection with or incidental to our bid for Design, Manufacturing, Supply, Erection & Commissioning of _____ for submission to SPV for its consideration including signing and submission of all documents and providing information / response in all matters in connection with our bid for the project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2018
For _____
(Name and Designation of the person(s) signing
on behalf of the bidder)

Accepted

_____ (Signature)
(Name, Title and Address of the Attorney)
Date : _____

Notes:

1. The mode of the execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
3. In case the bid is signed by an authorised Director, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the power of attorney.

APPENDIX - C
ANTI COLLUSION CERTIFICATE
(On the Letterhead of the Bidder)

To,
The _____

Anti-Collusion Certificate

We hereby Certify that in the preparation and submission of our bid Design, Manufacturing, Supply, Erection testing & Commissioning of _____, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or things which is or could be regarded as anti-competitive.

We further confirm that we have not offered not will offer any illegal gratification in cash or kind to any person or agency in connection with the instant bid.

Dated this _____ day of _____, 2018

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

APPENDIX - D**BANK GUARANTEE FOR BID SECURITY***(On Requisite Stamp Paper)***B.G. No. Dated:**

1. In consideration of you,, having its office at, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project (hereinafter referred to as "the Project") pursuant to the ITT Document dated issued in respect of the Project and other related Documents including without limitation the draft 'Supply Agreement' (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.8 of the ITT Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the ITT Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the SPV an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the SPV stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the SPV is disputed by the Bidder or not, merely on the first demand from the SPV stating that the amount claimed is due to the SPV by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the 'Bid Due Date' inclusive of a claim period of 60 (Sixty) days or for such extended period as may be mutually agreed between the SPV and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the SPV shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the SPV that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the SPV and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the SPV shall be entitled to treat the Bank as the principal debtor. the SPV shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the SPV, and the Bank shall not be released from its liability under these presents by any exercise by the SPV of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the SPV or any indulgence by the SPV to the said Bidder or by any change in the constitution of the SPV or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the SPV to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the SPV may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the SPV in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. Crores (Rupees Crores only). The Bank shall be liable to pay the said amount or any part thereof only if the SPV serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the ‘Bid Due Date’)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and Authorised Official.

(Signature of the Authorised Signatory)

(Official Seal)

**APPENDIX - E
SUGGESTED CONTENT OF THE DETAILED TECHNICAL BID PRESENTATION**

I. Process to be adopted

Schedule Activity	Salient Features of Process	USPs of Your Process
2 Tons per hour Input Capacity Tomato Processing Plant		

II. List of Plant & Machinery/Equipment

Schedule Activity	Items of Machinery/Equipment	Specifications
2 Tons per hour Input Capacity Tomato processing plant		

III. Utilities Requirement

Schedule Activity	Major Items of Machinery/Equipment	Power and Water Requirement
2 Tons per hour Input Capacity Tomato processing plant		

IV. In-process Wastage

Schedule Activity	Critical Process and Machinery/Equipment	% of In-process Wastage (Max; Min; Ave.)
2 Tons per hour Input Capacity Tomato processing plant		

V. Conformity to Quality Standards

VI. Conformity to Safety Standards

VII. Manpower and Skill Sets Requirement for each Critical Process/Machine/Equipment

VIII. Maintenance Requirement and Support

APPENDIX - F
FORMAT FOR FINANCIAL BIDS
(on the Letterhead of the Bidder)

To,
The _____

Ref: Bid for Design, Manufacture, Supply, Erection, testing & Commissioning of

1. With reference to your ITT document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
3. I/ We believe that we satisfy(s) the Technical & Financial Criteria and meet(s) the requirements as specified in the ITT document.
4. The Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the ITT, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
5. I/ We agree and undertake to abide by all the terms and conditions of the ITT document.
6. We abide by the above offer/ quote as per terms of the ITT, if SPV selects us as the Preferred Bidder. We also understand that, in case any differences between the quoted amount in words and figures, the lowest amount will be considered as our quote towards Price.

Yours faithfully,

Signature of Authorised Signatory
(Name, Title, Address, Date)

Dated _____ Day of _____ 2018.

**APPENDIX – F1
PRICE SCHEDULE**

	Description of Schedule	Design, Manufacturing, Supply, Erection, Testing & Commissioning of 2 tons per hour input capacity Tomato Processing Centre
A	Basic Price (INR)	In Figures In Words
B	Quantity (Nos)	
C	Total Basic Price (INR) = A X B	In Figures In Words
D	Taxes (INR)	In Figures In Words
E	Packing, Forwarding & Insurance (INR)	In Figures In Words
F	Installation & Commissioning (INR)	In Figures In Words
G	Annual Maintenance Contract (2 years)	In Figures In Words
H	Other Charges (INR) (Details to be provided)	In Figures In Words
I	TOTAL PRICE (INR) = C + D + E + F + G + H	In Figures In Words

**Signature of Authorised Signatory
(Name, Title, Address, Date)**

Dated _____ Day of _____ 2018.

APPENDIX - G**DETAILS OF PLANT AND MACHINERY/EQUIPMENT**

2 Tons per hour Input Capacity Tomato Processing Plant

Sl. No.	Key Equipment	Broad Technical Specifications
1	Tomato Inspection Conveyor	Stainless steel structure with SS guides, conveyors in food grade material
2	Fruit Washer	Should be made of SS 304 conforming to all sanitary norms Process should be fully automatic with water filtration and recirculation systems
3	Sorting and Cutting Conveyor	Conveyor belt and other contact parts should be made of sanitary food grade materials
4	Inspection Conveyor	Stainless steel structure with belt made of sanitary food grade material
5	Pre-cooling and Blanching Machine	Construction should be in SS 304
6	Bucket Elevators	All parts should be constructed in SS 304
7	Hammer Crusher	All parts should be constructed in SS 304
8	Collection Tanks	All parts should be constructed in SS 304
9	Pulper-cum-Finisher	All parts should be constructed in SS 304 PLC controlled Fitted with fine sieves (1/36", 1/48")
10	Holding Tanks	All parts should be constructed in SS 304/SS 316 Should be polished to 150 grits conforming to HACCP specifications Should be fitted with slow speed stirrer
11	Screw Transfer Pump	All parts should be constructed in SS 304 Pumping medium temperature 90°C Delivery Pressure 5 kg/Cm ²
12	Hot Breaking System	Should be fully automatic with automatic temperature control and steam trapping system All parts should be constructed in SS 304
13	Evaporator	All contact parts should be constructed in SS 304 and food grade material conforming to HACCP specifications
14	Rotary Scrape Surface Pasteurizer	Fully automatic system with steam, temperature and flow control Material of construction should be SS 304
15	Insulated Steam Jacketed Tank with Stirrer	Material of construction should be SS 304 Insulated with glass wool and fitted with CIP system
16	Homogenizer	All process contact parts should be made of SS 304
17	Automatic Can Filling Machine & Retortable Pouch Filling Machine-Complete Line	Suitable for filling tomato puree/juice up to 5 kg in cans/retortable pouches (Up to 2 Kgs)

18	Counter Pressure Sterilizer	Material of construction should be SS 304
19	Oil Fired Boiler	Steam output 2000 kg/Hr. Automatic fuel firing system
20	RO Plant	3000 Litres/Hr. capacity
21	Lab Equipment	Brix Meter / Refractometer PH Meter Bostwick Meter etc.,

Note: Specifications as detailed above are only indicative and are minimum expectation of the purchaser. Bidders are encouraged to offer equipment with better specifications and performance parameters