



**Malabar Regional Co-operative Milk Producers' Union Limited**

**Wayanad Dairy, Chuzhali P.O, Kalpetta, Kerala – 673 121**

**Ph: 04936 207245/398, Fax: 207145**

**E-mail: [wyd.eng@malabarmilma.coop](mailto:wyd.eng@malabarmilma.coop)**

**TENDER REF No.WYD/ENGG/228/2018-19**

**TENDER DOCUMENT FOR ELECTRICAL INSTALLATION WORK  
AT NADAPURAM DEPOT UNDER WAYANAD DAIRY**

**2018**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>SUBJECT</b>	<b>PAGE</b>
0	INVITATIONS TO BID	3
I	INSTRUCTIONS TO BIDDERS	7
II	GENERAL CONDITIONS OF CONTRACT	14
III	SPECIAL CONDITIONS OF CONTRACT PART-I	22
IV	SPECIAL CONDITIONS OF CONTRACT PART-II	26
V	TECHNICAL SPECIFICATIONS	33
VI	CONTRACT FORM	44
VII	POINTS BIDDERS SHOULD BEAR IN MIND	51

Malabar Regional Co-operative Milk Producers' Union Limited

**Wayanad Dairy, Chuzhali P.O, Kalpetta, Kerala – 673 121**

Ph.: 04936-207245, 207398, 9947791812

E-mail: [wyddairy@malabarmilma.coop](mailto:wyddairy@malabarmilma.coop)

**INVITATION TO BID**

1. The Malabar Regional Co-operative Milk Producers' Union Limited invites e-tenders from eligible bidders having valid "A or B grade" license issued by Kerala State Electricity Licensing Board for supply, erection, testing and commissioning of Electrical items at Wayanad dairy. Interested eligible Bidders may obtain further information from the office of the Malabar Regional Co-operative Milk Producers' Union Limited, Wayanad dairy.
2. The bid shall be submitted in two cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.
3. Detailed terms and conditions as well as technical specifications are contained in the bidding document of the above work which is uploaded in the Kerala Government e-portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)
4.
 

a. Tender reference No.	: No.WYD/ENGG/228/2018-19
b. Estimated cost	: Rs. 6.5 lakhs
c. Tender download Website	: Can be downloaded from the : <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
d. EMD	: Rs.6, 500 (as NEFT transaction)
e. Cost of tender form	: Rs.1000.00 (as NEFT transaction)
f. Documents publish date	: <b>05.06.2018</b>
g. Documents download start date	: <b>06.06.2018</b>
h. Bid submission start date	: <b>06.06.2018</b>
i. Bid submission closing date	: <b>26.06.2018</b> , 17.00 hrs.
j. Bid opening	: <b>28.06.2018</b> , 10.00 hrs.
k. Place of opening	: MRCMPU, Wayanad Dairy, Chuzhali P.O, Kalpetta,
l. Time of completion	: 30 days
m. Bid validity	: 60 days

**MANAGER**

**WAYANAD DAIRY**

Kalpetta

01.06.2018

### **Terms & Conditions for e-Procurement**

This tender is an e-tender and is being published online. The tender is invited in two-cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender time line is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

a. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 - 2336006, 2332262 - through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

b. Online Tender Process: The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. Pre-bid meeting:

iii. Publishing of Corrigendum: All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.

iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and short listed as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids short listed by this process will be taken up for opening the financial bid.

vi. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

c. Documents Comprising Bid:

i. The First Stage (Pre-Qualification or Technical Cover based on 1cover or 2 cover tender system):

Pre-Qualification or technical proposal shall contain the scanned copies of the documents, which every bidder has to upload:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

d. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fee and Earnest Money Deposit or Bid Security as mentioned in the NIT. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

1. State Bank of Travancore (SBT) Internet Banking: If a bidder has a SBT internet banking account, then, during the online bid submission process, bidder shall select SBT option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBT's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

2. National Electronic Fund Transfer (NEFT): If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

3. RTGS Payment: Payment through RTGS is made effective through the web portal of [etenders.kerala.gov.in](http://etenders.kerala.gov.in). Bidders can opt for payment of EMD and tender fees through RTGS mode also.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should be done according to following guidelines:

i. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.

ii. Account number as per Remittance Form only: Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

iii. Remittance Not Allowed: Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT/RTGS transaction only irrespective of the amount.

iv. Amount as per Remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

v. UTR Number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.

vi. One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

e. SUBMISSION PROCESS: For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD. For page by page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page. It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process

**SECTION I.  
INSTRUCTION TO BIDDERS**

<b>CLAUSE</b>	<b>SUBJECT</b>	<b>PAGE</b>
A.Introduction		
1.	Source of Funds	6
2.	Eligible Bidders	6
3.	Eligible Goods and Services	6
4.	Cost of Bidding	6
B.Bidding Documents		
5.	Content of Bidding Documents	6
6.	Clarification of Bidding Documents	6
7.	Amendment of Bidding Documents	7
C.Preparation of Bids		
8.	Language of Bid	7
9.	Documents Comprising the Bid	7
10.	Bid Form	7
11.	Bid Prices	7-8
12.	Bid currencies	8
13.	Documents Establishing Bidder's Eligibility and qualifications	8
14.	Documents Establishing Goods Eligibility and Conformity to Bid document.	9
15.	Bid Security	9
16.	Period of validity of bids	10
17.	Format and Signing of Bid	10
D.Submission of Bids		
18.	Sealing and Marking of Bids	11
19.	Deadline for Submission of Bids	11
20.	Late Bids	11
21.	Modification and Withdrawal of Bids	12
E.Bid Opening and Evaluation		
22.	Opening of Bids	12
23.	Clarification of Bids	12
24.	Preliminary Examination	12
25.	Conversion to Single Currency	13
26.	Evaluation and comparison of Bids	13
27.	Process to be confidential	13
F.Award of Contract		
28.	Post qualification	14
29.	Award criteria	14
30.	MRCMPU, Wayanad Dairy's right to vary quantity at time of award	14
31.	MRCMPU, Wayanad Dairy's right to accept any bid and to Reject any or all bids	14
32.	Notification of award	14
33.	Singing of contract	15
34.	Performance security	

**SECTION I**  
**INSTRUCTION TO BIDDERS**

**A. Introduction**

1. Source of Funds

1.1 Rashtriya Kisihi Vikas Yojana (RKVY) and own Funds.

1.2 Location: **Wayanad Dairy, Chuzhali P.O, Kalpetta, Kerala – 673 121**

2. Eligible Bidders

2.1 This invitation for Bids is open to all eligible bidders as per the eligibility criteria of this bidding document and that possess necessary license/certificate issued by Competent Authorities to carry out such works in Kerala.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Malabar Regional Cooperative Milk Producers Union Ltd ., hereinafter referred to as "MRCMPU, Wayanad Dairy", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**B. The Bidding Documents**

4. Content of Bidding Documents.

1) In addition to the Invitation for Bids, the Bidding Documents include:

a. Instruction to Bidders;

b. General Conditions of Contract

c. Special Conditions of Contract

d. Technical Specifications

e. Bid Security form

f. Contract form

g. Performance Security form

h. Bid Form and price schedules

5. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents Site conditions etc. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the MRCMPU, Wayanad Dairy in writing or by mail, fax, or cable at the MRCMPU, Wayanad Dairy's mailing address indicated in the Invitation for Bids. The MRCMPU, Wayanad Dairy will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by the MRCMPU, Wayanad Dairy.

Written copies of the MRCMPU, Wayanad Dairy's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Bidding Documents, and will be attached to the Bidding Documents sold subsequently.



## 7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the MRCMPU, Wayanad Dairy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

7.2 The amendment will be notified in writing, or by mail or cable to all prospective Bidders who have purchased Bidding Documents and will be binding on them. The amendment will be attached to the bidding documents sold subsequently.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the MRCMPU, Wayanad Dairy may, at its discretion, extend the deadline for the submission of bids.

## C. Preparation of Bids

### 8. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the MRCMPU, Wayanad Dairy, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

### 9. Documents comprising the Bid

The bid prepared by the Bidder shall comprise the following components:

- a. A Bid Form and a Price Schedule completed in accordance with Clauses 10, 11 & 12.
- b. Documentary evidence established in accordance with clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if bid is accepted.
- c. Documentary evidence established in accordance with Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
- d. Bid security (Earnest Money Deposit) furnished in accordance with Clause 15.

### 10. Bid Form

The Bidder shall complete the Bid Form and appropriate price Schedule furnished in the Bidding Documents.

### 11. Bid Prices

11.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole works as described in the invitation for bid based on the schedule of unit rates and prices submitted by the bidder.

11.2 The bidder shall fill in rates and prices for all items of works described in the Schedule of quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid for by MRCMPU, Wayanad Dairy when executed and shall be deemed to have covered by the other rates in the schedule of quantities.

11.3 All duties, taxes and other levies for supply as well as that for the erection shall be payable by the bidder under the contract shall be included in the rate and the prices and total bid price submitted by the bidder and evaluation and the comparison of bids by the MRCMPU, Wayanad Dairy shall be made accordingly.

### 11.4 Fixed price

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.

## 12. Bid Currencies

For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

## 13. Documents Establishing Bidders' Eligibility and qualifications.

13.1. Pursuant to clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted. For the purpose of this bidder shall meet the following qualification criteria as a minimum.

a. The bidder shall be in business as Electrical works contractor for a minimum period of Three years at the time of bid opening and shall possess valid competent license issued by Chief Electrical Inspectorate/Kerala State Electricity licensing Board to execute Electrical contract works in Kerala State.

b. The bidder should have completed a minimum of two similar works of 60% of the estimated value of the Contract, for which this Invitation to Bid is issued, during the last three years.

c. The bidder's annual financial turnover during the last three years shall not be less than the estimated value of contract as specified in the Invitation to Bid.

13.2 The documentary evidence of the Bidder's eligibility to bid shall be established to the MRCMPU, Wayanad Dairy's satisfaction

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall be established to the MRCMPU, Wayanad Dairy's satisfaction.

1. That, the Bidder has the financial and business capability necessary to perform the Contract.

To this end, all bids submitted shall include the following information along with formats under Section X.

a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.

b. Details of experience and past performance of the bidder on works of similar nature and capacity within the past 3 years and details of current contracts in hand and other commitments; (Name of work - turn-key jobs, capacity of the plant executed, Contract reference, Name and detailed postal address of client, value of work, time of completion, date of completion etc. are to be furnished).

c. Major items of plant and equipment available/installed in the Bidder's factory premises/proposed for use in carrying out the contract at site.

d. Qualification and experience of key personnel for successful execution of the contract (both on and off site)

e. Income tax clearance certificate/copy of returns filed and sales tax clearance certificate for the previous three years, in original/certified true copies.

f. Copy of license/certificate issued by competent authorities.

g. Information regarding any current litigation in which the bidder is involved.

## 14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents.

14.1 Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

14.2 The documentary evidence of the goods and services conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish a detailed description of the goods essential technical and performance characteristics.

14.3 Pursuant to Clause 14.2 above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the MRCMPU, Wayanad Dairy in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the MRCMPU, Wayanad Dairy's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

#### **15. Bid Security (Earnest Money Deposit)**

15.1 The Bidder shall furnish, as part of its bid, bid security for the amount through ONLINE NEFT/RTGS TRANSACTION as indicated in the E-tender notice.

15.2 The bid security is required to protect the KCMMF against the risk of Bidder's conduct, which would warrant the security's forfeiture.

15.3 The bid securities of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity as prescribed in these documents through ONLINE NEFT/RTGS TRANSACTION.

15.4 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract.

15.5 No interest shall be paid by KCMMF on the bid security furnished by the bidder.

15.6 The bid security may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. In the case of successful Bidder, if the Bidder fails: To sign the contract in accordance with the clause mentioned.

#### **16. Period of validity of Bids**

16.1 Bids shall remain valid for 60 days after the date of bid opening prescribed by the MRCMPU, Wayanad Dairy, pursuant to clause 19. A bid valid for a shorter period may be rejected by the MRCMPU, Wayanad Dairy as non-responsive.

16.2 In exceptional circumstance, MRCMPU, Wayanad Dairy may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or mail). The bid security provided under clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **17. Format and signing of Bid**

17.1 The Bidder shall prepare and submit the original copy of the bidding document purchased by them along with drawings issued if any.

17.2 All pages of the bidding document shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The proof of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall additionally initial all pages of the bid, where entries and amendments have been made.

17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial corrections. No overwriting shall be permitted.

17.4 The bidder shall quote the rate of each item both in figures and words. The rate in words may be given on the reverse of the previous page.

#### **18. Submission of bids**

- a. The bid shall be in two parts viz. technical and commercial (price).
- b. The price bids of those who qualify in the technical bid (pre-qualification criteria) will only be opened.

#### **19. BID OPENING AND EVALUATION**

19.0 Bid opening

19.1 Bids will be opened at the time and date specified in the NIT.

20. Post-qualification

20.1 In the absence of pre-qualification, the MRCMPU, Wayanad Dairy will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

20.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Para 13, as well as such other information as the MRCMPU, Wayanad Dairy deems necessary and appropriate including details of experience and records of past performance.

20.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; MRCMPU, Wayanad Dairy will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

21. Award criteria

Subject to clause 31, MRCMPU, Wayanad Dairy shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest. Evaluated bid price pursuant to clause 26, provided further that the bidder has the capability and the resources to carry out the contract effectively.

22. MRCMPU, Wayanad Dairy's right to vary quantities at time of award

MRCMPU, Wayanad Dairy reserves the right at the time of award of contract to increase or decrease the quantity of goods and services specified in the schedule of requirement without any change in unit price or other terms and conditions.

23. MRCMPU, Wayanad Dairy's Right to Accept Any Bid and to Reject Any or All Bids.

The MRCMPU, Wayanad Dairy reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MRCMPU, Wayanad Dairy's action.

24. Notification of Award.

24.1 Prior to expiry of the period of bid validity prescribed in the bid document's MRCMPU, Wayanad Dairy will notify the successful bidder by telegram/mail confirmed in writing that his bid has been accepted. This letter (hereinafter and in the conditions of Contract referred to as "Letter of Acceptance") shall name the

sum which the MRCMPU, Wayanad Dairy will pay to the Contractor in consideration of the execution, completion and the maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of the Contract referred to as the "Contract Price").

24.2 The notification of the award will constitute the formation of the Contract

24.3 Upon the furnishing by the successful bidder of a performance security in accordance with the clause 33 of the MRCMPU, Wayanad Dairy will notify the unsuccessful bidders that their bids have been unsuccessful.

25. Signing of Contract

25.1 At the same time as the MRCMPU, Wayanad Dairy notifies the successful Bidder that its bid has been accepted, the MRCMPU, Wayanad Dairy will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

25.2 Within 15 days of receipt of the Contract form the successful Bidder shall sign and date the Contract and return it to the MRCMPU, Wayanad Dairy

26. Performance Security.

26.1 Within 30 days of the receipt of notification of award from the MRCMPU, Wayanad Dairy, the successful Bidder shall furnish the performance security in accordance with the conditions of Contract, in the Performance Security Form provided in the Bidding Documents.

26.2 Failure of the successful Bidder to comply with the requirement of Para 32 or Para 33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the MRCMPU, Wayanad Dairy may make the award to the next lowest evaluated bidder or call for new bids.

**SECTION II.  
GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

<b>Clause Topic</b>	<b>Page</b>	<b>Clause Topic</b>	<b>Page</b>
	No.		No.
1. Definitions	17	17. Assignment	22
2. Application	17	18. Subcontracts	22
3. Country of Origin	17	19. Delays in Contractor's Performance	22
4. Standards	18	20. Liquidated Damages	23
5. Use of Contract Documents	18	21. Termination for default	23
6. Patent Rights	18	22. Force Majeure	24
7. Performance Security	18	23. Termination for insolvency	24
8. Inspections and Tests	19	24. Termination for convenience	24
9. Packing & Marking	19	25. Resolution of disputes	25
10. Delivery and Documents	20	26. Governing Languages	25
11. Insurance	20	27. Applicable law	25
12. Transportation	20	28. Notices	25
13. Incidental Services	21	29. Taxes and duties	25
14. Warranty/Guarantee	21	30. Right to use defective Equipment	26
15. Payment	22	31. Material issued by MRCMPU, Wayanad Dairy	26
16. Prices	22		

## **16 GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

1.1 In this contract, the following terms shall be incorporated as indicated

- a. "The Contract" means the agreement entered into between the MRCMPU, Wayanad Dairy and the Successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- c. "The Goods" means all of the equipment, machinery, and/or other materials, which the Contractor is required to supply to the MRCMPU, Wayanad Dairy under the Contract
- d. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provisions of technical assistance, training and other such obligations of the Contractor covered under the Contract;
- e. "The MRCMPU, Wayanad Dairy" shall mean The Malabar Regional Co-operate Milk Producers Union Ltd.
- f. "The Contractor" means the successful bidder whose bid has been accepted by the Federation and on whom a work order has been placed and shall include his heirs, legal representatives and assignees.
- g. Engineer-in-charge means the Engineer or any other authorized representatives of the MRCMPU, Wayanad Dairy who is empowered to take decision on behalf of MRCMPU, Wayanad Dairy for the purpose of the Contract.

### **2. Application**

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### **3. Country of Origin**

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the IFI financing the Contract. These rules are explained under the Special Conditions of Contract.

3.2 For purpose of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality for the Contractor.

### **4. Standards.**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, to the Indian Standards.

### **5. Use of Contract Documents and Information**

5.1 The Contractor shall not, without the MRCMPU, Wayanad Dairy's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the MRCMPU, Wayanad Dairy in connection therewith, to any person other than a

person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The Contractor shall not, without the MRCMPU, Wayanad Dairy's prior written consent, make use of any document or information enumerated in para.5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in the para.5.1 shall remain the property of the MRCMPU, Wayanad Dairy and shall be returned (in all copies) to the MRCMPU, Wayanad Dairy on completion of the Contractor's performance under the Contract if so required by the MRCMPU, Wayanad Dairy.

#### 6. Patent Rights

6.1 The Contractor shall indemnify the MRCMPU, Wayanad Dairy against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

#### 7. Performance Security

7.1 Within 30 days after the Contractor's receipt of notification of award of the Contract, the Contractor shall furnish performance security to the MRCMPU, Wayanad Dairy in the amount specified in the Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to the MRCMPU, Wayanad Dairy as compensation for any loss resulting from Contractor's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in Indian Rupees and shall be in the following form:

7.3.1. A Bank guarantee issued by a Nationalized Indian Bank/foreign bank operating in India/New Generation Bank.

7.3.2. Demand draft in favour of Kerala Co-operative Milk Marketing Federation Lt. payable at Thiruvananthapuram the bank guarantee shall be valid till the expiry of the warranty period.

7.4 The performance security will be discharged by the MRCMPU, Wayanad Dairy and returned to the contractor not later than 30 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, under the Contract.

7.5 In the event of increase in the Contract value, in actual execution, proportionate additional performance security shall be paid by the Contractor if called upon to do so.

7.6 In the event of decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.

7.7 No interest shall be paid by the MRCMPU, Wayanad Dairy for the amount deposited as Performance security with the MRCMPU, Wayanad Dairy.

#### 8. Inspection and Tests

8.1 The MRCMPU, Wayanad Dairy or its representatives shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the MRCMPU, Wayanad Dairy requires and where they are to be conducted. The MRCMPU, Wayanad Dairy shall notify the Contractor in writing of the identity of any representatives, if retained for these purposes.

8.2 The Inspections and tests may be conducted on the premises of the contractor or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Contractor or its sub contractor(s), all reasonable facilities and



assistance-including access to drawing and production data-shall be furnished to the inspectors at no charge to the MRCMPU, Wayanad Dairy. In case of any defects of deficiency notified by the MRCMPU, Wayanad Dairy's inspection authority, the Contractor will rectify and make good the same without delay and not proceed further processing of such item(s) of Goods without obtaining approval from the inspection authority.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the MRCMPU, Wayanad Dairy may reject them and the Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the MRCMPU, Wayanad Dairy.

8.4 The MRCMPU, Wayanad Dairy's right to inspect, test and, where necessary, reject the goods after the Goods' arrival at Destination shall in no way be limited or waived by reason of the Goods having previous been inspected, tested and passed by the MRCMPU, Wayanad Dairy or its representative prior to the Goods shipment from the country of origin.

Nothing in Clause 8 shall in any way release the Contractor from any warranty or other obligations under the Contract.

## 9. Delivery and Documents

9.1 Delivery of the goods shall be made by the Contractor in accordance with the terms specified by the MRCMPU, Wayanad Dairy in its Schedule of Requirements and the Special Conditions of Contract.

## 10. Insurance

10.1 The goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

10.2 Where delivery of the Goods is required by the MRCMPU, Wayanad Dairy on a CIF basis, the Contractor shall arrange and pay for marine insurance naming the MRCMPU, Wayanad Dairy as the beneficiary. After arrival of the goods and prior to the commencement of the Electrical erection the bidder shall arrange a comprehensive storage cum erection insurance naming MRCMPU, Wayanad Dairy as the beneficiary. The storage cum erection insurance policy shall cover the entire value of the goods including erection work as per the order value of MRCMPU, Wayanad Dairy.

10.3 The Contractor shall provide a copy of the insurance policy along with invoice to the MRCMPU, Wayanad Dairy who will make arrangements to extend the validity of the policy, if necessary.

### 10.4 The Contractor shall

- a. Initiate and pursue claim till settlement, and
- B. Prompt make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

## 11. Incidental Services

11.1 As specified in the Special conditions of Contract, the Contractor may be required to provide any or all of the following services:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied goods;
- b. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract and

e. Conduct of training of the MRCMPU, Wayanad Dairy's personnel, at the Contractor's plant and/or on-site in assembly, start-up operation, maintenance and/or repair of the supplied goods.

11.2 Prices charged by the Contractor for the preceding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the Contractor for similar services.

## 12. Warranty/Guarantee

12.1 The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (Except in so far as the design or material is required by the MRCMPU, Wayanad Dairy's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Contractor also guarantees that the Goods supplied shall perform satisfactorily as per the designed/rated/installed capacity as provided for in the Contract.

12.2 This warranty/guarantee shall remain valid for 12 months after the Goods, or any portion There of as the case may be, have been delivered and commissioned to the final destination indicated in the Contract.

12.3 The MRCMPU, Wayanad Dairy shall promptly notify the Contractor in writing of any claims arising under this warranty.

12.4 Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the MRCMPU, Wayanad Dairy.

12.5 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the MRCMPU, Wayanad Dairy may proceed to take such remedial action as may be necessary, at the Contractor's risk and expenses and without prejudice to any other rights which the MRCMPU, Wayanad Dairy may have against the Contractor under the Contract.

12.6 This warranty/guarantee shall not cover any damage/s resulting from normal wear and tear or Improper handling by the MRCMPU, Wayanad Dairy or his authorized representatives.

12.7 In case of installation and commissioning contracts, the Contractor shall guarantee the Complete installation for satisfactory performance for a minimum period of twelve months from the date of commissioning. The Contractor at his own cost shall rectify any defect arising out the faulty installation or use of substandard material or workmanship.

12.8 For assessing the rated performance of the plant, the combined capacity as well as individual equipment capacity shall be reckoned. The Plant shall be operated for 8 hours continuously per shift.

## 13. Payment

13.1 The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the Special Conditions of Contract.

13.2 The Contractor's request(s) for payment shall be made to the MRCMPU, Wayanad Dairy in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by

shipping documents, submitted pursuant to Clause 10, and fulfilment of other obligations stipulated in the Contract.

13.3 Payments shall be made promptly by the MRCMPU, Wayanad Dairy within thirty days of submission of an invoice/claim by the Contractor.

13.4 The currency in which payment is made to the Contractor under this Contract shall be Indian Rupees.

#### 14. Prices

14.1 Prices charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid.

#### 15. Assignment

15.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the MRCMPU, Wayanad Dairy's prior written consent.

#### 16. Subcontracts

16.1 The contractor shall notify the MRCMPU, Wayanad Dairy in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

16.2 Subcontracts must comply with the provisions of Clause 3.

#### 17. Delays in the Contractor's Performance

17.1 Delivery of the Goods and performance of services shall be made by the Contractor in accordance with the time schedule specified by the MRCMPU, Wayanad Dairy in its Schedule of Requirements.

17.2 An unexcused delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the Contract for default.

17.3 If any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, Contractor shall promptly notify MRCMPU, Wayanad Dairy in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the MRCMPU, Wayanad Dairy shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### 18. Liquidated Damages

18.1 Subject to Clause 22, if the Contractor fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the MRCMPU, Wayanad Dairy shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to:

I. 0.25% of the full contract value for each week of delay

II. The total amount so deducted shall not exceed 5% of the Contract value. Once the maximum is reached, the MRCMPU, Wayanad Dairy may consider termination of the Contract.

18.2 Any incremental taxes and levies on account of delay in performance of the Contract by the Contractor shall be to the Contractor's account.

#### 19. Termination for Default

19.1 The MRCMPU, Wayanad Dairy may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part;

- a. If the Contractor fails to deliver any or all of the Goods within the time \_\_\_\_\_ period(s) specified in the Contract, or any extension thereof granted by the MRCMPU, Wayanad Dairy pursuant to Clause 19;

or

- b. If the Contractor fails to perform any other obligation(s) under the Contract.

19.2 In the event the MRCMPU, Wayanad Dairy terminate the Contract in whole or in part, pursuant to para.21.1 the MRCMPU, Wayanad Dairy may procure upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Contractor shall be liable to the MRCMPU, Wayanad Dairy for any excess costs for such similar Goods. However, the contractor shall continue performance of the Contract to the extent not terminated.

19.3 Consequent to such termination of Contract, the MRCMPU, Wayanad Dairy shall recover the advance paid, if any, to the Contract along with interest @ 18% per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the Contractor

## 20. Force Majeure

20.1 Notwithstanding the provisions of Clauses 19,20,21, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 For purposes of this clause, "force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the MRCMPU, Wayanad Dairy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

20.3 If a Force Majeure situation arises, the Contractor shall promptly notify the MRCMPU, Wayanad Dairy in writing of such condition and the cause thereof. Unless otherwise directed by the MRCMPU, Wayanad Dairy in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 21. Termination for Insolvency

The MRCMPU, Wayanad Dairy may at any time terminate the Contractor by giving written notice to the Contractor, without compensation to the Contractor if;

a. The Contractor becomes bankrupt or otherwise insolvent

b. The Contractor being a Company is wound up voluntarily by the order of a Court, receiver, liquidator or Manger appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MRCMPU, Wayanad Dairy.

## 22. Termination for Convenience

22.1 The MRCMPU, Wayanad Dairy, may be written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the MRCMPU, Wayanad Dairy's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

22.2 The Goods that are complete and ready for shipment within 30 days after the Contractor's receipt of notice of termination shall be purchased by the MRCMPU, Wayanad Dairy at the Contract terms and prices. For the remaining Goods, MRCMPU, Wayanad Dairy may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and for materials and parts previously procured by the Contractor.

## 23. Resolution of Disputes

23.1 The MRCMPU, Wayanad Dairy and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

23.2 If, after thirty days from the commencement of such informal negotiations, the MRCMPU, Wayanad Dairy and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the

Special Conditions of Contract. The mechanism shall be specified in the Special conditions of Contract.

#### 24. Governing Language

24.1 The Contractor shall be written in the language of the bid, as specified by MRCMPU, Wayanad Dairy in the Instructions to Bidders. Subject to Clause 27, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in that same language.

#### 25. Applicable law

The Contract shall be interpreted in accordance with the laws of the Union of India.

#### 26. Notices

26.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or mail/cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 27. Taxes & duties.

27.1 The contractor shall be entered responsible for all taxes, duties, license fees etc. including unloading until delivery of the contracted Goods, including installation and commissioning, to the MRCMPU, Wayanad Dairy.

27.2 The Contractor shall be liable to pay all corporate taxes, income tax, Entry tax at check post, Contribution to Employee's Provident Fund, Sales Tax on works contract (if any), value added tax and other taxes that shall be levied according to the laws and regulations applicable from time to time in India and Kerala and the price bid by the Contractor shall include all such taxes. Whenever the laws and regulations require deduction of such taxes at the source of payment, the MRCMPU, Wayanad Dairy shall effect such deductions from the payment due to the Contractor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the MRCMPU, Wayanad Dairy as per the laws and regulations in force. Nothing in the Contract, shall relieve the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor in respect of the Contract. The Contractor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### 28. Right to use defective equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the MRCMPU, Wayanad Dairy shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the MRCMPU, Wayanad Dairy's operation.

**SECTION III,  
SPECIAL CONDITION OF CONTRACT**

<b>Item No.</b>	<b>Topic</b>	<b>PART I Page No.</b>
1.	Definitions (Clause 1)	26
2.	Country of Origin (Clause 3)	26
3.	Equivalency of standards and codes (clause 4)	26
4.	Performance Security (clause 7)	26
5.	Inspection and Tests (clause 8)	26
6.	Delivery and Documents (Clause 10)	27
7.	Insurance (Clause 11)	28
8.	Incidental Services (Clause 13)	28
9.	Warranty (Clause 14)	28
10.	Payment (Clause 15)	28
11.	Resolution of Disputes (Clause 25)	29
12.	Notices (Clause 28)	29

**SPECIAL CONDITIONS OF CONTRACT  
PART - I**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding Clause number of the General Conditions is indicated in parentheses.

1. Definitions (Clause 1)

- a. The MRCMPU, Wayanad Dairy is the project authority.
- b. The Contractor is the successful bidder whose bid has been accepted by the Wayanad Dairy and on whom the work order has been placed.

2. Country of Origin (Clause 3) Indian

3. Equivalency of Standards and Codes (Clause 4)

Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

4. Performance Security (Clause 7)

The Performance Security shall be in the amount of 10% of the Contract Price.

5. Inspection and Tests (Clause 8)

5.1 The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the work order form and shall be in line with the inspection/test procedures laid down in the Schedule of Specifications and the Contract conditions.

5.2 Contractor must have suitable facilities at their works for carrying out various performance tests on the equipment. The bidder should clearly confirm that all the facilities exist for inspection and shall be made available to the inspecting Authority.

5.3 All load and functional tests as indicated in the specifications must be carried out at the manufacturer's works. Reliability of the equipment shall be demonstrated to the satisfaction of the appointed inspector or inspecting Agency.

5.4 Approved contractor's drawings shall not be departed from except as provided in the Bidding document.

5.5 The MRCMPU, Wayanad Dairy shall have the right at all reasonable times to inspect, at the Contractor's premises all Contractor's drawings of any part of the work.

5.6 The contractor shall provide, within the time stated in the contract or in the programme, drawing showing how the plant is to be designed and any other information required for

- a. Preparing suitable foundations or other means of support
- b. Providing suitable access to the site for the plant and any necessary equipment to the place where the plant is to be erected and
- c. Making necessary electrical connections from the panel board provided in the individual sections to the machines.

5.7 Before the goods and equipment are taken over by the MRCMPU, Wayanad Dairy, the Contractor shall supply operation and maintenance manuals together with drawings in quadruplicate of the goods and equipment as built. These shall be in such details as will enable the MRCMPU, Wayanad Dairy to operate, maintain, adjust and repair all parts of the works as state in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the MRCMPU, Wayanad Dairy.

5.8 In case of Foreign Contractor, inspection can be carried out by an inspection agency acceptable to the MRCMPU, Wayanad Dairy, which should be clearly mentioned in the bid. The charges for such inspection and tests shall be borne by the MRCMPU, Wayanad Dairy and the Foreign Contractor should indicate the charges. However, the MRCMPU, Wayanad Dairy reserves the right to appoint at its cost, any

inspection Agency (other than the one suggested by the Contractor) that should be binding on the Contractor.

In case of Indian Contractors, the goods will be accepted after inspection by the MRCMPU, Wayanad Dairy, his representative or any inspection agency appointed by MRCMPU, Wayanad Dairy and the costs for such Inspector/Agency shall be borne by the MRCMPU, Wayanad Dairy

#### 6. Delivery and Documents (Clause 10)

Original and four copies of

- i. The Contractor's invoice showing work Order No., Goods description, quantity, unit price, total amount;
- ii. Delivery note/packing list/lorry receipt;
- iii. Manufacturer's/Contractor's guarantee certificate in case applicable;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Contractor's factory inspection report;
- v. Certificate of origin;
- vi. Insurance policy;
- vii. Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
- viii. Any other document evidencing payment of statutory levies

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical to that used in the work order. The despatch particulars including name of transporter, LR No. and date should also be mentioned in the invoices.

#### 7. Insurance (clause 11)

The insurance shall be in an amount equal to 110% of the FOR Destination value of the goods from "warehouse to warehouse" on All Risks" basis including war Risks and Strike clauses valid for a period not less than 3 months after the date of arrival of Goods at final destinations. After arrival of the goods and prior to the commencement of the Electrical erection the bidder shall arrange a comprehensive storage cum erection insurance naming MRCMPU, Wayanad Dairy as the beneficiary. The storage cum erection insurance policy shall cover the entire value of the goods including erection work as per the order value of MRCMPU, Wayanad Dairy.

#### 8. Incidental services (Clause 13)

The incidental services shall be provided as per the requirements outlined in the Schedule of Specifications and as covered under Clause 13.

The cost shall be included in the contract price, if provided for in the scope for the Contract.

#### 9. Warranty/Guarantee (Clause 14)

The warranty/Guarantee shall be as per provision under Clause 14 of General Conditions.

#### 10. Payment (Clause 15)

##### 10.1 Supply components

i. 30% advance on acceptance of the order, signing the agreement and against a bank guarantee for the advance payment from a Nationalised bank for 30% value of the contract/order as per the terms of the contract/order.

ii. 50% payment against safe receipt of the goods at site

iii. 10% payment on completion of erection of the items on group basis

iv. 10% payment on completion of testing and commissioning of the plant.

##### 10.2 Erection components

i. 30% advance on acceptance of the order, signing the agreement and against a bank guarantee for the advance payment from a Nationalised bank for 32% value of the contract/order as per the terms of the contract/order.

ii. 50% payment on erection of the equipment on group basis.

iii. 10% payment on completion of erection of the items on group basis

iv. 10% payment on completion of testing and commissioning of the plant.



10.3 Contracts valued at Rs.50, 000/- (combining Schedule I & II) and below are not eligible for advance payment.

10.4 Bank Guarantee when obtained for 30% advance, payment shall be released not later than 30 days after date of delivery of the Goods at their final destination of all the goods.

10.5 All interim payment shall be treated as advance payment. On completion of the entire work, the Contractor shall submit his final bill. After verifying the final bill, MRCMPU, Wayanad Dairy will issue to the contractor a statement (hereinafter called as the final account statement). The contractor shall return the final account statement duly signed as an acknowledgement of full and final value of work performed under the contract and full and final settlement of the payment. On receipt of this statement back from the contractor, the final payment shall be released.

11. Resolution of Disputes (Clause 25)

In case of any dispute, the Registrar of Co-operative Societies of Kerala State shall be the sole arbitrator as per the provisions of Kerala Co-operative Societies Act 1969.

12. Notices (Clause 28)

For the purpose of all the notices, the following shall be the address of the MRCMPU, Wayanad Dairy and Contractor. MRCMPU, Wayanad Dairy: Malabar Regional Co-operative Milk Producers Union Ltd, Wayanad Dairy, Chuzhali P.O, Kalpetta & Contractor: Address of the Tenderer mentioned in the issue letter of tender document with whom the work has been awarded.

**SECTION IV,  
SPECIAL CONDITION OF CONTRACT  
PART II**

TABLE OF CLAUSES

Item No.	Topic	Page No.
1.	Sufficiency of Tender	31
2.	Programme of installation and commissioning	31
3.	Preparation of drawings for approval	33
4.	Contractor's superintendence and employment of Erection team and conduct of personnel	33
5.	MRCMPU, Wayanad Dairy's instruction	34
6.	Right of the MRCMPU, Wayanad Dairy	35
7.	Contractor's functions	36
8.	"Duties of the Contractor vis a vis. the MRCMPU, Wayanad Dairy	37
9.	Supply of tools, tackles and materials	39
10.	Protection of Plant	39
11.	Unloading, transportation and inspection	40
12.	Storage of equipment	41
13.	Approvals	42
14.	Review and Co-ordination of erection work	43
15.	Extension of time for completion	43

## **SPECIAL CONDITIONS OF CONTRACT FOR ERECTION- PART II**

### **1.0. SUFFICIENCY OF TENDER**

The Contractor by bidding shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract Price, as to the possibility of executing the works as shown and described in the Contract, as to the general circumstances at the site of the works, as to the general labour position at site and to have determined the prices accordingly.

### **2.0 PROGRAMME OF INSTALLATION & COMMISSIONING**

As soon as practicable after the acceptance of the bid, the Contractor shall submit to the MRCMPU, Wayanad Dairy for his approval comprehensive programme in the form of PERT network/bar chart and any other form as may be required by the MRCMPU, Wayanad Dairy showing the sequence of order in which the Contractor proposes to carryout the works including the design, manufacture, delivery to site, erection and commissioning thereof. After submission to and approval by the MRCMPU, Wayanad Dairy of such programme, the Contractor shall adhere to the sequence of order and method stated therein. The submission to and approval by the MRCMPU, Wayanad Dairy of such programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The programme approved by the MRCMPU, Wayanad Dairy shall form the basis of evaluating the pace of all works to be performed by the Contractor. The Contractor shall update the PERT network every month, submit it to the all inform the MRCMPU, Wayanad Dairy the progress on all the activities falling on schedule for the next reporting date.

### **3.0 PREPARATION OF DRAWINGS FOR APPROVAL**

The Contractor should visit the site to acquaint himself in respect of existing site conditions and to know the details/information required for understanding the nature and type of civil construction works involved in the project. The Contractor shall submit to the MRCMPU, Wayanad Dairy for approval:

- a. Within the time given in the specification or in the programme, such drawings, samples, patterns and models as may be called for therein, and in numbers therein required.
- b. During the progress of works and within such reasonable times as the MRCMPU, Wayanad Dairy may require such drawings of the general arrangements and details of the works as the MRCMPU, Wayanad Dairy may require.

Wherever necessary, the Contractor would be provided with a set of architectural/civil drawings for the buildings where the erection works would be carried out and also the equipment details/drawing for all equipment to be handed over to the Contractor by the MRCMPU, Wayanad Dairy. The specifications/conditions concerning the submission of drawings by the Contractor are detailed as under:

3.1 Within three weeks from the date of receipt of the order, Contractor shall furnish a list of all necessary drawings as briefly described below which the Contractor shall submit for approval, identifying each drawings by a serial number and descriptive title and expected date of submission. This list shall be revised and extended if necessary, during the progress of work depending on the nature of the contract also. The MRCMPU, Wayanad Dairy shall signify his approval or disapproval of all drawings or such drawings that would affect progress of the contract as per the agreed programme.

If, by reason of any failure or inability of the MRCMPU, Wayanad Dairy to issue within four weeks of time in all the circumstances any drawing or order requested by the Contractor suffers delay and/or incurs costs then the MRCMPU, Wayanad Dairy shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 15 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

Brief list of drawings:

- i. Electrical schematic drawings
- ii. Internal Electrification drawings
- iii. Earthing layout
- iv. Individual drawing for pre-fabricated items
- v. Other miscellaneous drawings as required for erection work
- vi. Switch Boards, Control Panel & Mimic panel drawings
- vii. Schematic diagram representing electrical interlocking arrangement for various sections, Control wiring drawings etc.

3.2 Drawings showing fabrication details, dimensions, layouts and bill of materials submitted for approval shall be signed by responsible representative of Contractor and shall be to any one of the following sizes in accordance with Indian Standards: A0, A1, A2, A3 & A4.

3.3 All drawings shall show the following particulars in the lower right hand corner in addition to

Contractor's name:

- |     |                                   |    |                |
|-----|-----------------------------------|----|----------------|
| i   | Name of the MRCMPU, Wayanad Dairy | ii |                |
|     | Project Title                     |    |                |
| iii | Title of drawing                  | iv | Scale          |
| v   | Date of drawing                   | vi | Drawing number |
| vii | Space for drawing number          |    |                |

3.4 In addition to the information provided on drawings, each drawing shall carry a revision number, date of revision and brief description of revision carried out. Whenever any revision is carried out, correspondingly revision number must be updated.

3.5 All dimensions on drawings shall be in metric units

3.6 Drawings (three sets) submitted by the Contractor for approval will be checked, reviewed by the MRCMPU, Wayanad Dairy, and comments, if will be conveyed to the Contractor. It is the responsibility of the Contractor to incorporate correctly all the comments conveyed by the MRCMPU, Wayanad Dairy on the Contractor's drawing. The drawings, which are approved with comments, are to be re-submitted to the MRCMPU, Wayanad Dairy for purpose of records. Such drawings will be checked/reviewed by the MRCMPU, Wayanad Dairy to verify whether the Contractor has incorporated all the comments. If the Contractor is unable to incorporate any comments in the revised drawings, Contractor shall clearly state in his forwarding letter such non-compliance along with the valid reasons.

3.7 Drawings prepared by the Contractor and approved by the MRCMPU, Wayanad Dairy shall be considered as a part of the specifications. However, the examination of the drawings by the MRCMPU, Wayanad Dairy shall not relieve the Contractor of his responsibility for engineering design, workmanship and quality of materials, warranty obligations and satisfactory performance on installation covered under the contract.

3.8 If at any time before completion of the work, changes are made, necessitating revision of approved drawings, the Contractor shall make such revisions and proceed in the same routine as for the original approval.

#### 3.9 Date of submission

In the event, the drawings submitted for approval require many revisions amounting to redrawing of the same and then the date of submission of the revised drawings would be considered as the date of submission for approval.

3.10 The Contractor shall furnish to the MRCMPU, Wayanad Dairy before the works are taken over, Operating and Maintenance instructions together with Drawings of the works as completed, in sufficient details to enable the MRCMPU, Wayanad Dairy of maintain, dismantle, reassemble and adjust all parts of the works. Unless otherwise agreed, the works shall not be considered to be complete for the purposes of taking over until such instructions and drawings have been supplied to the MRCMPU, Wayanad Dairy.

#### 4. CONTRACTOR'S SUPERINTENDENCE (AND) DEPLOYMENT OF ERECTION TEAM AND CONDUCT OF PERSONNEL

The Contractor shall employ one or more competent representatives, whose name or names shall have previously been communicated in writing to the MRCMPU, Wayanad Dairy by the Contractor, to superintend the carrying out of the works on the site. The said representative or if more than one shall be employed, then one of such representatives shall be present on the site during all times, and any orders of instructions which the MRCMPU, Wayanad Dairy may give to the said representatives of the Contractor shall be deemed to have given to the Contractor. The said representative shall have full technical capabilities and complete administrative and financial powers to expeditiously and efficiently execute the work under the contract.

4.1 The Contractor shall, execute the works with due care and diligence within the time for completion and employ Contractor's team comprising qualified and experienced Engineers together with adequate skilled, semi-skilled and unskilled workmen in the site for carrying out the works. The Contractor shall ensure adequate work force to keep the required pace at all times as per the schedule of completion. Contractor shall also ensure availability of operation of the plan/equipment till handing over of the plant.

4.2 The Contractor shall furnish the details of qualifications and experience of their semi supervisors and Engineers assigned to the work site, including their experience in supervising erection and commissioning of plant and equipment of comparable capacity.

4.3 When the Contractor of Contractor's representative is not present on any part of the work where it may be desired to give direction in the event of emergencies, orders may be given by the MRCMPU, Wayanad Dairy and shall be received and observed by the supervisors or foremen who may have charge of the particular part of the work in reference to which orders are given. Any such instructions, directions or notices given by the MRCMPU, Wayanad Dairy shall be deemed to have been given to the Contractor.

4.4 The Contractor shall furnish to the MRCMPU, Wayanad Dairy a fortnightly labour force report showing by classifications the number of employees engaged in the work. The Contractor's employment records shall include any reasonable information as may be required by the MRCMPU, Wayanad Dairy. The Contractor should also display necessary information as may be required by statutory regulations.

4.5 None of the Contractor's supervisors, Engineers, or laborers may be withdrawn from the work without

notice to the MRCMPU, Wayanad Dairy and further no such withdrawals shall be made if in the opinion of the MRCMPU, Wayanad Dairy, it will adversely affect the required pace of progress and/or the successful completion of the work.

4.6 The MRCMPU, Wayanad Dairy shall be at liberty to object to any representative or person, skilled, semi-skilled or unskilled worker employed by the Contractor in the execution of or otherwise about the works who shall, in the opinion of the MRCMPU, Wayanad Dairy, misconduct himself or be incompetent, or negligent or unsuitable, and the Contractor shall remove the person so objected to, upon receipt of notice in writing from the MRCMPU, Wayanad Dairy and shall provide in that place a competent representative at Contractor's own expense within a reasonable time.

4.7 In the execution of the works no persons other than the sub-Contractor and their employees shall be allowed on the site except by the written permission of the MRCMPU, Wayanad Dairy.

#### 5.0 MRCMPU, Wayanad Dairy's INSTRUCTIONS

The MRCMPU, Wayanad Dairy may in his absolute discretion, issue from time to time drawings and/or instructions, directions and clarifications which are collectively referred to as MRCMPU, Wayanad Dairy's instructions in regard to:

5.1 Any additional drawing and clarifications to exhibit or illustrate details.

5.2 Variations or modifications of the design, quality or quantity of work or the additions or omissions or substitution of any work.

5.3 Any discrepancy in the drawings or between the schedule of quantities and/or specifications

5.4 Removal from the site of any material brought there by the Contractor, which are unacceptable to the MRCMPU, Wayanad Dairy and the substitution of any other material thereof.

5.5 Removal and/or re-execution of any work erected by the Contractor, which are unacceptable to the MRCMPU, Wayanad Dairy.

5.6 Dismissal from the work of any persons employed there upon who shall in the opinion of the MRCMPU, Wayanad Dairy, misconduct himself, or be incompetent or negligent.

5.7 Opening up for inspection of any work covered up

5.8 Amending and making good of any defects.

#### 6.0 RIGHT OF THE MRCMPU, Wayanad Dairy

##### 6.1 Right to direct works:

6.1.1 The MRCMPU, Wayanad Dairy shall have the right to direct the manner in which all works under this contract shall be conducted, in so far as it may be necessary to secure the safe and proper progress and specified quality of the works. All work shall be done and all materials shall be furnished to the satisfaction and approval of the MRCMPU, Wayanad Dairy.

6.1.2 Whenever in the opinion of the MRCMPU, Wayanad Dairy, the Contractor has made marks departures from the schedule of completion or when circumstances or requirement fore such a schedule, shall direct the order, pace and method of conducting the work, which shall be adhered to by the Contractor.

6.1.3 If in the judgment of the MRCMPU, Wayanad Dairy, it becomes necessary at any time to accelerate the overall pace of the plant erection work, the Contractor, when directed by MRCMPU, Wayanad Dairy, shall cease work

at any particular point and transfer Contractor's men to such other point or points and execute such works, as may be directed by the MRCMPU, Wayanad Dairy and at the discretion of the MRCMPU, Wayanad Dairy.

6.2 Right to order modifications of methods and equipment. If at any time the Contractor's methods, materials or equipment appear to the MRCMPU, Wayanad Dairy to be unsafe, inefficient or inadequate for securing the safety of workmen or the public, the quality of work or the rate of progress required, the MRCMPU, Wayanad Dairy may direct the Contractor to ensure safety, and increase their efficiency and adequacy and the Contractor shall promptly comply with such directives. If at any time the Contractor's working force and equipment are inadequate in the opinion of the

MRCMPU, Wayanad Dairy, for securing the necessary progress as stipulate, the Contractor shall if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the MRCMPU, Wayanad Dairy shall not relieve the Contractor of Contractor's obligations to secure the quality, the safe conducting of the work and the rate of progress required by the contract. The Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of Contractor's methods, materials, working force and equipment, irrespective of whether or not the Contractor makes any changes as a result of any order or orders received from the MRCMPU, Wayanad Dairy.

### 6.3 Right to inspect the work

6.3.1 The MRCMPU, Wayanad Dairy' representative shall be give n full assistance in the form of the necessary tools, instruments, equipment and qualified operators to facilitate inspection.

6.3.2 The MRCMPU, Wayanad Dairy reserves the right to call for the original test certificates for all the materials used in the erection work.

6.3.3 In the event the MRCMPU, Wayanad Dairy's inspection reveals poor quality of work/materials, the MRCMPU, Wayanad Dairy shall be at liberty to specify additional inspection procedures if required, to ascertain Contractor's compliance with the specifications of erection work.

6.3.4 Departure from the said schedule, the MRCMPU, Wayanad Dairy, in order to ensure compliance with the Even though inspection is carried out by the MRCMPU, Wayanad Dairy or MRCMPU, Wayanad Dairy's representatives, such inspection shall not, however, relieve the Contractor of any or all responsibilities as per the contract, nor prejudice any claim, right or privilege which the MRCMPU, Wayanad Dairy may have because of the use of defective or unsatisfactory materials or bad workmanship.

## 7.0 CONTRACTOR'S FUNCTIONS

7.1 The Contractor shall provide everything necessary for proper execution of the works, according to the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein. Contractor shall immediately refer the same to the MRCMPU, Wayanad Dairy whose decision shall be final and binding on the Contractor.

7.2 The Contractor shall proceed with the work to be performed under this contract in the best and workman like manner by engaging qualified and efficient workers and finish the work in strict conformance with the drawings and specifications and any changes/modifications thereof made by the MRCMPU, Wayanad Dairy.

## 8.0 APPROVALS

8.1 The Contractor shall obtain the necessary approvals of the Factory Inspector, Boiler Inspector, Electrical Inspector, Weights & Measures Inspector, Explosive Inspector and any other state and local authorities as may be required and the cost of obtaining such approvals shall be included in the contract price.

The Contractor will furnish all the necessary details, drawings, submission of application and Performa to the MRCMPU, Wayanad Dairy for verification/signature. The necessary application duly filled-inn, together with the prescribed fees shall be submitted to the appropriate authorities by the Contractor on behalf of the MRCMPU, Wayanad Dairy. However all the actual statutory prescribed fees paid by the

Contractor shall be reimbursed by the MRCMPU, Wayanad Dairy upon production of the receipt/vouchers.

8.2 Wherever necessary or required, the Contractor shall furnish the necessary test and/or inspection certificates etc. from the appropriate authorities as per IBR, IER and other statutory regulations and the cost for obtaining these certificates shall be included in the contract price.



**SECTION-V  
TECHNICAL SPECIFICATIONS**

**PART - I**

**1. SCOPE**

The intent of this specification is to define the requirements for panels, power & control cables, earthing network, internal electrification and street lighting etc. Requirement of a particular project shall be as specified in schedule of quantities/approved drawing of the Owner or as per the battery limits fixed by the Owner.

**2. STANDARDS**

2.1 The work shall be carried out in the best workmanlike manner in conformity with this Specification, the relevant specification/codes of practice of the Indian Standards Institution, approved drawings and the instructions issued by the Engineer-in-charge or his authorized representative, from time to time. Some of the relevant Indian Standards are listed in Annexure.

2.2 In addition to the standards as mentioned in 2.1, all works shall also confirm to the requirements of the followings:

- a) Indian Electricity Act and Rules framed there under.
- b) Regulations laid down by the Chief Electrical Inspector of the State/State Electricity Board.
- c) Any other regulations laid down by the local authorities.
- d) Installation & operating manuals of original manufacturers of equipment.

**ANNEXURE**

**INDIAN STANDARDS TO BE FOLLOWED FOR ELECTRICAL -ERECTION**

1.	PVC insulated cables (light duty) for working	- 694-1977 Part I & II voltage upto 1100 volts
2.	PVC insulated cables (heavy) for voltage upto 1100 volts	- 1554 - 1976 Part I
3.	do for voltage 3.3 KV to 11 KV	- 1554 - 1976 Part II
4.	Specification for polyethylene insulated PVC Sheathed heavy duty electric cables, voltage not exceeding 1100 V	- 5959 - 1970 Part I
5.	--- do for voltage 3.3 KV to 11 KV	- 5959 - 1970 Part II
6.	Guide for marking of insulated conductors	- 5578 - 1970
7.	Code of practice for installation and maintenance of paper insulated power cables	-1255 - 1967

- |     |  |               |
|-----|--|---------------|
| 8.  | Code of practice for earthing  | - 3043 - 1966 |
| 9.  | Guide for safety procedures and practices in electrical work                         | - 5216 - 1969 |
| 10. | Code of practice for installation and maintenance of AC induction motor starter      | - 5214 - 1969 |
| 11. | Code of practice for installation and maintenance of induction motors                | - 900 - 1965  |
| 12. | Code of practice for installation and maintenance of switchgears                     | - 372 - 1975  |
| 13. | Code of practice for installation and maintenance of transformers                    | - 1886 - 1967 |
| 14. | Code of practice for electrical wiring installation, voltage not exceeding 650 V     | - 732 - 1963  |
| 15. | Code of practice for electrical wiring installation (system voltage exceeding 650 V) | - 2274 - 1963 |
| 16. | Guide for testing three phase induction motor  | - 4029 - 1967 |

**PART III**  
**TECHNICAL SPECIFICATIONS FOR ELECTRIFICATION**

The following specifications will apply under all circumstances to the equipment to be supplied and installed against this contract and it is to be ensured that the contractor shall obtain for himself at his own expense and on his own responsibility all the information that may be necessary for the purpose of submitting the tender and for entering into a contract keeping in view the specifications of installation and inspection of site etc.

**1.0 Indian Standard Specifications**

The following Indian Standard Specifications amended as on date will apply to the equipment and the contract:

- |    |  |                  |
|----|--|------------------|
| a. | L.T. Air circuit breakers                                  | : IS 2516-1965   |
|    |  | Part I Section   |
| b. | Switch fuse units on cubicle switchboards                  | : IS 4047 - 1967 |
| c. | Switchgear bus bars  | : IS 375 - 1963  |
| d. | H.R.C. fuse links  | : IS 2208 - 1962 |
| e. | Distribution fuse boards                                   | : IS 2675 - 1966 |
| f. | Enclosure for low voltage switchgear                       | : IS 2147 - 1962 |
| g. | P.V.C. Cables  | : IS 1554 - 1964 |
| h. | Tubular florescent lamps                                   | : IS 2418-1963   |
| i. | Tungsten filament lamps                                    | : IS 415 - 1963  |
| j. | Ceiling fans   | : IS 374 - 1966  |
| k. | Flood lights   | : IS 1947 - 1967 |
| l. | Industrial light fittings                                  | : IS 1771 - 1961 |
| m. | Water tight electric light fittings                        | : IS 1771 - 1961 |
| n. | Steel boxes for enclosure of electrical accessories        | : IS 5133 - 1964 |
|    |  | Part I           |
| o. | Fittings for rigid steel conduits                          | : IS 2667 - 1964 |
| p. | Rigid steel conduits for electrical wiring                 | : IS 1653 - 1964 |
| q. | Accessories for rigid steel conduits for electrical wiring | : IS 3837 - 1966 |
| r. | Switch socket outlets                                      | : IS 4615 - 1968 |
| s. | Three pin plug and socket outlets                          | : IS 1293 - 1967 |
| t. | Switches for domestic and similar purpose                  | : IS 3854 - 1966 |
| u. | PVC Wires  | : IS 694 - 1964  |
|    |  | Part II          |
| v. | Call bell and buzzers                                      | : IS 2268 - 1966 |
| w. | Earthing   | : IS 3043 - 1966 |
| x. | Electrical wiring installation                             | : IS 732 - 1963  |

- y. Switchgear : IS 3072 - 1965  
 z. Lightening protection : IS 2309 - 1969

Indian Electricity Rule 1956 amended as on date.

## 2.0 CONCEALED/SURFACE CONDUIT WORKS

### 2.1 Conduits specification & size

2.1.1 These shall be of Mild Steel 16 gauge, heavy duty, electric welded, thread type, having, perfectly circular tubing and capable of being cleaned and tight fitting joints or ISI marked PVC rigid conduit as the case may be. The conduit shall be protected from rust by one coat of black enamel paint applied inside and outside in its manufactured form.

2.1.2 Conduit bends shall of 14 S.W.G. As far as possible, the conduit system shall be so laid out that it will alleviate the use of tees, elbows and sharp bends.

2.1.3 The conduit shall be of ample section area to facilitate the drawing of P.V.C. wires/cables. In no case shall the total cross section of wires/cables measured overall, be more than half the inside area of the conduits. Refer enclosed Annexure for minimum numbers of PVC wires in various sizes of conduits.

MINIMUM CONDUIT DIA (O.D.) FOR ELECTRICAL WIRING - 19 MM  
 MINIMUM CONDUIT DIA (O.D.) FOR TELEPHONE WIRING - 19 MM

### 2.2 Ceiling/Wall outlet boxes for lights/fans

2.2.1 Outlet boxes shall be of steel with aluminium cover (18 SWG thick) for the light points & Hylem sheet for the fan points and so installed as to maintain continuity throughout. These shall be protected at the time of laying by filling with jute/earth/cotton etc. So that no cement mortar finds its way inside during concreting or plastering etc. Typical sketches for such outlet boxes are shown in Annexure.

2.2.2 For fixing lighting fixtures/brackets, outlet boxes, complete with checknut for holding conduits shall be used. For lighting fixture suitable for 20 watts fluorescent tubes/incandescent lamps/mercury vapor lamps, only one outlet box is required. For fixing lighting fixture suitable for 40-Watts fluorescent lamps, two numbers outlet boxes should be provided at a distance of 300mm away from the Centre in the longitudinal direction of the fixture, so that the use of gutties/rawl plugs etc. may be avoided, as well as wiring from outlet box to the light fitting is completely concealed. If the light fitting is to be installed in RCC beam, and due to heavy reinforcement at the bottom of beam it is not possible to provide outlet boxes, simple conduit should be provided. These details have been shown in sketches at Annexure and should always be followed.

2.2.3 For fixing ceiling fans, circular outlet boxes, made of 16 G sheet steel, 100mm diameter, complete with 12 mm dia Mild Steel rod 500 mm long, with loop in the box & hylam sheet cover 125 mm dia at bottom shall be used. See sketch no. SK -

17 at Annexure for the details of this special outlet box and fan fixing detail.

### 2.3. Draw Out Junction Boxes

Steel draw out boxes of ample dimensions shall be provided at convenient points on wall/ceilings to facilitate

pulling of long runs of cables/wires. These shall be completely concealed with hylam sheet covers, flush with plasterwork. This draw out boxes should be five sided. The location of these boxes is to be decided prior to fixing, as per site requirement and following should be treated as general guidelines for deciding the location of these.

- a) These should be provided at a place where these are not in direct view. Recommended place is 400/450 mm below ceiling, if conduits are running vertically.
- b) Junction box in the offset of bottom of R.C.C. beam and vertical wall should not be provided.
- c) If junction boxes are coming side by side for two or more conduits, one common M.S. box of proper size can be used to act as junction box.
- d) If junction box is to be provided in ceiling, its position should be so located that it is in line with other light/fan points.
- e) Junction boxes should never be used for splitting one conduit into two or more. Junction box for such functions is avoidable and for this, number of conduits to be connected to one switchboard should be calculated correctly as per drawing before laying conduits in ceiling.
- f) Location junction boxes on outer surface of exterior walls of building should be avoided as these are in direct view and are also exposed to weather.
- g) Junction boxes should never be closed permanently by plaster. Removable covering of Aluminium should be provided for conduit boxes removable hylam (white color) plate should be provided. This cover may be painted with wall color.
- h) Junction boxes in important areas should be avoided and can be located in toilets/corridors/service shafts & stores etc.

#### 2.4 Switch Boxes

Steel boxes of required sizes, shall be provided to house speed regulators of fans, switches for lights, fans, plug sockets etc. as per requirement of drawings. These should be so designed that accessories on hylam sheet could be mounted with tapped holes and brass machine screws, leaving ample space at the back and on the sides for accommodating wires and checknuts at conduit entries. These shall be attached to conduits by means of checknuts on all walls of the boxes through which the conduits are entering. These shall be completely concealed leaving edges flush with finished wall surfaces. Hylam cover should be fixed to these switch boxes by means of brass chrome plated machine screws. Utmost care shall be taken by contractor to ensure that all switch boxes are in line and level.

Inside each switchbox, one bolt shall be welded to receive earthing wire. Typical sketches for these switchboxes are shown in Annexure.

UNLESS OTHERWISE SPECIFIED IN EXECUTION DRAWINGS, THE HEIGHT OF SWITCH BOXES, OUTLET BOXES FOR LIGHTS IN WALLS, POWER PLUGS ETC. FROM FINISH FLOOR LEVEL SHALL BE 1.20 MTR.

#### 2.5 Cleaning and Protection of Conduit System

The entire conduit system including outlet boxes, junction boxes and switchboxes shall be thoroughly cleaned after completion of erection and tested for non-blockage by air/sound or steel wire prior to finishing of building and before drawing in of cables/wires.

To safe guard conduit system against filling up with the plaster/cement slurry/water etc. all the outlet and switch boxes will have to be provided with temporary jute/cotton filling, covers and plugs etc. within tendered cost which shall be replaced later on by hylam/sheet cover after wiring as required.

### 3.0 WIRING (POWER):

#### 3.1 Specification of Wires

All wires shall have been manufactured in accordance with the latest I.S. Specification (I.S. 694-1964 Part II). All wires shall be PVC insulated, Copper conductor, of 650-volt grade. Cross section of the conductor shall be as per the specification mentioned in schedule of quantities.

#### MINIMUM CROSS SECTION OF CONDUCTOR FOR ELECTRICAL WIRING- 1.5SQ.MM.

For single-phase wiring, colour of live conductor's insulation shall be Red/Yellow/Blue (only one of these colours for one building) and Black for neutral. Earthing is to be done by green PVC insulated copper conductor. For three phase wiring, colour of live conductor's insulation shall be Red/Yellow/Blue, as per relevant phase and black for neutral. However, if due to unavoidable circumstances, these colour codes cannot be used by contractor, prior approval of the Site Engineer shall be taken and correct colour PVC tape should be put in distribution board/outlet boxes/switch boxes etc. Wherever these wires are to be inspected. Earth wire shall always be of copper conductor PVC insulated & colour of insulation shall be Green.

Whenever wires are being terminated in Distribution Board/Switch Box/Plug Points/Outlet Box etc., a minimum of 200 mm long extra wire should be provided in the form of a loop for future maintenance use.

#### 3.2 Point wiring

##### 3.2.1 For lights, fans, call bells & 5 A plug points

a. Fixing of conduit, conduit accessories, draw out boxes, outlet boxes and switch boxes etc. in concealed/surface system.

b. Looping system shall be adapted from terminal to terminal throughout including supply and drawing of required numbers and sizes of wires (1.5 sq. mm) without stripping off the insulation in-between. All flush type switches and accessories will be used on 3 mm thick hylam sheet in M.S. switch box, except in plant area, where industrial switch and plug socket to be used.

c. The point will commence from the distribution board and would end upto outlet box through switchbox. It includes circuit from DB to switch box or from one switch box to other switch box. Each circuit would have its own independent neutral wire.

d. Each circuit would have its own 2.5 sq. mm. green PVC insulated copper earth wire from distribution board to switch box and from one switch box to another. Fan regulator in switch box should be earthed. Earthing of light fittings/call bells/fans not required. 5 Amp. Convenience plug points third pin to be earthed with 2.5 sq. mm. green PVC insulated copper wire.

e. For the purpose of determining the load per circuit, the following electric rating of points shall be assumed:

Light points	Box or independent)
Call bell point	Fan points
Convenience plug point	5A
(Plug point in light switch	Exhaust fan points

40Watts  
10 Watts  
60/100 Watts

60 Watts  
90/300 Watts or as specified.

Lights, fans & 5A points may be wired a common circuit. Each circuit shall not have more than a total of eight points of light, fan and 5 A socket outlets or a load of 1000 Watts whichever is less.

f. All flush type switches and accessories will be used on 3 mm thick hylem sheet in M.S. switch box, except in plant area, where industrial switch and plug socket to be used

g. Point wiring and circuit wiring in it conduit is not allowed and these should be drawn in independent conduits.

h. The ceiling fan point shall be complete with special outlet box as specified in 2.3.3. Including fixing and connection of regulator. Supply and fixing of 5A switch for each ceiling fan is included in scope of the contractor even if electronic regulator is being used.

i. For exhaust fans, ceiling rose near exhaust fan to be provided.

j. In any switch box, not more than four (4) resistance/choke type regulators for ceiling fans should be provided unless approved in writing by the Site Engineer.

k. Joining of wires by taping inside the switch box to be avoided by utilizing neutral pin of 5/15/20 A socket or of suitable capacity connector.

#### 3.2.2 For 15 A Power Plug Points

a) Fixing of conduit, conduit accessories, draw out boxes, switch boxes etc. in concealed/surface system.

b) In one circuit, there shall not be more than 2 nos. 15 A power plug points and circuit shall be 2x2.5 sq. mm. copper conductor wires.

c) One no. flush type plug socket outlet and switch shall be fixed for each power point on 3 mm thick hylem sheet cover. Plug socket can be standard type or of universal type (one common 15 A switch for 15/5A sockets) as advised by Site Engineer/shown in drawing.

d) The point would commence from the distribution board and will end upto the switch box. Looping of circuit would be done to second 15 A power point from first 15 A power point.

e) Each circuit would have its own 2.5 sq. mm. green PVC insulated copper wire from distribution board to switch box and would be connected to third pin of socket outlet.

f) Electric load for each 15A power point would be considered as 1000 Watts.

#### 3.2.3 For 20A Power Plug Point

a) Fixing of conduit, conduit accessories, draw out boxes and switch box etc. in concealed/surface system.

b) In one circuit, there shall be only one power point and circuit shall be 2x2.5 sq. mm. Cu. conductor wire, complete with 2.5 sq. mm. green PVC insulated Cu. wire.

c) One no. M.C.B. 20 A, single phase shall be fixed for each power point on 3 mm thick hylem sheet cover, in such a way that only knob is outside M.S. Switch box should also have one no. 20A three pin metallic type socket outlet complete with metallic plug top.

d) The point would commence from the distribution board and will end upto the switch box.

e) Electric load for each 20A power point would be considered as 1500 watts.

#### 3.3 Group Wiring (for industrial lighting)

a) Specification for this would be applicable if either 3 or more lights or more than 500 W of lighting load is controlled by one M.C.B.

b) Lights would be controlled by M.C.B. of rating and wire size, as specified in schedule of quantities. However, it shall not be less than 5A and 1.5 sq. mm. respectively. Light points control by the M.C.B would be in parallel.

c) M.C.B. for these lights would be installed in a suitable M.S. box with hylem sheet cover. Total electric load to be controlled from this "Group Lighting Board" would not exceed 3000 W or 6 groups of lights. Circuit with earthing (green PVC insulated copper wire) for this group Lighting Board would always be from distribution board of size as specified in schedule of quantities.

d) 'Group Lights' point would commence from distribution board including circuits, surface/concealed conduit system, necessary wiring, MS switch box, M.C.B., hylem sheet cover and outlet box upto last light of the group.

#### 3.4 Sub Mains Wiring

##### 3.4.1 With PVC insulated wires/cables

Specification for this item covers, PVC insulated wires/cables from main distribution board to distribution board in surface/concealed conduit system. This shall be carried out as follows:

a) Fixing of conduit, conduit accessories, draw out boxes, etc. in concealed/surface system.

Drawing of wires of sizes as specified in schedule of quantities. For each sub main independent



conduit to be used.

b) Each sub-main shall have a parallel independent running earthing of 10 sq. mm. green PVC insulated copper wire. For single phase (2 wires) sub main one earthing wire and for 3-phase (4 wires) sub main, 2 earthing wire shall be drawn.

#### 3.4.2 With PVC insulated, PVC sheathed armored cables

Same as 3.4.1 above except that PVC insulated, PVC outer & inner sheath, armored, Al. conductor cables shall be used instead of PVC insulated wire/cable. These cables shall be supplied & laid as specified in 3.0, PART I of technical specification.

### 5.0 EARTHING & LIGHTENING PROTECTION SYSTEM

#### 5.1 Earth Pit

a) Plate or pipe type earth electrode with earth pit shall be provided for this work unless otherwise advised by site Engineer due to typical site conditions. Earthing electrode and pit shall be as per IS: 3043 - 1966 (Code of practices for Earthing). For ready reference, sketches for pipes and plate type earth electrode earthing pit have been shown in Annexure. All earth electrodes shall preferably be driven to a sufficient depth to reach permanent moist soil.

b) Earth pit centre shall be at a minimum distance of 2 m from nearest building, unless otherwise advised. The minimum 8 mts distance shall be maintained between centres of 2 plate earth pits and 5 mts between centres of two pipe earth pits.

#### 5.2 Earth bus, Earthing Lead & Earth Wire/Strip

a) All single-phase distribution board shall be provided with one earth point from earthing system whereas for 3-phase distribution board/LT panels etc. would have 2 earth point from 2 independent earthing systems.

b) Bare round/flat sections of bare copper of sizes as specified in schedule of quantities shall be used for taking out earthing from earth electrodes, for making earthing bus or for connecting to LT panels/distribution board etc.

c) Copper wire/flat from earth electrode to LT panel/distribution board shall be laid in underground when outside building and concealed/surfaced on walls in suitable size GI "A" Class pipe, crimping suitable socket/lug on the ends.

1. EARTHING SYSTEM USED FOR LIGHTNING PROTECTION MUST BE INDEPENDENT OF THE EQUIPMENT/DISTRIBUTION EARTHING SYSTEM.

2. EARTHING SYSTEM FOR TELEPHONE SYSTEM SHALL NOT BE MIXED WITH EQUIPMENT/DISTRIBUTION OR LIGHTNING EARTHING.

### 6.0 SWITCH BOARDS AND DISTRIBUTION BOARDS

Same as clause no. 2, Part I of Technical specification.

**Dairy Manager,  
Wayanad dairy**

**Contractor**

**SECTION - VI**  
**(Form of Bank Guarantee for Bid Security/Earnest Money Deposit)**  
**(ON A NON-JUDICIAL STAMP PAPER OF RS.200/-)**

**Date:**

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2000. (Two thousand) by \_\_\_\_\_ (Name and address of the bank) (hereinafter referred to as 'The Bank') which expression shall unless the counterpart otherwise admit include its legal representatives, successors and assignees and the Malabar Regional Cooperative Milk Prudcers Union Ltd , Thiruvananthapuram, India (hereinafter referred to as the 'Federation') which expression shall unless repugnant to the context or meaning thereof include its legal representatives, successors and assignees.

Whereas the Federation has invited Bids for the supply, erection and commissioning of \_\_\_\_\_, by the Tender Notice No. \_\_\_\_\_ AND WHEREAS M/s \_\_\_\_\_ (Name and address of the bidders) who having submitted their tender (hereinafter referred to as the 'Tender') and have agreed to deposit to the Federation an amount indicated in Schedule of Requirements as per the terms and conditions of the Bidding Document AND WHEREAS the Federation is also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of Bid security/earnest money required to be deposited by the Bidder to the Federation which guarantee will be kept valid for 150 days after the date of opening of bids.

In consideration of the Federation having agreed to consider the Bid proposals submitted by the Bidder without depositing the amount of Bid security/earnest money and against this Bank guarantee, We \_\_\_\_\_ (name and address of the Bank) hereby undertake and guarantee to make payment to the Federation the amount of Bid security/earnest money deposit or any part thereof not deposited by the Bidder to the Federation at any time (time being the essence of the contract) when the Federation asks for the same as per the terms and conditions of the Bidding Document within 150 days from the date of opening of bids.

The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Federation in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) provided always that any indulgence or relation on the part of the Federation to the said Bidder, with or without the consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defiance by the Bank against the Federation.

In case the Federation puts forth a demand in writing on the Bank for the payment of amount full or in part against this bank guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the Bidder has failed in complying with the terms and conditions stipulated by the Federation in its Bidding Document and payment will be made to the Federation without raising any disputes regarding the reasons for such failure on the part of the Bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the Bidder and the Federation with or without the consent of the bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the Federation to the Bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Federation may have or hereafter possess against the bidder and the Federation shall be under no obligations to marshal in favour of the Bank any such securities or fund or asset that the Federation at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Federations on Federation's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatching thereof to the Bank by Registered Post at the address of the said Bank. Any notice sent to the Bank at its address by registered post duly acknowledged by the bank shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact has been delivered to the concerned person in the bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to Rs.\_\_\_\_(Rupees \_\_\_\_\_ only) being the amount of the Bid Security/Earnest Money Deposit and it shall remain in force until \_\_\_\_\_.

Place:

SEAL

CODE NO.

(SIGNATURE)

Note: 1. BIDDERS SHOULD ENSURE THAT THE SEAL AND CODE NO. OF SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

3.STAMP PAPER IS NOT REQUIRED IN CASE OF FOREIGN BIDDERS.

**SECTION XI  
POINTS BIDDERS SHOULD BEAR IN MIND**

- I. BIDS ARE INVITED IN ACCORDANCE WITH LOCAL COMPETITIVE BIDDING PROCEDURES
- II. BID CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS ARE REJECTED
- III. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED
- IV. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- V. BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT
- VI. CORRECTIONS IN THE BID SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS
- VII. NEGLIGENCE OF THE BIDDER IN PREPARING BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED
- VIII. SPECIFICATIONS, CONDITIONS, SCHEDULES AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID
- IX. ALL THE BIDS, ALONG WITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE, SHOULD BE IN ENGLISH ONLY
- X. ALL EQUIPMENT, SYSTEM AND COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATIONS IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS
- XI. ALL THE BIDDERS SHOULD SUBMIT QUALIFICATIONS APPLICATION IN THE GIVEN FORMATS WITH REQUIRED DOCUMENTATION
- XII. BIDS SHOULD BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF 90 DAYS FROM THE DAY BIDS ARE OPENED
- XIII. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA
- XIV. ALL BIDDERS ARE URGED TO SUBMIT PROMPTLY WRITTEN REQUESTS ON MATTERS WHERE CLARIFICATIONS OR ADDITIONAL INFORMATION ARE DESIRED, NOT LATER THAN TEN DAYS BEFORE BID ARE DUE FOR OPENING. NO EXTENSION IN DUE DATE OF SUBMISSION OF BIDS WILL BE ALLOWED ON THIS GROUND
- XV. ALL THE BIDDERS SHOULD QUOTE FOR THE ITEMS AS PER THE SPECIFICATIONS AND DETAILS GIVEN IN THIS BIDDING DOCUMENT ONLY. IN CASE, ALTERNATIVE DESIGNS, ET. ARE TO BE OFFERED BY THE BIDDERS, THEY MAY DO SO BUT THIS SHOULD BE STATED SEPARATELY IN THE OFFER. KERALA COOPERATIVE MILK MARKETING FEDERATION LTD., RESERVES ITS RIGHT TO ACCEPT OR REJECT

SUCH ALTERNATIVE OFFERS, WITHOUT ASSIGNING ANY REASONS THEREOF TO THE BIDDERS

XVI. THE ERECTION WORKS TO BE CARRIED OUT IN A PHASED MANNER SO THAT THE ROUTINE WORKS OF THE PLANT IS NOT AFFECTED. THE BIDDER IS ADVISED TO VISIT THE SITE AND OBTAIN ALL INFORMATION THAT MAY BE NECESSARY FOR PREPARING THE BID AND GET SATISFIED TO ALL THE CONDITIONS AND CIRCUMSTANCES AFFECTING THE CONTRACT PRICE.

XVII. THE AMOUNT INCURRED BY FEDERATION IF ANY, ( IN THIS CASE APPROX RS.70000/-), TOWARDS CONDUCT LAYING/FOR WIRING WORK IN THE SLABS/WALLS OF NEW BUILDINGS BEFORE THE ARRIVAL OF THE CONTRACTOR WILL BE RECOVERED FROM THE RUNNING BILLS OF THE CONTRACTOR

XVIII. IF AN ITEM IS EXECUTED FOR WHICH NO RATE IS AVAILABLE FOR SIMILAR ITEM IN THE PRICE SCHEDULE. THEN THE RATE AVAILABLE WILL BE CONSIDERED FOR SUCH ITEM.

XIX. MANAGING DIRECTOR, KERALA COOPERATIVE MILK MARKETING FEDERATION LTD., RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.