




**KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LIMITED  
BENGALURU**

**M/s KARNATAKA ANTIBIOTICS AND  
PHARMACEUTICALS LIMITED  
UJJAIN, MADHYA PRADESH  
BULK DRUG PROJECT  
FOR  
7-ACA (7-Aminocephalosporanic acid)  
TENDER DOCUMENT FOR  
CENTRIFUGAL AIR COMPRESSOR  
17000 Nm<sup>3</sup> /Hr (DRY)  
DOC. NO : KAPL/BDP/CG/3251**

Prepared by: SB	Date of Issue:	01/03/2023			
Doc-Type: Tender Document	Customer:	Karnataka antibiotics and pharmaceuticals ltd			
Title: Tender Document for centrifugal Air Compressor	Project Name:	7-ACA (API/ Bulk Drug Plant)			
 <b>Doshi Consultants Pvt. Ltd.</b> 208, City Centre, 570 MG Road, Indore, India	Project No.:	626			
	Doc No.: KAPL/BDP/CG/3251	Language: English	Version: V0	Page No.:	1 96




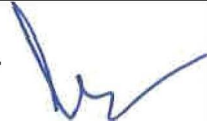



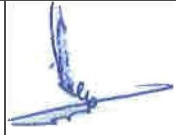
**KARNATAKA ANTIBIOTICS &  
PHARMACEUTICALS LTD.**

**TENDER FOR SUPPLY, ERECTION  
SUPERVISION , COMMISSIONING AND  
VALIDATION OF  
AIR COMPRESSOR SYTSEM  
DOC. NO. KAPL/BDP/CG/3251**



**DOSHI CONSULTANTS  
PVT. LTD.**



**Document Approval**

Prepared By (DCPL)	Reviewed By (DCPL)	Review & Approved By (KAPL)	Review & Approved By (KAPL)	Review & Approved By (KAPL)	Review & Approved By (KAPL)
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01/03/2023	01/03/2023	01/03/2023	01/03/2023	01/03/2023	01/03/2023



**Document Revision History**

Document No.	Revision	Prepared/Changed by Date	Status / Change note
KAPL/BDP/CG/3251	R-00	SB/ 01.03.2023	For Tender



	TENDER FOR SUPPLY, ERECTION SUPERVISION , COMMISSIONING AND VALIDATION OF AIR COMPRESSOR SYTSEM	
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## SECTION: I - INTRODUCTION

### 1.1 Purpose

The Tender document aim at detailing the user requirements & technical specifications defined & agreed to between the M/s Karnataka Antibiotics and pharmaceutical Ltd and M/s Doshi consultants Pvt. Ltd.

### 1.2 Scope



The scope of this specification covers Design, Fabrication. Manufacturing, Assembly, Inspection, Testing (at manufacturing facility), Supply, Packing and Forwarding, Transportation, Transit Insurance, Supervision of Unloading & placing equipment on foundation, Commissioning including Pre-commissioning visit at site. The equipment shall be complete with all accessories, interconnecting piping/fittings, instrumentation etc. Validation and Documentation of Air Compressor is also included in the scope of services.

### 1.3 Objective

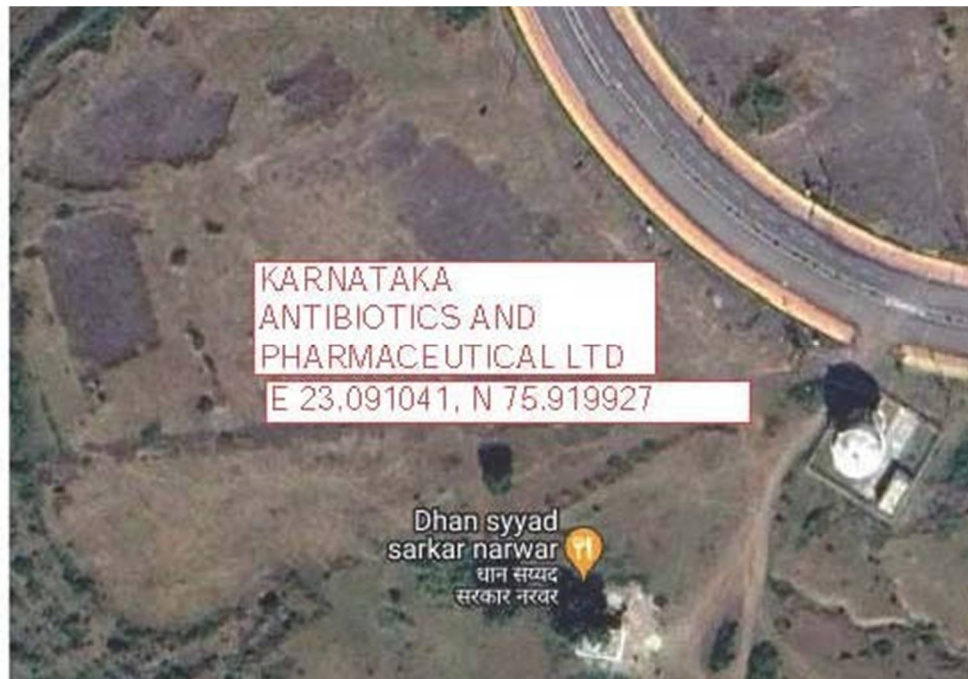
This tender document has been prepared to detail out the functional requirements for Air Compressor as specified by the user. It does not necessarily specify how the system will function, but rather the intentions of the user regarding system functionality. This document will serve as the basis of design of Air Compressor.



### 1.4 PROJECT INFORMATION

A	Client		<b>M/s. Karnataka Antibiotics and Pharmaceuticals Ltd</b> KAPL HOUSE “ARKA – THE BUSINESS CENTRE”, Plot No. : 37, Site No. : 34/4, NTTF Main Road, Peenya Industrial Area, 2nd Phase, Bangalore-560 058			
B	Plant Location		<b>M/s           Karnataka                   Antibiotics                   and                   Pharmaceuticals Ltd</b>  Plot   No;103 & 104, 110-116, Vikram udyogpuri, Ujjain, Madhya Pradesh			
C	Project		<b>Bulk drug project for 7 ACA</b>			
D	Site Data	Ambient Data		DBT (°F)	WBT (°F)	RH (%)
			Summer	106	77	28
			Monsoon	90	81.3	70
			Winter	50	44.1	65
		Other Data	Altitude	492 M (From Sea Level)		
		By Road	Indore/ Ujjain City			

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E	Access to Site	Railway Station	From Ujjain
		Nearest Airport	Indore Airport
F	Soil condition		Black cotton / Murram / Soft Rock
G	Safe bearing capacity		17.5 Mt/ sq mt at 3.0 mtr depth



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## SECTION II - INSTRUCTIONS TO BIDDERS

1. The successful bidder will have to enter into a written Contract / Agreement with the Purchaser, the terms and conditions of which are enclosed herewith.
2. The tender should be signed in long hand, dated, duly stamped and witnessed at all places provided therein. Also all pages, drawings, corrections/alterations should be initialled/stamped.
3. Bidder must be careful to deliver a bonafide tender. Any tender who proposes any alterations to any of the conditions lay down or which proposes any other conditions or any description whatsoever is liable to be rejected.
4. Intimation of tenders' quotation by a telegram/fax will not be considered.
5. Tenders must be accompanied by a certified true copy of the Power of Attorney in favour of the signatory to the tender which should inter alia empower him/her to bind the firm to Arbitration Clause given in the Articles of Agreement and Contract conditions.
6. In case a blank tender is being submitted, it should be marked prominently '**BLANK**' on the envelope and signed by the authorized person.
7. In view of postal and other delays, the tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders or be sent by a special messenger. Tender received late shall be liable for rejection.
8. Prices shall be written in ink and shall be entered both in figures and words. In case of discrepancy the figure quoted in words shall be taken as accurate. In case of any discrepancy in the unit rate and amount, the unit rate shall be taken as accurate.
9. Prices quoted by the bidder shall be firm and valid even if the contract is split in two or more parts among different bidders.



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### **SECTION – III**



#### **GENERAL INSTRUCTIONS TO TENDERERS (GIT) CONTENTS**

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## A. PREAMBLE

### 1. Definitions and Abbreviations:

**1.1** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:



#### 1.2 Definitions:

- (i) “Purchaser” means the **Karnataka Antibiotics and pharmaceutical Ltd (KAPL)** and / or its representatives **M/s DOSHI CONSULTANT PVT LTD (DCPL)** (consultants) purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract, then that “another” person is the consignee, also known as ultimate consignee
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

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**Abbreviations:**

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free on Rail
- (xxvi) "FAS" means Free alongside Ship
- (xxvii) "CIF" means Cost, Insurance and Freight
- (xxviii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally, the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxix) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxx) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxxi) "MOH&FW" means Ministry of Health & Family Welfare, Government of India.
- (xxxi) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) "RT" means Re-Tender.

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## 2. Introduction

- 2.1** The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in subsequent paragraphs which also indicates, inter alia, the required delivery schedule, terms and place of delivery.
- 2.2** This section GIT (Section II - “General Instruction to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3** The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4** Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

## 3. Language of Tender



- 3.1** The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2** The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

## 4. Eligible Tenderers

- 4.1** This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified against clause 16 of GIT Sec. II in this document.

## 5. Eligible Goods and Services

- 5.1** All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

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## 6. Tendering Expense and Tender fee

**6.1 Tendering Expense:** The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.



**6.2 Tender fee:** No tender fees applicable. Tender can be down loaded from CPP-portal (e- publishing module) / KAPL website([www.kaplandia.com](http://www.kaplandia.com))

## B. TENDER ENQUIRY DOCUMENTS

### 7. Content of Tender Enquiry Documents

7.1 `In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

Section I	:	Introduction
Section II	:	Instructions to Bidder
Section III	:	General Instructions To Tenderers (GIT)
Section IV	:	Special Instructions To Tenderers (SIT)
Section V	:	General Conditions of Contract (GCC)
Section VI	:	Special Conditions of Contract (SCC)
Section VII	:	Scope of Work
Section VIII	:	Technical Specification
Section IX	:	Qualification Criteria
Section X	:	Tender Form
Section XI	:	Price Schedule
Section XII	:	Questionnaire
Section XIII	:	Manufacturer’s Authorisation Form
Section XIV	:	Bank Guarantee Form For Performance Security
Section XV	:	Contract Form
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Section XX		Integrity Agreement
Section XXI	:	Schedule of Fiscal Aspects

7.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. Interested tenderers are expected to examine all such details etc. to proceed further.

## 8. Amendments to Tender Enquiry documents

8.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. Such an amendment will be notified by client on e-portal of KAPL

8.2 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## 9. Clarification of Tender Enquiry documents

9.1 A Tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same during the pre-bid meeting. The purchaser will respond to such request by publishing the response / clarification in the official mail.



## C. PREPARATION OF TENDERS

### 10. Documents Comprising the Tender

10.1 The **Two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the tenderer shall comprise the following:

#### a) Technical bid (Un priced Bid)

- Earnest money furnished in accordance with GIT clause 17.1 alternatively, documentary evidence as per GIT clause 17.2 for claiming exemption from payment of earnest money.
- Tender Form as per Section X (Without mentioning the price)
- Documentary evidence, as necessary in terms of GIT clauses 4 and 15 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- Tenderer / Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- Power of attorney in favour of the signatory of the tender document.
- Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.

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- vii. Supporting documents as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii. Certificate of country of origin by the bidder from abroad. (Chamber of commerce).
- ix. Checklist as per Section XVIII
- x. Data sheet and Layouts given as Annexure- I & II, duly filled up and signed and stamped
- xi. Vendor should submit all other details like drawings, technical details and as required in tender and Datasheets. Vendor has to specify the make & model of Air compressor  
The makes & models should match with those which the supplier intends to supply for this tender

**b) Price Bid:**

The Tender form as per Section X & Price schedule as per section XI duly filled should be submitted with the prices indicated.

**10.2 Note to the Bidder(s)**

- 1. All pages of the Tender should be page numbered and indexed.
- 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

10.3 The tender should be signed in long hand, dated, duly stamped and witnessed at all places provided therein. Also, all pages, drawings, corrections/alterations should be initialled/stamped.

10.4 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

10.5 Tender sent by fax/telex/cable/electronically shall be ignored.



**11. Tender currencies**

- 11.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 11.2 Tenders, where prices are quoted in any other way shall be treated as non - responsive and rejected.

**12. Tender Prices**

- 12.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services proposed to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any



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column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.

- 12.2 The price of the schedule complete in all respect will be evaluated and the L1 party will be identified schedule wise.
- 12.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 12.4 The prices quoted in the price schedule shall be inclusive of all applicable taxes & duties, insurance, Transportation, P&F etc. The quoted price shall also be inclusive for the services to be provided to obtain the necessary statutory approvals required for this work. However, the client will reimburse the applicable government fees paid on behalf of client by the tenderer.
- 12.5 For insurance of goods to be supplied, relevant instructions as provided under GCC- Clause 11 shall be followed.
- 12.6 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- 12.7 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

### **13. Firm Price**

Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.



### **14. Alternative Tenders**

Alternative Tenders are not permitted.

### **15. Documents Establishing Tenderers Eligibility and Qualifications**

- 15.1 Pursuant to GIT clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 15.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
  - a) In case the tenderer offers to supply goods which are manufactured by some other firm where the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser, the tenderer shall submit the manufacturer's



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authorization letter to this effect as per the standard form provided under Section XIV in this document.



- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast-moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

#### 16. Documents establishing good's Conformity to Tender Enquiry document.

- 16.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose, the tendered shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 16.2 No deviations will be entertained towards this tender. In case there is any variation/ deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same and get it clarified during the pre-bid meeting.
- 16.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

#### 17. Earnest Money Deposit (EMD)

- 17.1 Pursuant to GIT clauses 7.1 and 10.1 the tenderer shall furnish along with its tender, earnest money for amount as shown in the NIT. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 17.7 below.
- 17.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these



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categories, it should furnish copy of its valid registration details (with NSIC). The EMD should be furnished in the name of “**Karnataka Antibiotics pharmaceutical ltd.**”.

- 17.3** The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 11.2. The earnest money shall be in the form of **Bank Guarantee/demand draft in favour of Karnataka Antibiotics pharmaceutical ltd, payable at Bengaluru**
- 17.4 EMD in the form of bank guarantee/Demand draft is to be provided from any scheduled commercial bank in India as per the format specified.
- 17.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 19 of GIT is 120 days, the EMD shall be valid for 165 days from Technical Bid opening date.
- 17.6 The EMD of technically disqualified parties shall be returned without any interest after opening of price bids of technically qualified parties. The EMD of unsuccessful bidders in price bid will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 17.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 17.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank or scheduled bank, but not cooperative banks in India by way of back-to-back counter guarantee.

## **18. Tender Validity**

- 18.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 18.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their

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original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD. In such case, the tender shall be treated as unresponsive and rejected.

- 18.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.



## 19. Signing and Sealing of Tender

- 19.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10
- 19.2 The tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 19.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 19.4 The tenderer should seal the tender and write the address of the purchaser and the tender reference number on the envelope. The sentence “NOT TO BE OPENED before..... (*The tenderer is to put the date & time of tender opening*)” are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 19.5 The document seeks quotation following **two Bid System**, in two parts. First part will be known as **‘Technical Bid’**, and the second part **‘Price Bid’** as specified in clause 10 of GIT. Tenderer shall seal **‘Technical Bid’** and **‘Price Bid’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 20.1 to 20.3 followed.

## D. SUBMISSION OF TENDERS

### 20. Submission of Tenders

- 20.1 Unless otherwise specified, the tenders are to be submitted to, **“Address of client to be mentioned”**.

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20.2 The tenderers must ensure that they submit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, reaches the address mentioned in GIT 21.1 by the specified clearing date and time.

20.3 In the event the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

## **21. Late Tender**

21.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored and not considered.

## **22. Alteration and Withdrawal of Tender**

22.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered. In case of alterations / modifications to tender, the latest alteration/modification will supersede information given in earlier tender.

22.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender. In case of alterations / modifications to tender, the latest alteration/modification will supersede information given in earlier tender.

## **E. TENDER OPENING**



### **23. Opening of Tenders**

23.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

23.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

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- 23.3 Two - Tender system as mentioned in para 20.5 above will be as follows. The **Technical Bid** is to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Bid opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit, Tender Fee and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the **Price Bid** of only the Technically qualified offers (**as decided in the first stage**) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.



## F. SCRUTINY AND EVALUATION OF TENDERS

### 24. Basic Principle

- 24.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### 25. Preliminary Scrutiny of Tenders

- 25.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 25.2 Prior to the detailed evaluation of Price Bid, pursuant to GIT Clause 30, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 17), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 25.3 If a Tender is not substantially responsive (non-Responsive), it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 25.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored. A non-responsive tender is one which deviates technically or commercially from any specific provision in the tender enquiry.

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25.5 The following are some of the important aspects, for which a tender shall be declared **non – responsive** and will be summarily ignored:

- (i) Tender form as per Section X (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.) / exemption documents tender fee (amount) have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIII.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 4.1 & 15.1.
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xiii) The signed Integrity Pact not enclosed by the Tenderer.
- (xiv) Data sheet and layout given in Annexure-I & II, not duly filled, signed and stamped.



## 26. Minor Infirmary /Irregularity/Non-Conformity

26.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer, asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## 27. Discrepancies in Prices

- 27.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 27.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected accordingly.
- 27.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 27.1 and 27.2 above.



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- 27.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by email/ registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored and rejected.

## 28. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

## 29. Schedule/ Package -wise Evaluation

- 29.1 In case the List of Requirements contains more than one schedule / Package, the responsive tenders will be evaluated and compared separately for each schedule/package. The tender for a schedule/ package will not be considered if the complete requirements prescribed in that schedule/ package are not included in the tender. However, as already mentioned in GIT sub clause 12.2, the tenderers have the option to quote for any one or more schedules/ package.

## 30. Comparison of Tenders



- 30.1 Unless mentioned otherwise in Section – IV – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on total price on DDP basis at consignee's site and Total price at consignee's site whichever is applicable. The quoted turnkey (if any) prices will also be added for comparison/ranking purpose for evaluation.

## 31. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 31.1 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 32.2 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

## 32. Tenderer's capability to perform the contract

- 32.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule/ package in the List of Requirements, then, such determination will be made separately for each schedule/ package.
- 32.2 The above-mentioned determination will, inter alia, take into account the tenderers financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by

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the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

### **33. Contacting the Purchaser**

- 33.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 33.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

### **34. Purchaser's Right to accept any tender and to reject any or all tenders**

- 34.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **35. Award Criteria**

- 35.1 Subject to GIT clause 34 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 31.



### **36. Variation of Quantities at the Time of Award/ Currency of Contract**

- 36.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 36.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

### **37. Notification of Award**

- 37.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post/ courier or by fax/telex/cable (to be confirmed by registered / speed post/courier) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of



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the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

37.2 The Notification of Award shall constitute the conclusion of the Contract.

### **38. Issue of Contract**

38.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by email/registered / speed post/courier.

38.2 Within twenty-one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post/courier.

38.3 The Purchaser- reserves the right to issue the Notification of Award consignee wise.

### **39. Non-receipt of Performance Security and Contract by the Purchaser/Consignee**

39.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 36 and 37 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

### **40. Return of E M D**

40.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 17.7

### **41. Publication of Tender Result**



41.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

### **42. Corrupt or Fraudulent Practices**

42.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

#### **43. Integrity Pact (IP)**

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given below:

##### **The Public Authority commits that:**



- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- All necessary and appropriate technical, legal and administrative information related to the contract will be made public
- None of the officials will make available confidential information to a bidder/supplier to give unfair advantage in the contract
- Declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- Officials will report to appropriate government authority about any breach/attempt to breach a commitment.

##### **The Bidder commits that:**

- they will not offer any illicit gratification to obtain unfair advantage
- they will not collude with other parties to impair transparency and fairness
- they will not accept any advantage in exchange for unprofessional behaviour
- will disclose all payments made to agents and intermediaries
- it will demonstrate existence of organization-wide code of conduct forbidding unethical practices

##### **Penalties:**



For failure to implement IP, officials will be subject to penal action and bidders will face cancellation of contract, forfeiture of bond, liquidated damages and blacklisting. Action will not require criminal conviction but be based on "no-contest" after the evidence is made available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.

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**Integrity Pact has to be signed and submitted by the Tenderer along with the filled up Tenders, failing which the Tender is liable to be rejected. Integrity Pact is enclosed in Section-XX**

**44. Paying Authority:**

- 44.1 The payment for the supply's installation, commissioning and validation and any other payment mentioned in the tender enquiry will be made by "KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD.".

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## SECTION - IV

### SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision
A	1 to 6	Preamble	No Change
B	7 to 9	TE documents	No Change
C	10 to 20	Preparation of Tenders	No Change
D	21 to 23	Submission of Tenders	No Change
E	24	Tender Opening	No Change
F	25 to 33, 35,36	Scrutiny and Evaluation of Tenders	Change
G	37 to 47	Award of Contract	No Change



In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

**32.1 The Tenderer has to mandatorily quote for all the equipments as per the Price Schedule (in Section XI) failing which the Tender shall be disqualified and rejected.**

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**SECTION – V**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
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## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Scope of work under Section VII and Technical Specification under Section VIII of this document.

### 2. Use of contract documents and information



- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier with the prior approval of purchaser in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

### 3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

### 4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

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## 5. Performance Security



- 5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India or in the case of a foreign tenderer, the same shall be routed through a Nationalised Indian Bank, in the prescribed form as provided in section XV of this document in favour of the Purchaser. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser including furnishing of Bank Guarantee as per Proforma in Section XV, the amount of the performance security is liable to be forfeited.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee's certificate.

## 6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification'; 'Quality Control Requirements' under Sections VII and Section VIII of this document enclosed as annexure to this document.

## 7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

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7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and Section VIII and in SCC under Section V, the supplier shall mark on three sides of the package with the following with indelible paint of proper quality:

- 1 a. contract number and date
- 2 b. brief description of goods including quantity
- 3 c. packing list reference number
- 4 d. country of origin of goods
- 5 e. consignee's name and full address and
- 6 f. supplier's name and address

## 8. Inspection, Testing and Quality Control

8.1 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.2 The purchaser's/consignee's have the contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination. The supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same for conducting the inspections and tests again.



8.3 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

## 9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the **Schedule of Fiscal Aspects**.

## 10. Transportation of Goods



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- 10.1 Transportation of domestic goods including goods already imported by the supplier to be done by the supplier himself and the goods to be delivered at the site of the consignee at his own risk and cost.

#### 11. Insurance:

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the consignee.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their own cost till the successful installation, testing, commissioning, qualification and handing over of the goods to the consignee.

#### 12. Spare parts



- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
  - Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

#### 13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – VI), Scope of work (Section – VII) and the Technical Specification (Section – VIII), the supplier shall be required to perform the following services
- Installation & commissioning, Supervision and Demonstration of the goods

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- Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- Training of Consignee for operating and maintaining the goods
- Supplying required number of operation & maintenance manual for the goods

#### 14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement



Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Two copies of packing list identifying contents of each package;
- Inspection certificate issued by the nominated Inspection agency, if any.
- Certificate of origin;
- Insurance Certificate as per GCC Clause 11.
- Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract).



- Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airwaybill;
- Four Copies of packing list identifying contents of each package;
- Insurance Certificate as per GCC Clause 11.
- Manufacturer's/Supplier's warranty certificate;
- Certificate of origin

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The vendor shall also inform the purchase regarding the Port of Loading, Port of Discharge & the Expected date of arrival;

## 15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for 1 (One) years after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
  - a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
  - b. Warranty contract will be inclusive of all accessories and Turnkey (if any) work and it will also cover all wearable & non wearable components.
  - c. Replacement and repair will be under taken for the defective goods.
  - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within 48 hours. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twelve (12) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

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15.7 During Warranty period, the supplier is required to visit consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods without any extra CHARGES

15.8 The Supplier along with its Indian Agent shall always accord most favoured purchaser status to the Purchaser vis-à-vis it's other Purchasers of its equipments / machines/goods etc. and shall always give the most competitive price for its machines / equipments supplied to the Purchaser/Consignee.

## 16. Assignment

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to any third party, except with the Purchaser's prior written permission.

## 17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.



17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

## 18. Modification of contract

18.1 , If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee

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within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## 19. Prices

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender.

## 20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser's destination.
- 20.2 Further instruction, if any, shall be as provided in the SCC.
- 20.3 No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc.

## 21. Terms and Mode of Payment



### 21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract payment shall be made in Indian Rupees as specified in the Schedule of fiscal aspects.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier has also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

## 22. Delay in the supplier's performance

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements (Section VI) and as incorporated in the contract.



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- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following clauses:
- (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its performance security and
  - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- a. The Purchaser / Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - b. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST, and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST, and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 If the supplier fails to perform the entire scope of work mentioned within the stipulated time period. The supplier is required to apply to the Purchaser/Consignee for extension of time period and obtain the same. In case the supplier does not obtain an extension, Liquidate Damages as per Clause 23 shall be applicable.

## **23. Liquidated damages**

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (Zero point five percent) of the work value per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5% (Five percent) of the contract price. Once the



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maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

## **24. Termination for default**



- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee ), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement/ services.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for insolvency**

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such clause so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

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26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.



## **28. Governing language**

28.1 The contract shall be written in English language following the provision as contained in GIT clause 3. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

## **29. Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile or email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.



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- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

### 30. Resolution of disputes



- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of the arbitrator to be appointed by the Managing Director of the employer. The award of the arbitrator shall be final and binding on the parties to the contract
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place of Bengaluru

### 31. Applicable Law

- a. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b. Jurisdiction  
The courts at Bengaluru, shall have exclusive jurisdiction for all disputes and difference arising out of this contract.



### 32. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the tenderer on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material that would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Indian Agent, shall be **jointly and severally liable** to and responsible for all obligations towards the

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Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

- 32.5 The Supplier/its Indian Agent shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 32.6 The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive till the termination or expiry of the contract.

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## SECTION – VI

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

#### 1. GENERAL

These special conditions shall be read in conjunction with the General Conditions of contract, Job Specifications, Drawings and other documents forming part of this contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the context in so far as it may be practicable to do so.

The several documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy the following order of precedence shall be observed:

The works described in latest approved documents like drawings, design qualification and notes thereon.



- The items in the schedule of quantities.
- Particular specifications (given in Tender documents)
- Special conditions of contract.
- General conditions of contract.
- Special Instructions to tenderers
- General Instructions to tenderers

The intending supplier shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the tender or before signing the contract. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

The prices quoted should include supply, installation, testing & commissioning at site & should include all applicable taxes & duties.

#### 2. COMPLETION TIME & LIQUIDATED DAMAGES

Over all completion time shall be as mentioned in the Schedule of Fiscal Aspect. The Liquidated Damages (LD) shall be levied at the rate of 0.5% per week maximum being 5% of Total Contract Value, if the work is delayed beyond the stipulated completion time.

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### 3. FAILURE TO ARRANGE COMMITTED MANPOWER /MACHINERY

The Supplier shall submit manpower and machinery / equipment proposed to be deployed to carry out the work within the stipulated time period of completion. Such committed manpower/machinery shall be considered as minimum requirement and failure to maintain the same at site shall be treated as deemed unfit. In such cases, the purchaser reserves the right to terminate the contract as per GCC clause 24.

### 4. ACCESS TO SITE

All necessary access to working area will have to be made and maintained by the Supplier. Such temporary constructions shall have to be removed after completion of the work or if so advised by Purchaser at any point of time at no extra cost.

### 5. PROPERTY RIGHTS

All materials / goods / items at site whether free issue or otherwise, other than the Supplier's construction machinery, will be property of Purchaser, which shall not be removed from site of work and shall be open to inspection by Purchaser. The Supplier shall be responsible for any theft, loss and damage to such material, items, goods etc.

### 6. LABOUR AT SITE

Purchaser will not allow any temporary or permanent hutments or colonies at the Work Site. The Supplier will have to make his own arrangement for such labour camp(s) away from site at his own cost.



### 7. WATER AND ELECTRICITY FOR CONSTRUCTIONS

The electricity and water, if available at site will be provided to the Supplier at a single point

### 8. OTHER CONTRACTS / CONCURRENT WORKS

Purchaser reserves the right to let other Suppliers work in the same area in connection with his work under similar Agreement. The Supplier shall afford other Supplier s' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of Supplier's or sub- Supplier's work depends for proper execution or results upon the work if any other Supplier or Sub- Supplier, the Supplier shall inspect and promptly report to Purchaser any defects in such work that render it unsuitable for such proper execution and results. Failure of the Supplier to so inspect and report shall constitute an acceptance of the other Supplier's work as fit and proper for the reception of his work.

During the progress of this contract, other construction works will also be concurrently in operation. The Supplier shall co-operate with the other Supplier s working at site to the fullest extent and shall allow reaching other every facility and co-operation for execution of this work, simultaneously and satisfactorily during the erection of machinery or execution of any other activity. Supplier may have to suspend his work partially or totally in the interest of the whole project. He may also be required to dismantle or to shift his construction plant and

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equipments for erection of machinery and /or any other operation. In such cases, he shall not be given any compensation on account of reduction or stoppage of labour force or dismantling, shifting of his construction plant and equipments, etc.

## 9. SAFETY PRECAUTIONS AT WORK

The Supplier shall make all necessary arrangements for safety of personnel working at site and ensure that all safety precautions in line with established industry practices are taken and Guide Lines issued by Statutory Authorities are complied with.

## 10. PROTECTION AND CLEANING

The Supplier shall protect and preserve the work from all damage or accident providing any temporary roof, window and door coverings, boxing or other construction as required by the Purchaser. This protection shall be provided for all property adjacent to the site as well as on the site.

The Supplier shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the Supplier shall ensure that the premises and / or site are cleaned, surplus materials debris, sheds etc. removed, areas under floors cleared of rubbish, gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labelled and handed over to the In Charge of Works so that the whole is left fit for immediate occupation or use and to the satisfaction of the Purchaser.

## 11. PROTECTION OF WILD LIFE

The Supplier shall ensure the safety of wild life animals in and around the site and ensure that all Statutory Regulations are complied with. He shall indemnify Purchaser against violation of Wild Life Protection Act or any such Government Regulations.

## 12. VALIDITY OF OFFER/RATES / PRICES

The Offer remains valid for a period of 120 days from the date of opening of tender.



After placement of Order all the rates/prices quoted by Supplier shall remain valid till the Final Acceptance Certificate / Measurement Certificate is issued by Purchaser.

The unit rates / prices quoted by the Supplier in the offer shall be firm irrespective of variation in any quantity of individual items and/or in the total contract price.

Prices and unit rates shall be valid even if the contract is split.

Prices and unit rates of any or each item shall be valid irrespective of whether the item to be executed is located at any height/depth, any floor, inside or outside the building unless otherwise specifically mentioned.

Necessary deductions towards the Employee's State Insurance as per the Act, will be made in the Supplier's bills if necessary. The Supplier shall provide the proof of ESI payments and its adherence. The Supplier should maintain all records of labour payments (including sub suppliers) and product as and when required by the Purchaser or ESI Authorities for

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assessment and recovery. In case any additional amount is demanded from the Purchaser by the authorities on any account, the Purchaser shall have the right to recover the same from the Supplier.

### 13. CONFIDENTIALITY

The Supplier shall not reveal the scope of supply/rates/quantities/facilities appearing in the order to anybody without the knowledge of Purchaser. Violation of this Clause will be treated as breach of Contract, in which case Purchaser will reserve the right to take necessary punitive action against the Supplier.

### 14. TESTING OF MATERIAL

Purchaser reserves the right to ask for any kind of test to be carried out on any construction material / consumables / finished structures / operation / performance or goods or items / bought outs. The Supplier shall bear all necessary charges for all such tests. Such tests shall be carried out by a laboratory / person approved by Purchaser.

### 15. ESCALATION

The rates of Supplier shall remain fixed till the completion and NO price variation on account of any increase in taxes, duties or any other reason, whatsoever, shall be payable. It is clarified that No escalation clause is applicable for this contract.

### 16. SUPPLIER'S INABILITY TO SUPPLY MATERIAL/ PROVIDING THE SERVICE

In case of Supplier fails to supply any item of material / services covered under contract then Purchaser will be at liberty to procure the same from open market / engaging other parties to perform the required services at the risk & cost of the Supplier and recover the same from forthcoming running bill or Security Deposit/Bank Guarantee.



### 17. PUNITIVE MEASURES

Purchaser will decide on punitive measures wherever reference to punitive measures or otherwise due to breach of contract is indicated in the clauses above. Decision of Purchaser in such matters shall be binding on the Supplier.

### 18. AMBIGUITIES IN TERMS & CONDITIONS/ QUANTITIES.

In case of any dispute or ambiguity in the interpretation of any condition contained both in the Agreement and the Special Conditions of Contract the interpretation of the Special Conditions of Contract shall prevail.

In case of interpretation of any item description in the schedule of quantities and the equivalent specifications, the item description given in the schedule of quantities shall prevail.

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## 19. CHANGES IN CONSTITUTION

Before any change is made in the constitution of the firm, the prior approval is to be obtained by the Supplier in writing of the Accepting Authority. If the Supplier is an individual or a proprietary concern and the individual or the proprietor dies and if the Supplier is a partnership concern and one of the partners dies, then the Accepting Authority reserves the right to cancel the contract, if the Accepting Authority is not satisfied that the legal representatives of the individual firm or the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract.

## 20. UNDER PAYMENT / OVER PAYMENT

The Purchaser reserves the right to carry out past payments, audit and technical examinations of the trial bill including all supporting vouchers, abstracts, etc., If as a result of such audit and technical examination any overpayment is discovered, it shall be recovered from any other sum due to the Supplier, which may be available with the Purchaser or he shall pay the claim on demand.

Any amount due to the Supplier under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Supplier.

## 21. TECHNICAL APPROVALS / PAYMENT CERTIFICATE

21.1 After getting the order successful bidder has to submit all technical detail of equipment, GA drawing of equipment along with technical data sheet with supporting document, Quality assurance plan, stage inspection schedule for approval from both Consultant DCPL and KAPL

21.2 Once successful bidder gets approval then only he can take equipment in manufacturing

21.3 Successful bidder shall submit the all-material test certificate before manufacturing starts and approval from both Consultant DCPL and KAPL



21.4 Successful bidder has to take approval of make makes also as listed in section VIII, if make is not listed then he has take prior approval before use from both Consultant DCPL and KAPL

21.5 Successful bidder has to take approval of make makes also as listed in section VIII, if make is not listed then successful bidder shall takes prior approval before use from both Consultant DCPL and KAPL

21.6 After issuing of payment certificate by consultant DCPL, purchasers will release the payment within 30 to 45 days from date of issue of payment certificate

**22.** In case of any conflict between the description of items in schedule of quantities, specifications, drawings and other tender documents, the decision of the Purchaser, in



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writing, shall be final and binding and conclusive for the purpose of this contract. The Supplier in any case shall not delay or stop the work for the questions or disputes being referred to arbitration but shall proceed with work with all diligence until the decision of the arbitrator and shall abide by arbitrators' decision.



- 23.** The Supplier shall be responsible, in all respects, for the co-ordination of all the services work including electrical, piping and modular works or works of other Purchaser appointed agencies. Supplier shall ensure proper co-ordination for the inter-dependent / related activities between himself, services sub-Suppliers and other nominated, Specialist Suppliers etc.

The Supplier shall arrange the drinking water and scaffoldings required on their own.



- 24.** The Supplier shall be responsible to work out a co-ordinated work schedule with the HVAC, Civil, Electrical, Mechanical & Piping and other nominated Suppliers.
- 25.** No other claim shall be entertained from the Supplier on the plea that the work has been executed in the above circumstances or under difficult conditions. It shall be the responsibility of the Supplier to enforce necessary discipline among his workers and staff to ensure smooth working at the site in a spirit of co-operation and amity with all other agencies. In case of any dispute, decision of Purchaser or Purchaser shall be final and binding to the Supplier.
- 26.** The Supplier is made explicitly clear that the work is to be carried out in co-ordination with all other nominated Suppliers/ agencies, which shall be engaged to execute other services of the project. The Supplier shall submit to the Purchaser's approval, immediately the following information in order to proceed with the work.

Exact Layout and details of the temporary work that the Supplier wants to carry out to fulfil his obligations under the contract.



- 27.** A general layout of storage space for material for the execution of work within stipulated time period.
- 28.** Depending on the exigencies at the site the temporary offices, stores etc. may have to be moved or shifted and the Supplier shall do so, if so required by the Purchaser / Consultant at no extra cost to the Purchaser.
- 29.** Purchaser shall have full power to get any materials of work to be tested by an independent agency at Supplier's expense in order to prove the soundness and adequacy.
- 30.** If any material / equipment are supplied by the Purchaser to the Supplier free of cost, the Supplier shall receive the same at site, handle with care and store them as directed by the Purchaser. The Supplier shall be responsible for the safe custody and shall insure all materials against theft and damage by fire. The Supplier shall maintain records of consumption on daily basis.
- 31.** The Supplier shall ensure cleanliness and keep the site free from all debris, hazardous material, loose wires, open fires or any other materials and avoid damage due to accidents, negligence etc. All the above measures including fencing etc. required to be provided during the time period of the contract, shall be provided by the Supplier at no expense to the Purchaser. The provision of all these measures does not absolve the Supplier of his liabilities as per the contract.

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- 32.** It shall be the responsibility of the Supplier to ensure that his workmen do not trespass into areas and buildings adjacent to the construction site. The Supplier shall enforce proper discipline in this regard by making proper arrangements.
- 33.** To facilitate satisfactory completion of the work under this contract, and to co-ordinate work with other agencies working at the site, meetings will be held at the time and venue decided by the Consultant / Purchaser. During these meetings progress of various works will be reviewed and those matters needing clarifications / decisions to expedite the work will be taken up.
- 34.** During progress of the work, completed portion of the building may be occupied and put to use by the Purchaser. The Supplier shall however remain fully responsible for the maintenance of all the work till the entire work covered by the Supplier is satisfactorily completed and handed over to the Purchaser.
- 35.** Safe custody of all materials and products supplied by the Supplier shall be his own responsibility till the final taking over by the Purchaser. He should therefore employ sufficient staff for watch and ward at his own expenses.
- 36.** It shall be the responsibility of the Supplier to study carefully all the drawings, instructions etc and point out discrepancies and obtain clarifications, if any, in writing before taking up the work. He shall also be responsible to ensure that the work is carried out in accordance with Local Bye-Laws in all respects, and to ensure that he obtains all prior sanctions from all the Competent Local Authorities before he takes up the work. If, as a result of his failure to do so, in spite of the works having been carried out as per the drawings and instruction issued by the Consultant and /or the Purchaser, and/or in the presence of the representative(s) of the Consultant / Purchaser, the Supplier himself shall be solely responsible and if so directed, dismantle and reconstruct at his own cost the work/item(s) of work as per such directions. No claims in this regard will be entertained.
- 37.** It shall be the sole responsibility of the Supplier to ensure all safety measures giving proper prior notices etc. and obtaining prior permission from concerned local authorities as per Bye-Laws or directions issued by them, all at his own cost. No claim of the Supplier in this regard shall be entertained.
- 38.** With the submission of the tender, the Suppliers declares and agrees that all the labour and requisite materials required for the work are available for completion of the work within the period stipulated for completion of the work.
- 39.** Any material / item / fitting / fixtures rejected by the Purchaser / Consultant shall be removed from the site within 48 hours of issue of instructions to this effect by the Purchaser / consultant. Failing this, the Purchaser shall have the rights to get these so removed at the Supplier's cost and the Supplier shall have no claim whatever in this regard.
- 40.** The Supplier is alone responsible, for any discrepancy arising out of the definition / interpretation etc. of any matter connected with the execution of the work, which has not been got clarified prior to submission of tenders as required and all consequences arising there from.

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41. The Supplier shall also include in his quoted rate barricading / fencing of construction activity area. All materials, fabrication yards, stores, manpower are to be contained within the barricaded area. The Supplier shall not be allowed to extend his activities beyond this area.
42. Electricity and water available at site will be provided to the Supplier at a single point at free of cost
43. The Supplier will be provided with open space free of cost for constructing temporary site office near the construction area.
44. It is essential that the works site be kept in an orderly and neat manner at all times. Stacking of materials, arrangement of fabrication yards, water tank for construction, equipment etc. shall be free from obstructions and easy to survey and inspect. The Purchaser should have the right to get such work as is necessary to ensure proper maintenance of the works site at the Suppliers cost, in case the Supplier fails to comply with the requirements.
45. The Supplier has to meet all safety requirements as laid down by Purchaser at their own cost.
46. The Supplier shall use only steel scaffolding and not bamboos for any kind of work.
47. Advance Bank Guarantee - Advance shall be 15% of Contract Value on submission of all required documents. The BG for Mobilization advance shall be in the form of Advance BG from Scheduled Commercial banks only and the same shall be provided within 14 days of PO/WO. The validity of the Bank guarantee shall be for the entire duration of the project or until the advances are recovered.



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## SECTION VII



### SCOPE OF WORK

#### 1. Scope of Vendor

- The scope of vendor would be to comply with the enclosed Technical Datasheet Plan, supply, install, commission and validate the system as per Specification and BOQ and drawings.
- Quote for the unit against the datasheet. The price should include all spare parts; documentation; packing; freight charges; start-up & commissioning; validation; complete qualification package (SAT, DQ, IQ, OQ) and training and charges whatsoever required to complete the task in all respects to ensure the equipment operation is in accordance with the requirements of design documents.
- Involve with the purchaser and the consultants to establish documented evidence that the proposed design of the system is in compliance with the GEP requirements.
- The complete system should be supplied and installed as per the statutory regulations and as per the URS.
- Quality and Project Planning: The Quality and Project Plan should define the activities to be performed, their timing, who will perform them, the control mechanisms to be used, and the deliverable items. Project Time Schedule must be submitted for that purpose. This document should define:
  - ✓ Project Milestones
  - ✓ Project Activities
  - ✓ Planned start and end date of each activity
- Quality Assurance activities during manufacturing: E.g. collecting the material certificates, weld documentation, etc.
- System Build (assembly and system integration): The final assembly of the mechanical, electrical, and control components (hardware and software) into an integrated functional system should be performed by the vendor – according to the design documentation and the approved assembly drawings (e.g. installation drawing, P&ID, electrical diagrams).
- Construction Review: The integrated functional system is reviewed against the design documentation of the component manufacturers and the approved assembly drawings (e.g. installation drawing, GA drawing, P&ID, electrical diagrams).
- Testing: Vendor to describe testing not related to specific user requirements, but which is required for other purposes, e.g. to comply with regulatory requirements applicable to the manufacture of pressure vessels. Details as follows:
  - ✓ Pressure Vessel Testing: Prior to System Build, the pressure vessel should be subjected for pressure test in accordance with the applicable Pressure Vessel Code.



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- Final Inspection: The Final Inspection should be the last quality related activity performed before delivery to the user site.
- Installation: Installation is a set of activities that have to be completed before system acceptance testing can start. Such activities include: putting in place, levelling, connecting media (including electrical power), turning on media and checking for leakages, fixing any leakages, checking direction of rotation for electrical motors, calibration, etc. The installation has to be performed by the vendor.
- Validation: Vendor should submit the all-test report carried out at Factory, which shall comply the air quality as per ISO 8573.1: 2010 Class “1.2.0”.
- The Centrifugal Compressors shall be design and constructed for at least 3 years of continuous service. All equipment shall be design to permit rapid and economical maintenance. Shaft seal and bearing shall be accesable for inspection and replacement with minimum disassembly. , The compressor packages should be completely wired and equipped with all interconnecting pipe work and fittings. They should include a gearbox with two compression stages, a Air cooled electric motor with sleeve bearing with forced lubrication, cooling and regulation system. All equipment as listed below should be mounted on a single common base frame, ready to operate. Air compressor sets inclusive of following associated accessories in accordance with the purchaser's requirement (stipulated in section VIII of technical specification):
  - ✓ 11 KV drive motors with necessary auxiliaries but excluding motor starters and main cable up to motor
  - ✓ Suction pre filters of 25 microns
  - ✓ Suction fine filters of 5 microns
  - ✓ Suction throttle valve with controls
  - ✓ Anti-surge valve with servo motor
  - ✓ Metering device for measuring delivered compressed air flow
  - ✓ Inter coolers
  - ✓ After coolers
  - ✓ Chiller(moisture separator)
  - ✓ Re heater
  - ✓ Non return valve for discharge air
  - ✓ Suction and discharge silencers
  - ✓ Lube oil supply system including first filling of lubricants

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- ✓ All instrumentation and controls including electrical controls, control cabling and necessary instrument panels

2. Complete erection drawings required for installation of the equipment and supervision of erection and commissioning
3. Spare required for two years 's continuous trouble-free operation and maintenance of the equipment
4. Special purpose maintenance tools and tackles required for operation/maintenance of the equipment
5. Design and drawing of all necessary equipment foundations
6. Optional items/ Services
  - 6.1. Erection
    - 6.1.1. Complete erection of the entire air compressor assembly together with all accessories
    - 6.1.2. Supply of all erection consumables such as gasses, welding rods packing material, shims, grease other lubricants etc
    - 6.1.3. All construction tools and tackles including any special purpose material handling equipment's required for efficient execution of works
    - 6.1.4. Providing all necessary site personnel for erection, testing, trial runs and commissioning
  - 6.2. Any other accessories /component required shall be included/incorporated, so that the compressor gives its best performance and maximum efficiency. The vendor shall quote as rates as for these items as extra.
  - 6.3. Any other items not specifically indicated in KAPL scope of work /supply but otherwise essential for erection /commissioning of the air compressor plant.
7. Equipment/services by purchaser(KAPL)
  - 7.1. Compressor house and construction of equipment foundations
  - 7.2. Power supply at 11 KV 3 phase, 50 Hz with main cabling and main earthing terminated near the compressor drive motor
  - 7.3. Cooling tower water supply and return pipes connection to compressors
  - 7.4. Chilled water supply and return pipes connection to compressors

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## SECTION – VIII

### TECHNICAL SPECIFICATIONS

**Note 1:** Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1 under heading (c) preparation of tenders. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing that it's tender is liable to be ignored.

**Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyser / Tester for Process equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyser/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country during warranty period.

**Note 3:** OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey - if any) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

***Refer the following Annexures for the details, Data sheet and Layout***

**Annexure I: Technical Datasheet**

**Annexure II: Compressed air generation schematics**

**Annexure III: Price schedule**



#### **Note:**

1. The Layout of the proposed plant is here-with enclosed. Vendors to check suitability of installing their equipments in this available area and height and revert back with their views.

If no views are received from any vendors before or during the pre-bid meeting, it is assumed that the vendor is confident of installing their equipments with-in the area and height available. No further claims shall be entertained.

2. The extent of automation and optional additional features may vary during the pre-bid discussion.
3. The quantity of equipment mentioned in the list may vary during ordering.



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## 1.0 EQUIPMENT SPECIFICATION

### 1.1 General



a	Title	Air Compressor
b	Tag No.	KAPL-UB-COM -01 to 05
c	Quantity	5No.
d	Capacity	17000NM3/hr At 3.25 kg/ sq cm(check valve)
e	Location	Indoor
	End Connection Type	
f.i	For 25 NB & above	Flanged connections as per ANSI 16.5 RF (rating as applicable for given temperature pressure conditions)
f.ii	For 25 NB & below	Screwed to BSPT (F)

### 1.2 Design Standard

a	API-672-	Packaged integrally geared centrifugal plant and instrument air compresor for general refinery services
b	API-614 -	Lubrication ,shaft,sealing and control oil system for special purpose applications
c	ASME Sec- VIII( Div -I)	unified pressure vessels
d	ASME Sec - IX	welding qualification
e	Earthing	IS: 3043 – 1987

### 1.3 Utilities Available



a	Power Supply	11 KV±6%,, 3 Phase, 50+3% Hz
b	Compressed air for instrument	At 7-8 Kg/ sq cm at 2.5-4 kg/ Sq cm
c	Cooling Water	At 31°C temperature and 3 to 4.0 Kg/cm <sup>2</sup> (g) pressure
d	Chilled water	At 7-8° temperature and 3 to 4 Kg/Sq Cm
e	Saturated Steam	At 3.5 Kg/ Sq cm

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## 2.0 Compressor

### 2.1 Casing

- 2.1.1 The thickness of casing shall be suitable for the maximum working and test pressure and shall include at least 1/8 "correction allowance. The hoop stress values used in the design of casing shall not exceed the values given for maximum allowable stress value in tension as specified in section VIII div.I of ASME code at the maximum operating temperature of the material used
- 2.1.2 Casing and supports shall be designed to have sufficient strength and rigidity to limit change of alignment to 0,002 inches at the coupling flange caused by the worst combination of pressure, torque or allowable piping stress. Supports and alignment bolts shall be rigid enough to permit the machine to be moved by using the lateral and axial jack screw
- 2.1.3 Jack screws, guide-rods and casing alignment dowels shall be provided to facilitates disassembly and reassembly. When jack screws are used as a means of parting contacting faces, one of the faces shall be counter bored or recessed to prevent a leaking joints or improper fit caused by marring, lifting only the top half of the casing. Method of lifting the assembled machine shall be specified by the vendor. Guide rods shall be sufficient length to prevent damage by casing or by casing studs during assembly
- 2.1.4 Tapped holes in pressure parts shall be held to a minimum. Sufficient metal along with the metal allowance for corrosion shall be left around and below the bottom drilled and taped holes in pressure sections of casing to prevent leakage
- 2.1.5 Studded connections shall be furnished with studs installed. Blind stud-holes should only be drilled deep enough to allow a preferred top depth of 1.5 times the major diameter of the stud. The first 1.5 treads at both ends of each stud shall be removed. In general, studs are preferred to cap screws. Clearances shall be provided at bolting locations to permit the use of sockets or box type wrenches. The vendor shall supply any required special tools and fixtures.
- 2.1.6 The compressor case forms the housing of the air stream and consists of an inlet nozzle, diffuser section, and a discharge scroll. Stage and gas passages have been optimized using computational fluid dynamics (CFD) for increased aerodynamic efficiency.
- 2.1.7 The diffuser walls are machined and proportioned to most efficiently convert the dynamic pressure of the air into static pressure. Further conversion of pressure is attained in the scroll. An atmospheric air space between the air and oil seals prevents the possibility of contaminating the air stream with lubricant.
- 2.1.8 Modulating blow-off valve with electric actuator and positioner, and blow-off silencer should be integrated in the package.
- 2.1.9 Discharge Check valve should be assembled in the package



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## 2.2 Gear box:

- 2.2.1 Horizontally split gearbox including bearings, air- and oil seals, with single helical bull gear and two high speed pinions (one high speed pinion in case of 2-stage compressor). Vertically split gearboxes shall not be acceptable
- 2.2.2 High speed pinions should be equipped with horizontally split flexible pad radial bearings and tapered land thrust bearings, integral with the radial bearings. Cartridge type one-piece fixed geometry bearings or Hydrostatic Squeeze film bearings are not acceptable.
- 2.2.3 The use of thrust collars to transmit axial loads from the high-speed shaft to the low-speed shaft thrust bearings is not permitted.
- 2.2.4 The air seals should be carbon ring type for easy maintenance and minimized compressed air leakage to the atmosphere.
- 2.2.5 Gear should be provided complying to AGMA / Q13 manufacturing standard
- 2.2.6 The oil seal should of the labyrinth type and should combine slinger rings on the pinion shaft and stationary labyrinth teeth. This design should not request any buffer air, even during stand-by and unload operations.
- 2.2.7 Vibration monitoring should be available for each stage of compression. Thus required Vibration probes shall be provided and monitored in the compressor panel.
- 2.2.8 Designs having common bearing and seal cartridges are not acceptable.  
Designs requiring oil pressure greater than 4 kg/cm<sup>2</sup>g for lubrication are not acceptable

## 2.3 Inlet guide vans

- 2.3.1 The interstage and inlet guide vans shall be suitable for all specified operating conditions, start up, start shut-down, trip out, settling out and momentary surge.
- 2.3.2 Internal joints shall be designed to minimise leakage and yet permit easy disassembly

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- 2.3.3 IGV shall be variable type mounted directly at the first stage suction maximize performances provide precise compressor inlet stream control and energy savings when operating at turndown conditions
- 2.3.4 IGV shall be positioned by a reliable and accurate servo-motor based actuator and positioner.
- 2.3.5 Inlet throttle valve for capacity regulate /control shall not be accepted

## 2.4 External forces and moments



- 2.4.1 The compressor shall be designed to withstand external forces and moments at least equal to 1.85 times the values calculated in accordance with NEMA-SM -23. Wherever possible, theses allowable forces and moments should be increased after considering such factors as location and degree of compressor supports, nozzle length and degree reinforcement and casing configuration and thickness.

## 2.5 Impeller

- 2.5.1 Shaft shall be made of one-piece heat treated forged steel and suitably ground to smooth finish.
- 2.5.2 Renewable shaft sleeves shall be furnished at interstage close clearance points and under all carbon ring packings. These shaft seals shall be made of material that is corrosion resistant in the specified service. The sleeves shall be suitably treated to resist wear and sealed to prevent leakages between shaft and the sleeve
- 2.5.3 The design of shaft -sleeve-impeller assemblies shall not create temporary or permanent bows of the rotor assemblies
- 2.5.4 Each impeller shall be cantilevered off of the compressor case with rotor shaft supported by two tilting pad bearings.
- 2.5.5 Each rotor shall be dynamically balanced to ensure low operating vibration level.
- 2.5.6 The impeller blades are contoured to fit an aerodynamic machined surface on the compressor inlet, eliminating the need for a shroud on each impeller
- 2.5.7 The impellers should be arranged in an overhung position on the pinion shaft. To enable site removal and overhauling the impellers should not be shrunk fit on the pinion.
- 2.5.8 Interstage piping should be equipped with Victaulic couplings to allow thermal expansion

## 2.6 Shaft Seals

- 2.6.1 Shaft seals shall be provided to prevent leakage out of or into the compressor over the range of specified operating condition and during the period of idleness.
- 2.6.2 Seal operation shall be suitable for specified variation in suction conditions that may prevail during start-up, shut down, or during operation. The shaft seal and seal system shall be designed to permit safe compressor pressurisation with seal system.

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2.6.3 Shaft seals shall be accessible for inspection and replacement with mimum disassembly

## 2.7 Dynamics

### 2.7.1 Critical speed

2.7.1.1 The actual critical speed shall not encroach upon the operating speed range. The amplification factor (AF) shall not exceed Eight(8) while going through critical ,value of AF less than 5 are preferred

2.7.1.2 Bearing house resonance shall not occur within the specified speed range or specified separation margins

2.7.1.3 The vendor shall make a critical speed analysis and determine the following

2.7.1.3.1 Critical speed of the electric drive are compatible with the critical speeds of the compressor.

2.7.1.3.2 The combination is suitable for the specified operation range.

2.7.1.3.3 Preferably there shall not be any critical speed before operating speed

### 2.7.2 Vibration and balance

2.7.2.1 Major parts of the rotating element such as impellers and balancing, drum, shall be dynamically balanced

2.7.2.2 The rotating element shall be multiplane dynamically balance during assembly. This shall be accomplished after the addition of no more than two major elements to a flexible rotor with normal speed greater than 600 RMP. Rotor with normal speed of 6000 RPM and less shall have a minimum of three balancing planes. Balance correction shall only be applied to new elements

2.7.2.3 Rotors with single key for coupling shall be balanced with half key in place. The maximum allowable un-balanced force at any journal at maximum speed shall not exceed 10% of the static loading of that journal.

## 2.8 Bering and bearing housings

2.8.1 The bearing design shall supress hydrodynamic instabilities and provide sufficient damping to limit rotor vibration to the maximum permissible amplitudes while operating loaded or unloaded at specified operating loaded or unloaded at specified operating speeds. The bearing design shall not require removal of the coupling hub to permit replacement of bearing liners, pads or shells.

2.8.2 The bearing housing shall be non -pressurized and horizontally split



## 2.9 Lube oil and seal oil system

A complete pressurized oil system shall be furnished with each compressor unit to supply lubrication oil at a suitable pressure as applicable to various lubrication and control system. API standard 614 shall apply for pressure oil system.

Lube oil reservoir, should be an integral part of the drive motor base frame, with

2.9.1 A auxiliary lube oil pump is provided, for start-up, shutdown and in case low oil pressure, pump to maintain the pressure

2.9.2 Oil temperature is control through an automatic regulation valve

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### 2.9.3 The standard lube system consists of the following



- 2.9.3.1 Oil reservoir with electrical motor
- 2.9.3.2 Shaft driven main lubricant pump' Main oil pump driven from main shaft
- 2.9.3.3 Electrical motor driven auxiliary lubricant pump
- 2.9.3.4 Water cooled Shell and tube lubricant cooler
- 2.9.3.5 Flexible hose connection lines
- 2.9.3.6 Temperature and pressure monitoring and protection
- 2.9.3.7 lube oil suction strainer to protect the oil pump
- 2.9.3.8 Sight glass for oil level indication
- 2.9.3.9 Oil fill opening and drain valve
- 2.9.3.10 Man, hole for inspection and cleaning of reservoir
- 2.9.3.11 oil reservoir breathing system to eliminate oil fumes coming out of the reservoir. It should avoid contamination of the compressor or the environment
- 2.9.3.12 lube oil suction strainer to protect the oil pump
- 2.9.3.13 Single lube oil filter
- 2.9.3.14 Rigid Interconnection tubing and valves. Hose type of tubing for the lubrication is not acceptable

### 2.10 Water circuit

The unit is equipped with cooling water manifolds for single inlet and outlet connection. Both connections are vibration absorbing rubber bellows, with flanges.

- 2.10.1 Inter cooler and after cooler type with stainless steel bundle tubes and aluminium fins
- 2.10.2 End Plates shall be in Stainless Steel. Stainless steel tubes used shall have a minimum thickness of 0.75 mm
- 2.10.3 Inter cooler and after cooler shall be shell and tube type
- 2.10.4 Water in tubes and air in shell
- 2.10.5 The intercoolers and after coolers are of the plate fin extended surface type high quality tubes with no internal obstructions for easy inspection and cleaning
- 2.10.6 The tube are 5/8" OD and thickness 22 BWG
- 2.10.7 The tube bundles are interchangeable
- 2.10.8 The intercooler, after cooler and oil cooler manifold to a single inlet and discharge water connection.
- 2.10.9 Valves shall be provided to control the distribution over the intercoolers and aftercoolers.
- 2.10.10 The intercoolers and aftercooler should be equipped with:
  - 2.10.10.1 A condensate separator
  - 2.10.10.2 A condensate collector with floating ball valve drain equipped with manual and automatic purge.
  - 2.10.10.3 Continuous V Notch drains are not acceptable

### 2.11 Materials

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- 2.11.1 The material of construction shall be manufacturer's standards for the specified operating conditions
- 2.11.2 Material shall be identified in the proposal with the grade and specification number used.
- 2.11.3 The external parts subject to rotary or sliding motion shall be corrosion resistant material suitable for the environment
- 2.11.4 The material such as bolts , nut springs, washers, gaskets, keys etc shall be least equal to those material required for major parts exposed to the same environment

## **2.12 Base frame**

One common base frame for compressor, motor, control cubicle and all described components

The compressor-motor assembly is mounted with rubber vibration dampers on the base frame



The sturdy industrial grade steel base frame should have forklift slots for easy lifting, and should allow the unit to be placed on a flat and horizontal floor capable of taking the weight. Foundation should not be required for the quoted compressor.

## **2.13 Accessories**

### **2.13.1 Drive unit**

- 2.13.1.1 The drive unit shall be designed to meet the maximum specified operating conditions, including external gear and coupling losses etc
- 2.13.1.2 The drive motor name plate rating (exclusive of power factor) shall preferably minimum of 110 % of the maximum horse power required (including gear and coupling losses) for any of the specification operating condition.
- 2.13.1.3 Compressor motor shall be of IP54 enclosure compatible squirrel cage induction type and guaranteed for continuous operation, at the name plate rating. It shall be provided with a load limit mechanism so as to give positive protection against overloading.
- 2.13.1.4 Motor shall be preferably oversized by at least 10% over the full load requirement. It shall be suitable for operation on 11 KV, 3Ph, 50 Hz  $\pm 3\%$  and voltage  $\pm 6\%$ . The Compressor drive motor shall be high efficiency induction motor. Motor shall be suitable for the power supply system indicated above.
- 2.13.1.5 Suitable internal RTD protection devices shall be embedded in the winding of each phase.
- 2.13.1.6 Bearing temperature sensors with indication meter to be provided.
- 2.13.1.7 The locked rotor current of the motor shall not exceed 450% of full load current
- 2.13.1.8 The motor shall be provided with two earthing pads.
- 2.13.1.9 The Air compressor should be driven by a two (2) pole high voltage foot mounted motor The minimum acceptable full load efficiency of



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the drive motor is 96%. Motor must be IP54 air cooled CACA and with sleeve bearing with forced lubrication.

2.13.1.10 Low voltage motor to drive auxiliary oil pump

Totally enclosed squirrel-case induction motor flange mounted

50 Hz units: Enclosure IP54

Operating voltage (3 phase 380 V-415 V)

2.13.1.11 Oil reservoir heater according CE

50 z units: Enclosure IP65, Operating voltage (3 Phase 380V-415V)

2.13.1.12 Transformer for control circuit

Design according to IEC, Primary voltage – 380 V-415 V, Secondary standard 230 V

2.13.1.13 Motor for fan in oil demister

50 z units: Design according to IEC, Power supply from control panel

2.13.2 Couplings

The compressor is coupled to the foot mounted motor by a flexible disc type coupling .Couplings and guards shall be provided for compressor shafts and drive unit. The vendor shall arrange for complete machining of all coupling halves and arrange for mounting drive unit and compressor halves. The compressor vendor shall have responsibility for providing all coupling guards

2.13.3 Mounting plates

2.13.3.1 The equipment shall be provided with a base plate.

2.13.3.2 The equipment feet and mounting plates shall have machined surfaces and shall be equipped with vertical jack screw

2.13.3.3 The fasteners for attaching the components to the mounting plate and jackscrew for levelling the pedestal sole plate shall be supplied by vendor

2.13.3.4 The base plate shall be single fabricated unit

2.13.4 Control cubicle

The Centrifugal Compressor control cubicle is built according international standards and should be equipped with

- Starter for auxiliary oil pump
- Starter for the oil demister motor
- Microprocessor or PLC based control panel
- Single customer connection to power all low voltage circuits



2.13.5 Monitoring control and regulation system

The following control and regulating system should be provided



2.13.5.1 Constant pressure control (or modulating blow-off regulation)

2.13.5.1.1 Modulating blow-off for constant pressure control should be provided

2.13.5.1.2 This control method should use inlet guide vanes (IGV) and it is based on the compressor's microprocessor-based control panel



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- 2.13.5.1.3 With this constant pressure control system, the compressor discharge pressure will be set at the desired level and the IGV will modulate the compressor inlet to maintain constant discharge pressure over the control (A-C) range.
- 2.13.5.1.4 At the surge control point (B), the position of the IGV is maintained fixed and the blow-off valve starts to modulate and the excess air is blown off.
- 2.13.5.1.5 In this way, a constant discharge pressure is maintained over the full operating range of the compressor
- 2.13.5.2 Motor Amps Control, for both auto-dual and constant pressure control
- 2.13.5.2.1 The motor amp control should be designed to save energy at varying ambient conditions and to protect the drive motor against overload.
- 2.13.5.2.2 The maximum motor current is limited to a Microprocessor/PLC controlled amp value that is related to the cooling air temperature of the motor. When the motor current reaches this calculated amp value, the controller will modulate the IGV to avoid exceeding this value.
- 2.13.5.2.3 This feature allows the motor to run at its most efficient condition, independent of ambient conditions. And is highly useful when the ambient temperature varies a lot in time. It also eliminates the need for oversized motors
- 2.13.5.3 Surge control & surge protection, for both auto-dual and constant pressure control
- 2.13.5.3.1 Surge control.
- Surge Control should be achieved by dp/dp method as follows: -
- Over the second stage inlet volume flow and pressure ratio are measured by two differential pressure transducers. This method monitors the actual position of the surge line and a control line is set in the surge control loop with an adjustable offset to the surge line in order to prevent the compressor from surge.
- 2.13.5.3.2 Surge protection.
- Surge should be detected by the Compressor microprocessor-based controller by monitoring the discharge pressure fluctuations. Surge is characterized by a rapid drop in discharge pressure, followed by a pressure rise.
- The slope values of pressure drop and rise at surge should be preset in the microprocessor-based controller of the air compressor.
- By comparing these values with the measured pressure drops and rises in the discharge pressure, the controller should recognize a surge as it occurs. The surge protection system shall unload the compressor when surge is detected and it

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shall shutdown the machine if several surges occur over a defined period of time.

- 2.13.5.4 The compressors shall be fully instrumented and control panel shall be PLC based control panel
- 2.13.5.5 It provides compressor capacity and anti-surge control, compressor protection, basic information management, and connectivity.
- 2.13.5.6 It should be user friendly; all pertinent operating data is easily accessed by control panel consists of a weather resistant, IP55 enclosure with various switches, a user keypad, and a 10" color graphic display. The interior of the PLC panel houses the various components necessary for controlling and monitoring the compressor. The PLC panel internals have been designed for a maximum amount of reliability and serviceability using state-of-the-art components, the operator at the touch of a button.
- 2.13.5.7 This control system uses adaptive methods for efficient control of the compressed air system. On start-up, the control system automatically cycles the inlet guide vane open, completely closes the bypass/blow-off valve and supervises compressor operation in accordance with the four adjustable set points:
- 2.13.5.7.1 AIR PRESSURE,
- 2.13.5.7.2 PRESSURE CAP,
- 2.13.5.7.3 MAXIMUM AMPS,
- 2.13.5.7.4 MINIMUM AMPS.
- 2.13.5.8 The following feature shall be available
- The built in motor overload control protects the driver during periods of high system demands.
  - Recall/Event log of last 100 protection history events and last 370 operation history entries.
  - The PLC based control system is web-enabled, providing the ability for remote access.
  - Built in MODBUS communication capability.
  - The PLC based control system provides the most efficient operation of the compressor coupled with the greatest throttle range without surge.
  - The PLC controller incorporates a 2-wire multi-master RS-485 interface for interconnecting multiple control systems of compressor operating in parallel to implement the multiple compressor management system.
  - Flash memory (nonvolatile) in case of power failure.
  - (2) Ethernet ports to communicate Modbus TCP and Web Pages.
  - (1) USB port to interface with USB memory sticks to export and import configuration files, history reports, screen shots, Modbus list and software upgrades.
  - Access code option available to prevent unauthorized set point changes

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- Indicator alarm and trip shall be provided for axial displacement of compressor shaft

#### 2.13.6 Vibration and positioning detectors



2.13.6.1 Unless specified otherwise, non-contracting vibration and axial position transducers shall be supplied, installed and calibrated in accordance with API- 670 standard

2.13.6.2 Vibration and axial position monitors shall be supplied and calibrated in accordance with API 670 standard

### 2.14 Indications-Alarms and Trips

The following indications, alarms and trips should be provided for monitoring and safety of the air compressors as a minimum. All indications should be shown in an alphanumeric display on the compressor panel. Similarly, all alarms and trips should also be indicated in the alphanumeric display

- 2.14.1 Differential Pressure Transmitter across air inlet filter for indication of air filter pressure drop and alarm for high pressure drop across air filter
- 2.14.2 Discharge temperature Transmitter after each cooler (both Intercooler and aftercooler) for indication of Air Temperature after cooler, alarm for high discharge air temperature and trip for very high temperature after cooler.
- 2.14.3 Pressure transducers at suction and discharge of Second stage for achieving Surge Control by dp/dp method as described above.
- 2.14.4 Pressure transmitter after final stage discharge before aftercooler for indication of Discharge pressure before aftercooler in the microprocessor-based compressor panel display.
- 2.14.5 Pressure transmitter after final stage discharge after aftercooler and check valve for indication of Discharge pressure in the microprocessor-based compressor panel display and for regulation of the compressor. The final discharge pressure shall be measured after the aftercooler and check valve.
- 2.14.6 Temperature transmitter after final stage discharge after aftercooler and check valve for indication of Discharge temperature in the microprocessor-based compressor panel display and for alarm in case of high discharge temperature after the aftercooler and check valve.
- 2.14.7 Differential Pressure transmitter across the Oil filter to monitor and indicate the Oil pressure drop across the Oil filter. There should be an alarm in case of high pressure drop across the Oil Filter.
- 2.14.8 Temperature Transmitter after the Oil cooler for indication of oil temperature across the oil filter. Alarm should be available for both low and high oil temperature after the oil cooler. A trip should be provided for very high oil temperature after the oil cooler.
- 2.14.9 Pressure transmitter in the oil line after the oil filter and Oil cooler. An indication of this oil pressure should be available in the compressor panel and alarm and trip should be available for low and very low oil pressure respectively.

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- 2.14.10 Temperature transmitter in Oil tank to indicate the Oil temperature in the Oil Tank and alarm in case of high Oil temperature.
- 2.14.11 Level Transmitter in Oil Tank and alarm for low Oil level in the oil tank.
- 2.14.12 Locally mounted Level gauge in Oil tank
- 2.14.13 Vibration Probes and Transmitters shall be provided at each stage of the compressor on the high-speed bearing. The vibration levels should be indicated in the panel and there should be alarm for high vibration and trips for very high vibration levels.
- 2.14.14 Temperature transmitter for cooling water inlet temperature. The temperature of the cooling water should be indicated in the panel and there should be an alarm for high cooling water inlet temperature.

## **2.15 Inspection and testing**

### **2.15.1 Inspection**



- 2.15.1.1 The vendor shall keep the following data available for examination by the purchaser(KAPL) or his authorised representative upon request
- 2.15.1.2 All the necessary certification of material, such as mill test report
- 2.15.1.3 Purchase specification for all items on the bills of material
- 2.15.1.4 Running test data to verify that the requirements of the specification are being met
- 2.15.1.5 Result of all quality assurance tests and inspections
- 2.15.1.6 All painting on surface of pressure containing parts shall be deferred until the specified inspection of such parts are completed
- 2.15.1.7 Testing

### **2.15.2 General**

- 2.15.2.1 The purchaser or his authorized representative reserve the right to observe the testing, dismantling inspection and reassembly of the equipment's
- 2.15.2.2 All necessary test equipment's shall be arranged by the vendor.
- 2.15.2.3 Purchasers' acceptance of shop test results shall not constitute a waiver of the vendor's obligation to provide the equipment which meets all specified operating conditions
- 2.15.2.4 Hydrostatic test
 

All pressure containing parts shall be tested with liquid in accordance with complete casing including all welded connections shall be tested at 1.5 times of the maximum casing design pressure or in accordance with the applicable code which ever is higher
- 2.15.2.5 Impeller over speed test
 

Each impeller shall be subjected to an overspeed test of at least 115% of maximum continuous speed for a minimum duration of one minute and critical impeller dimensions shall be measure before and after test

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#### 2.15.2.6 Mechanical running test

The mechanical running test of the compressor shall be conducted in following sequence

2.15.2.7 Operate at speed from zero to maximum continuous in approximately 10% speed increments and run at maximum continuous speed until bearing and tube oil temperatures and stabilised caution should be exercised when operating at and near critical speeds.

2.15.2.8 Increase speed to 110% of maximum continuous speed and run for a minimum of 15 minutes

2.15.2.9 Reduce speed to maximum continuous and run for a minimum of four hours.

#### 2.15.3 Performance testing

The compressor and its accessories should be tested at vendor's works for its guaranteed performance the following is to be tested

- Capacity V/S discharge pressure
- Surge control
- Overload
- Discharge air temperature
- Electrical consumption
- Compressor speed
- Safe vibration level

2.15.4 FAT (Final Acceptance Test) & FAC (Final Acceptance Certificate) as per PTC 10 Code

#### 2.15.5 Third party inspection

KAPL reserve the right to subject the entire equipment to authorized third party inspection by any agency. He will inspect the equipment as per approved QA plan

#### 2.15.6 Drawings:

2.15.6.1 GA drawing with dimensions, weights.

2.15.6.2 Parts Catalogues with drawings.

2.15.6.3 Lubrication system drawings.



2.15.6.4 Wiring diagrams: Complete electrical drawings include power, signal and control wiring.

2.15.6.5 Instrumentation: List of temperature sensors,

#### 2.15.7 Operation and maintenance Manuals (6 sets):

Include start-up instructions, maintenance data, preventive/scheduled maintenance checklist with schedule, parts list, controls accessories and troubleshooting guide.



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## SECTION – IX

### Qualification Criteria

1. The Tenderer:

- Must be a manufacturer of air compressor system complying with standard **API 672**

OR

- Must be an authorised Indian representative of manufacturer of air compressor system generally complying with **API 672**

In case the manufacturer of any of the tendered equipment is of foreign origin, the manufacturer should have a Permanent Establishment or Authorised Representative in India for carrying out the activities of Clearing, Forwarding, Transportation, Installation, Commissioning, servicing ,Qualification, Training & Warranty obligations

2. The vendor should have done supply, erection, supervision, testing and commissioning of air compressor units complying with **API 672** during the last 5 years as on date, with the value as under:

- a. Three (3) similar works with minimum value of Rs. 60.00 Million

OR

- b. Two (2) similar works with minimum value of Rs. 75.00 Million

OR

- c. One (1) similar works with minimum value of Rs. 120.00 Million

**Similar works means supplying, erection, supervision, testing and commissioning of Air Compressor for reputed organization.**

(Completion certificate / purchase orders to be attached).

3. Turnover of the Tenderer must not be less than INR **60 million** in any one of the last three financial years. Notarized copies of the Chartered Accountant certified Profit & Loss statement should be enclosed



4. Net worth of the company should be positive during the last audited financial year (2021-22). Notarized copies of the Chartered Accountant certified Balance sheet statement should be enclosed.

5. The bidder should have service centre and service team in “**specify the state/place**” to provide support services. (Registration of said office to be enclosed.)

**Note:**

- Consortium are not allowed to participate in this tender.





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- Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment to similar/identical specification at a pre-determined place acceptable to the purchaser for determining technical responsiveness, before the opening of the Price Bid.

**PROFORMA:**



<b>A.</b>	<b>General information:</b>	
1	Name of Company	
2	Registration No.	
3	Number of Years in Operation	
4	Registered Address	
5	Operating Address	
6	Telephone No	
7	Telefax	
8	Email Address	
9	GST No.	
10	PAN No.	
11	TIN No.	

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<b>B.</b>	<b>FINANCE</b>	
1	<b>Name &amp; Address of Banks and Branches used :</b>	
1.1		
1.2		
1.3		
2	Annual Turnover of the Firm/ company:	
2.1	2019– 2020:	_____ (Value in Lakhs)
	2020 – 2021:	_____ (Value in Lakhs)
	2021 – 2022:	_____ (Value in Lakhs)
3	Bidders are to submit copy of valid current Income Tax Return submitted, GST Registration, (wherever applicable) failing which their offer may be liable to be rejected.	

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C	EXPERIENCE:					
1	Past Project Experience:					
Sr. No.	Year awarded	Project Name	Capacity & Class of Compressor Supplied	CONTRACT VALUE (INR)	PURCHASER NAME & REFERENCE (Contact details)	Facility Approved by: (Name of approving agency)
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						
1.7						
1.8						
1.9						
1.10						
2	Details of Ongoing project:					
S. No.	Year awarded	Project Name	Equipments Supplied	CONTRACT VALUE (INR)	PURCHASER NAME & REFERENCE (Contact details)	Remarks
2.1						
2.2						
2.3						
2.4						
2.5						

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<b>D.</b>	<b>QUALITY</b>
	The equipment supplied should generally comply with the following guidelines / standards.  API 672 /API 614



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### FORMAT OF PERFORMANCE CERTIFICATE

#### To whom it may concern

Date. \_\_\_\_\_

Certified that M/s----- (name & address of the manufacturer)  
supplied us -----Nos (indicate quantity) of air compressor system, -----  
-- (indicate capacity & type of the equipment) against our order no -----dt ----  
----- (please indicate order no & date as figuring in the performance statement). The  
equipment was installed, commissioned & handed over to us on----- (indicate date)  
& since then the equipment has been working to our entire satisfaction.

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## SECTION – X

### TENDER FORM

Date \_\_\_\_\_  
To \_\_\_\_\_

**M/s Karnataka Antibiotics and pharmaceuticals ltd**

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above-mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document for the sum of \_\_\_\_\_ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 19, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.



We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

**(Signature with date)**

**(Name and designation) Duly authorised to sign tender for and on behalf of**

**NOTE:** One **Unpriced tender form** to be enclosed with **Technical Bid &**  
One **Priced tender form** to be enclosed with **Price Bid**

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### SECTION – XI PRICE SCHEDULE

Sl. No	Description of Item	Quantity (Nos.)	Unit Price for Supply	Unit price for installation	Total Price for supply (Rs.)	Total Price for installation (Rs.)	Total Amount (Rs.)
1	Supply, Installation & Commissioning of centrifugal Air Compressor system	<b><u>REFER SEPARATE PRICE SCEHDULE ANNEXURE III</u></b>					
	TOTAL AMOUNT						

NB: Unit price & Total amount shall be written in figures and words, both.

Total Supply price in Rupees:

**In words:** \_\_\_\_\_

Total Installation price in Rupees:

**In words:** \_\_\_\_\_

Total Tender price in Rupees:

**In words:** \_\_\_\_\_

Note: -

1. Vendor should consider all necessary inter connecting piping, valves, fittings etc as specified in datasheet & schematics
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. Quoted price should include all taxes & duties, insurance, Transportation, P&F etc.
4. Vendor should submit the price bid in the above format

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Signature of Tenderer



\_\_\_\_\_

Place & Date: \_\_\_\_\_

Seal of

Tenderer \_\_\_\_\_





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## SECTION – XII

### QUESTIONNAIRE

#### Fill up the Section XIX – Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

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## SECTION – XIII

### MANUFACTURER’S AUTHORISATION FORM

To,  
M/s KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

---



[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

**Note:**

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

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## SECTION – XIV

### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To  
**KARNATAKA ANTIOBIOTICS AND PHARMACEUTICALS LTD**  
**BANGLORE**  
**KARNATAKA**

WHEREAS \_\_\_\_\_ (Name and address of the supplier)  
 (Hereinafter called "the supplier") has undertaken, in pursuance of contract  
 no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and  
 services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall  
 furnish you with a bank guarantee by a scheduled commercial bank recognised by you for  
 the sum specified therein as security for compliance with its obligations in accordance with  
 the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on  
 behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the  
 guarantee in words and figures), and we undertake to pay you, upon your first written  
 demand declaring the supplier to be in default under the contract and without cavil or  
 argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without  
 your needing to prove or to show grounds or reasons for your demand or the sum specified  
 therein.

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



We further agree that no change or addition to or other modification of the terms of the  
 contract to be performed there under or of any of the contract documents which may be  
 made between you and the supplier shall in any way release us from any liability under this  
 guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to sixty (60) days after the date of completion of all  
 contractual obligations by the supplier, including the warranty obligations. i.e up to -----  
 (indicate date)

.....  
 (Signature with date of the authorised officer of the Bank)

.....  
 Name and designation of the officer

.....  
 Seal, name & address of the Bank and address of the Branch

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### BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT SECURITY

Ref.....

Date.....

No....

Bank      Guarantee

To



#### KARNATAKA ANTIOBIOTICS AND PHARMACEUTICALS LTD BANGALORE KARNATAKA

Dear Sirs,

In consideration of the **KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD**, hereinafter referred to as **KAPL**, which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns, having awarded to M/s.\_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrators, executors and assigns, a contract hereinafter referred to as the 'Order' for \_\_\_\_\_ referred to as the 'Supply and Services' on terms and conditions set out, inter-alia in the **KAPL** Order No. \_\_\_\_\_ dated \_\_\_\_\_ valued \_\_\_\_\_ at (in words & figures) and as the **KAPL** having agreed to make a payment against the above ORDER, to the Supplier amounting to Rs. \_\_\_\_\_ (in words & figures) as an advance against Bank Guarantee to be furnished by the Supplier, the said advance to be adjusted against the supply and services to be performed by the Supplier, we \_\_\_\_\_ hereinafter referred to as the 'Bank' which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns **having our office at \_\_\_\_\_ do hereby undertake to give the irrevocable and unconditional guarantee and** do hereby undertake to pay the Client on first demand without any demur, **reservation, contest recourse and protest and without reference to the Supplier** any and all monies payable by the Supplier by reason of any breach by the said Supplier of any of the terms and conditions of the said order to the extent of Rs. \_\_\_\_\_ (in words & figures) till the said advance is adjusted as aforesaid at any time up to \_\_\_\_\_. We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the Client on account of the said advance is adjusted/recovered in full as aforesaid or till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time vary the advance or to extend the time for performance of the supply and services by the Supplier. The Bank shall not be released from its liability under these presents by any exercise of the client of the liberty with reference to the matter aforesaid.

The client shall have the fullest liberty, **without reference to Supplier and** without affecting this guarantee to postpone **for any time or** from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any **power**, covenants contained or implied in the order between the client and the Supplier or any other course or remedy or security available to the client and the Bank shall not be released of its obligations under these presents by any exercise by the client of its liberty with reference to matters aforesaid or any of them or by reason

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of any other act or forbearance or other acts of omission or commission on the part of the client or any other indulgence shown by the client or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee.

**The right of client to recover the outstanding sum of advance with applicable costs up to Rs. \_\_\_\_\_ from the bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is or are pending before any officer, tribunal or court and any demand made by client on the Bank shall be conclusive and binding.**

The Bank further undertakes not to revoke this guarantee during its currency without prior and written consent of the **client and further agrees that the guarantee contained shall continue to be enforceable till the client discharges this guarantee.**

The Bank also agrees that the client shall at its option is entitled to enforce this guarantee against the bank as principal debtors, in first instance, notwithstanding any other security or guarantee that client may have in relation to the Supplier's liabilities of the said advance.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to as Rs. \_\_\_\_\_ (in words & figures) and it will remain in force up to and including (date of completion of supply and services) and shall be extended from time to time for such periods as may be advised by M/s... \_\_\_\_\_ on whose behalf this guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the purchase order and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until \_\_\_\_\_ day \_\_\_\_\_.

**We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney / Resolution of Board of Directors dated granted to him by the Bank.**



Dated.....this.....day of .....2023

Signed by

Place:

(Person duly authorised by Bank)

**Witness :**

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1. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of client in writing.
2. This guarantee shall be valid up to ..... unless extended on demand by client. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees... ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the..... day of 2023

For .....  
(Indicate the name of Bank)

.....

Seal, name & address of the Bank and address of the Branch

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### BANK GUARANTEE FORM FOR EMD

Whereas \_\_\_\_\_ (hereinafter called the "Tenderer") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "tender") against the purchaser's tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) Fails or refuses to furnish the performance security for the due performance of the contract.  
or
  - b) Fails or refuses to accept/execute the contract.  
or
  - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



## SECTION – XV

### CONTRACT FORM

(Format for signing the agreement by the successful bidder after awarding the order )

**CONTRACT FORM FOR SUPPLY, INSTALLATION SUPERVISION, COMMISSIONING,  
HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

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#### KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD

Contract No \_\_\_\_\_ dated \_\_\_\_\_

This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_

- 1) Name & address of the Supplier: \_\_\_\_\_
- 2) Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser.
- 3) Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
- 4) In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

**Note:** The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

- 5) Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Sl.No	Description of Item	Quantity (Nos.)	Unit Price for Supply	Unit price for installation	Total Price for supply (Rs.)	Total Price for installation (Rs.)	Total Amount (Rs.)
-------	---------------------	-----------------	-----------------------	-----------------------------	------------------------------	------------------------------------	--------------------

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

1. Delivery schedule

(i) Details of Performance Security

(ii) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of purchaser's inspecting officer

(iii) Destination and despatch instructions

(iv) Consignee, including port consignee, if any

2. Warranty clause

3. Payment terms

4. Paying authority

\_\_\_\_\_  
(Signature, name and address of CONSIGNEE)

For and on behalf of \_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)



For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_



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### SECTION – 84

#### **PROFORMA OF CONSIGNEE RECEIPT CERTIFICATE** (To be given by consignee's authorized representative)

The following stores (s) has / have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier's Name : \_\_\_\_\_
- 3) Consignee's Name & Address with  
telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of Authorized  
Representative of Consignee : \_\_\_\_\_
- 8) Signature of Authorized Representative  
of Consignee with date : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

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## SECTION – XVII

### Proforma of Final Acceptance Certificate by the Consignee

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares in accordance with the contract/technical specifications. The same has been installed, commissioned & validated.

(a) Contract No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants/works: \_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway  
Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the vessel/Transporter: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) Date of commissioning and proving test: \_\_\_\_\_



### **Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered
---------	---------------------	----------	------------------------

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

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- He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is:

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_ (here indicate the amount).

Signature

Name



Designation with stamp

#### **## Explanatory notes for filling up the certificate:**

**He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**

**He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).**

**Training of personnel has been done by the supplier as specified in the contract  
In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.**



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## SECTION – XVIII

### CHECKLIST

**NAME OF TENDERER:**  
**NAME OF MANUFACTURER:**

Sl No.	Activity	Yes/ No/ NA	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?		
b.	EMD is furnished in the form of Bank Guarantee as per Section XIII?		
c.	Have you kept validity of Bank Guarantee for 165 days from Technical Bid Opening date as per clause 18 of GIT?		
d	Have you enclosed tender fee as prescribed in TE document?		
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?		
b.	Have you enclosed Power of Attorney in favour of the signatory?		
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC		
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?		
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?		
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?		
b.	Have you submitted copy of the order(s) and end user certificate?		
6.	Have you submitted manufacturer's authorization as per Section XIV?		
7.	Have you submitted prices of goods in the Price Schedule as per Section XI?		

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SI No.	Activity	Yes/ No/ NA	Remarks
8.	Have you ensured validity of your offer for 120 days from the Technical bid Opening date as per the TE document?		
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?		
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number		
11.	Have you fully accepted payment terms as per TE document?		
12.	Have you fully accepted delivery period as per TE document?		
13.	Have you accepted the warranty as per TE document?		
14.	Have you accepted terms and conditions of TE document?		
15.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?		
16.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?		
17.	Have you enclosed signed Integrity Pact in the prescribed format?		

#### Notes to Bidder



1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

\_\_\_\_\_  
(Signature with date)

\_\_\_\_\_  
(Full name, designation & address of the person duly authorised sign on behalf of  
the Tenderer)  
For and on behalf of

\_\_\_\_\_  
(Name, address and stamp of the tendering firm)





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### Section – XIX

#### Consignee

**All Goods shall be delivered at**

**KARNATAK ANTIBIOTICS AND PHARMACEUTICALS LTD  
110-116, VIKRAM UDYOG PURI INDUSTRIAL AREA,  
UJJAIN, MADHYA PRADESH**

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## SECTION – XX

### **INTEGRITY AGREEMENT**

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of Client

This Integrity Agreement is made at ..... on this ..... Day of .....2023

### **BETWEEN**

President of India represented through Chief Executive Officer, **KARNATAK ANTIBIOTICS AND PHARMACEUTICALS LTD.** (Hereinafter referred as the “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

### **AND**

.....  
Through ..... (Hereinafter referred to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

### **Preamble**



WHEREAS the Principal / owner has floated the Tender (NIT No..... )  
(Hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for .....  
Hereinafter referred to as the “**Contract**”

AND WHEREAS the Principal /Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants’ contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### **Article 1: Commitment of the Principal /Owner**

- 1) The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The principal/owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal /Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct t of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also in initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s) / Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.



2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) /Contract(s) will not use improperly, (for the purpose of competition or personal gain).or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including and business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder (s) /Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of

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one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder (s)/Contractor (s) will, when presenting his bid, disclose (with each tender as per proforma unclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (Means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this integrity Pact by the Bidder (s)/Contractor(s) and the Bidder(s)/Contractor(s) accepts and undertakes to respect and uphold the Principal /Owner's absolute right:

- 1) If the Bidders) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder (s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the principal/owner. **Such exclusion may be forever or for a limited period as decided by the principal/owner.**
- 2) **Forfeiture of EMD/performance Guarantee/Security Deposit:** If the Principal/owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal /Owner apart from exercising any6 legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and security Deposit, Performance Guarantee and security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of and employee or a representative or an associate of a Bidder or Contractor

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which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of corruption Act, or if the Principal/owner has substantive suspicion in this regard, the Principal/owner will inform the same to law enforcing agencies for further. Investigation.

#### **Article 4- Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5- Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement /pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.



#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect Liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged /determined by the competent authority, Client.

#### **Article 7- other Provisions**

- 1) This Pact is subject to Indian Law., place of performance and jurisdiction is the head quarters of Client of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

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- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

#### **Article 8- LEGAL AND PRIOR RIGHTS:**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender /Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/owner)

.....  
(For and on behalf of Bidder/Contractor)

#### **WITNESSES:**

1.



(Signature, Name & address)

2.

(Signature, Name & address)

Place:

Date:



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## Section XXI

### SCHEDULE OF FISCAL ASPECTS

Sr. No.	Particulars	Description
1	Submission of completed Tender	18-04-2023 18:00
2	Opening of Bid	19-04-2023 10:00
3	Possession of Site	As per project requirement
4	Date of Commencement	Within 15 days of award of work
5	Time of completion	-----
6	Advance	15% of the contract value & on submission of Advance bank Guarantee for an equivalent amount from a Scheduled Commercial Bank with a validity for the entire duration of the project and to be extended on the request of KAPL or until the advances are recovered.
7	Payment terms for Purchase Order	a. -----
8	Payment Terms for Service order	a. -----
9	Minimum Interval between submission of bills and payment	----- days submission of interim bills
10	Maximum period for Payment	Within 30 working days from the date of certificate of payment as issued by the consultant
11	Period of submitting Final bills	Within 30 days of completion of work. Payment shall be made within 30 days from the date of submission of the final bills.



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Sr. No.	Particulars	Description
12	Liquidated damages/per week	0.5 % per week inclusive of Sundays and Holidays upto a maximum of 5 % of contract value. Delay shall be accessed periodically based on the cumulative mile-stones
13	Defects Liability Period	24 months from the date of completion of work
14	Earnest Money Deposit	15,00,000/- in the name of KAPL
15	Tender Fee	Rs. Nil
16	Refund of Earnest Money Deposit to unsuccessful bidders	On award of contract to successful bidder
17	Insurance	For supply, installation, testing and commissioning under the scope of supplier
18	Transportation	On account of supplier
19	B.G / DD in favour of	KAPL, Bengaluru
20	All queries / communication to be addressed to	<a href="mailto:7acaproject@kaplindia.com">7acaproject@kaplindia.com</a> <a href="mailto:projects@doshicon.com">projects@doshicon.com</a>
21	Pre-bid meeting	23-03-2023 15:00 hrs