

Tender Ref. No:

TENDER DOCUMENT

For the

Architectural and structural designing of Gamma Radiation Processing Plant with integrated pack house for fruits and Vegetables as per APEDA guidelines, and other utility facilities

&

Supply, Installation and Commissioning of Plant & Machinery for Setting up 3000KCi Gamma Radiation Processing Plant for Integrated Export Facility with Irradiation and Pack house unit at Industrial Area, Patna District, Bihar

At

Tender being invited by:

Infrastructure Development Authority,

1st floor Udyog Bhawan, East Gandhi Maidan, Patna.

**Email-md@idabihar.com , Web-www.idabihar.com, phone: 0612-2675933,
2675935 Fax: 2675934**

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1. Notice Inviting Tender

INFRASTRUCTURE DEVELOPMENT AUTHORITY (A Government of Bihar Undertaking).” invites sealed tender in Single-Stage i.e One-Envelope bidding procedure; Bidders submit Bids in one envelope containing both the Technical and Financial **Bid from eligible and qualified bidder for Architectural and designing of pack house, irradiation unit and other facilities & Designing, Supplying, Erecting, and Commissioning of Plant and Machinery for Setting up 3000KCi Gamma Irradiation Plant for Integrated Export Facility with Irradiation and Pack house unit at district Patna, Bihar.**

The details are summarized below:-

- a) Tender number: 51/TEN/IDA/19
- b) Bidder: **Infrastructure Development Authority, 1st Floor Udyog Bhawan, East Gandhi Maidan, Patna.**
- c) **Scope of Work:**
 - a. Architectural and Structural designing of Integrated pack house for fruits and vegetables as per APEDA Guidelines and Gamma Radiation plant for 3000KCi Design capacity as per the Design code of Atomic Energy Regulatory Board, (AERB) Department of Atomic Energy, Govt of India. and other Utility Facilities (2 nos -Muti-Chamber of 2000 Mt capacity each and 2 nos- Dry Warehouse with 2000Mt capacity each)
 - b. Design, Supplying, Installation, Commissioning and approvals from AERB in different stages of Plant and Machinery for Setting up 3000KCi Gamma Irradiation Plant (Item List As per Annexure A)
- d) **Specification/ details of machine/services:** The detailed specifications of machine are specified in tender and placed at : Annexure A
- e) **Location of supplies:** The machine(s) is proposed to be supplied at Patna, Bihar.
- f) **Tender Documents:** The Tender documents can be seen on our website www.idabihar.com. The Tender document can be downloaded from www.eproc.bihar.gov.in
- g) **The bidder should submit Earnest money of Rs. 02 (Two) Lakh** in form of Bank Guarantee issued by scheduled / nationalized bank with the Technical bid. Firms or company Registered with National Small Industry Corporation (NSIC) are exempted from EMD, Upon submission of valid NSIC Certificate.
- h) **Date of Pre-Bid meeting and last date for submission of queries:** 21 September 2019 at 15.00 hr at INFRASTRUCTURE DEVELOPMENT AUTHORITY (A Government of Bihar Undertaking), First

Floor, Udyog Bhawan, East Gandhi Maidan, Patna. Phone No: 0612-2675933, 2675935. Email: md@idabihar.com, Website: www.idabihar.com.

- i) **Last date of submission of tender: Tender document must be uploaded online on www.eproc.bihar.gov.in on or before 1st October 2019 up to 15:00 hours. Incomplete / Late bids will be rejected Address.**

- j) **Date of opening of Technical Bid: 04 October 2019 Time: 13.30 hrs on www.eproc.bihar.gov.in**
- k) **Date of opening of Financial Bid: To be notified later.**

Note: In case of any further details required, the same can be collected from the office of **Executive Engineer (PDA), INFRASTRUCTURE DEVELOPMENT AUTHORITY (A Government of Bihar Undertaking), First Floor, Udyog Bhawan, East Gandhi Maidan, Patna.** Phone No: 0612-2675933, 2675935. Email: eeepda@idabihar.com Website: www.idabihar.com

Executive Engineer (PDA),
Infrastructure Development Authority,
First Floor, Udyog Bhawan,
East Gandhi Maidan, Patna.
Phone No: 0612-2675933, 2675935.
Email: eeepda@idabihar.com
Website: www.idabihar.com

2. Instructions to the Tenderers

The Tender shall be submitted in accordance with these instructions, as under.

1. Abbreviations:

Throughout this tender document”, the word/ term:

- a) “Tender” means **Infrastructure Development Authority**
- b) “Machine” means the machines/ equipment/software/accessories as detailed at Annexure-A.
- c) “Bid” means the document and financial details submitted by bidder.
- d) “Bidder” means the eligible and qualified Designer, Equipment Manufacturers.
- e) “Tenderer” means the eligible and qualified Equipment Manufacturers / Authorized Distributors/Authorized Dealers.

3. Eligible Bidder:

1. The eligibility criteria for the tender participation is as follows:

- a) The bidder shall be registered under the Company Act 1956
- b) Achieved a minimum annual financial turnover of Rs 3.00 Cr in last 3 years.
- c) Should have profound experience in design, manufacture, installation and commissioning on Gamma Radiation Processing plant for Food Processing Projects
- d) Satisfactorily completed at least three Gamma Irradiation project preferably as per Atomic Energy Regulatory Board Safety Standard, Mumbai, India Commissioning certificates needs to be submitted.
- e) The intending Bidder, shall **submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in designing, manufacturing & supplying the similar machines, as asked in this tender, for the last five (5) years.**

For all category of Machinery / Equipment as mentioned in **Annexure-A** there has to be a single set of Bid, which means, intending Bidder is required to supply machine/equipment/accessories and provide services for all the machine/equipment as specified in Annexure-A; partial supplier of enlisted machines will disqualify from bidding process.

4. Project Location:

a) The details of location where the machine(s) supplied through this tender are as under:

	Project Location	Address for bidder
1	District-Patna, Bihar	Patna, Bihar

- b) The bidder is free to inspect the location before submitting the bid under this tender.
- c) It may be noted that Infrastructure Development Authority have full rights to cancel tender even after calling the offers from bidders but before the issue of supply order or signing of agreement to execute the supply by the bidder. The reason for cancellation of tender would not be disclosed.

5. Scope of Work:

a) **Scope of Work for design:**

a. Designing of Facility

- i. Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the client and IDA and obtaining requirements of projects and attending meetings at site of work or IDA Office, Client's Office as and when required by IDA.
- ii. To conduct detailed survey and soil investigation for the site of the project & submission of a copy to the client.
- iii. Preparation and submission of project report based on requirements of project and interaction with IDA/Client and submissions of "cost estimates" indicating specifications to be adopted for various structures/services for getting necessary approval from the client.
- iv. Preparation and submission of detailed "master plan" of entire complex for obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models, photographs and other documents required in connection with approval from client and statutory bodies wherever required. Approvals require from State Government should Initiated and facilitated by IDA, Such as construction Approval from Town planning department or Panchayet, NOC from State Pollution control Board, NOC from Fire department etc, Consultant will provide all necessary documents required by IDA.
- v. Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every structure including internal services complete for getting necessary approvals from client and statutory bodies like Atomic Energy Regulatory Board, BRIT wherever required.
- vi. Preparation and submission of detailed Architectural drawings, Structural designs and Detail Bill of materials with detail specifications along with Quality assurance plan to be maintained during construction for structure

- suitable for construction and releasing to site for getting necessary approval from Client wherever required.
- vii. Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for proposed buildings components. Structures suitable for construction and release at site including getting necessary approvals from client.
 - viii. Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required by IDA/client) based on approved Architectural drawings.
 - ix. Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire fighting, electrification, fire detection, HVAC, lifts, telephones, EPABX, public address system, communication, networking, acoustics and other specialized services as per the requirements of the project suitable for construction and release to site for getting necessary approval from Client.
 - x. Preparation of designs drawings and documents pertaining to external utility services like Internal sewerage, storm water drainage, fire hydrants schemes, treatment plants for water and sewerage, Internal roads, streets lighting, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site for getting necessary approvals from Client.
 - xi. Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses 5.a (point i to x) along with 6 sets of drawings for the purposes of inviting tender. Consultant will provide market rate justification in case of non-schedule items based on the patatre of CPWD market rate analysis/ as per IDA requirements.
 - xii. Carrying out all modifications/ deletions/ addition in design/ drawings/ documents as required by client and IDA or **suggestions of AERB for proper** execution of works at site till completion and handing over of the project to the client.

Consultant has to depute an experienced civil engineer for constant supervision having experience of construction of Radiation cell stage wise during entire construction period. Periodic supervision of structural engineer and designer on request of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.

- xiii. Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client.

- b) The consultant shall get the structural design checked & vetted from reputed technical institute/College viz any NIT, IIT, govt. Engineering college of state/Central universities before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the consultant and is deemed to be included in the fees However; the checking of design and drawings of the consultant by technical institute as above shall not absolve the responsibility of the consultant.
- c) The specifications of the machine as mentioned in the **Annexure- A**, are the requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms for the particular location.
- d) The material/services shall be supplied in compliance to the specifications mentioned in the tender document. (**Annexure – A**)
- e) After the supply of machine at the site (i.e no extra charges shall be paid for transportation and other Charges) as mentioned in the **Annexure-A**, the bidder has to execute its Installation, Commissioning, Trial Run, 15 days Operation Support Cum Training and maintenance support for one year at the designated site in the location and approvals from AERB . No extra cost shall be paid for this reason.
- f) After the installation & commissioning of machine, the **training to the local operators shall be given for fifteen (15)** working days wherein the training about the **machine's operations, maintenance, information about Do's & Don'ts** as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least three persons designated by purchaser, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- g) The bidder shall offer on-site comprehensive warranty of machine for at least two years from the date of successful commissioning of machine at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty period.

6. Timeline for Delivery:

- a) The successful bidder should submit the Design and Drawing within 60 days of the award of the bid.
- b) The purchaser should complete the delivery of machine by the bidder within 12 months of issue Design approval from AERB. However, the bidders should have an option to submit the best delivery time in discussion with IDA.
- c) The delivery of plant and machines should be as per the civil work progress at site. The bidder shall plan the delivery as per the site condition.
- d) The material shall be inspected at the workshop of bidder before despatch and bidder shall be responsible for any damage during the transit of machine/ equipment.
- e) The bidder shall provide complete price break up of plant and machinery arrange part shipments to site phase wise. The insurance cover including insuring the goods against

the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser. Purchaser will provide space and allow to built office and store at site to storage of plant and machinery. The purchaser will as soon as possible but not later than 7days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

7. Warranty:

- a) The bidder shall offer on-site **comprehensive warranty of machine for two years from the date of successful commissioning** of machine & shall cover each and every part of the machine including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) Any part or parts fail or proved defective within the on-site warranty period specified above, owing to defect in design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for any charges.
- c) During the warranty period, expert(s) shall be deputed at site by the bidder within five working days from the date of request from purchaser, to rectify and fixing the defects of machines at the project site. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.

8. After Sales Services:

- a) The bidder shall ensure to render after sales services during the warranty period.
- b) The bidder will depute their engineer/mechanics within five working days to attend the service call received in writing from purchaser.

9. Manuals for running of the plant and machinery:

- a) The bidder to **supply three (3) sets of the following manuals** in hard format and one (1) soft format along with machine:
 - i. Operation and Maintenance Manual ,
 - ii. Radiation Protection Manual.
 - iii. Final Safety Analysis report.

10. Tender documents:

- a) The tender document can be seen on www.idabihar.com and can be seen & downloaded from www.eproc.bihar.gov.in from 17.09.2019 To 30.09.2019 upto 15:00 hrs. on (www.eproc.bihar.gov.in).
- b) At any time prior to the deadline for submission of bids, the IDA may amend the Bidding Documents by issuing addendum. The prospective bidders are advised to remain in touch with the Website for any update in respect of this tender.

11. Authorization for Submission of Tender:

- a) The original and all copies of the bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the technical bid of the tender.
- b) The person signing the tender form or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

12. Submission of Tender:

- a) The bidder to examine all instructions, forms, terms and specifications in the tender documents and to furnish with its bid all documents or information as required by bidding document.
- b) The language for all the correspondence and documents related to the tender shall be in English/Hindi only. Moreover, the printed literature/technical details for the machine shall also be in English/ Hindi.
- c) The tender must be submitted one on www.eproc.bihar.gov.in
- d) For all category of service, Machinery / Equipment as mentioned in Annexure-A there has to be single set of Bid.
- e) All the documents of the tender shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender.

13. Financial Bid Submission:

- a) Bidder shall take into account all costs including transportation, unloading at the location of purchaser; and other services as per requirement etc. for giving delivery of material at site as detailed at Para 3,4 and 5 of Instructions to Tenderers before quoting the rates. In this regard no claim whatsoever shall be entertained.
- b) The price quoted in financial bid shall be firm and shall include all applicable taxes and charges. Any variation in the taxes, duties, levies and other charges etc. till the commissioning of machines to the location(s) shall be to the bidder's account.
- c) No extra payment shall be paid on account of any discrepancy in nomenclature of items. The Bidder shall seek clarifications if any before submitting the tender.
- d) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location(s).

14. Last date of submission of Tender:

- a) The last date for uploading the tender document is 01.10.2019 upto 15:00 hrs. on website (www.eproc.bihar.gov.in)
- b) The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective bidders are advised to remain in touch with website for any update in respect of their tender.
- c) The purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

15. Opening of Technical Bid:

- a) The technical bid of tenders will be opened on www.eproc.bihar.gov.in on **4th October, 2019 at 15:30 hours.**

16. Eligibility Criteria for Technical Proposal Evaluation

Technical proposal of all such bidders who have not submitted requisite documents as per the check-list given in para-19 as evaluation of technical bid will be treated as non-responsive and shall be liable to be rejected.

17. Evaluation of Bids:

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to supply order, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically Bid document shall be promptly returned to the Bidders.
- e) The purchaser have right to verify the particulars furnished by the bidder independently.

18. Technical Evaluation of Bid

All bidders fulfilling technical requirements of the client mentioned in following would be technically qualified and would only move into the next stage of financial evaluation.

- a) The bidder shall be registered under the Company Act 1956
- b) Achieved a minimum annual financial turnover of Rs 3.00 Cr in last 3 years.
- c) Should have profound experience in designed, manufacture , installation and commissioning on Gamma Radiation Processing plant plant for Food Processing Projects
- d) Satisfactorily completed at least three Gamma Irradiation project preferably Food products—as per Atomic Energy Regulatory Board Safety Standard, Mumbai, India t-least 3 commissioning certificate should attaché.
- e) The intending Bidder, shall **submit a self-declaration on their letter-head, along with the Technical Bid, confirming that they are regular in designing, manufacturing & supplying the similar machines, as asked in this tender, for the last five (5) years.**

For all category of Machinery / Equipment as mentioned in **Annexure-A** there has to be a single set of Bid, which means, intending Bidder is required to bid for all the machine/equipment/accessories and provide services for all the machine/equipment as specified in Annexure-A; partial supplier of enlisted machines or services will disqualify from bidding process.

19. Evaluation of Commercial Bid:

The envelope containing the commercial bid shall not be opened till the technical evaluation is complete. Commercial bid of only those bidders will be opened who have fulfilled the criteria mentioned in above para for Evaluation of technical proposals. The date & time for opening of Technical & Commercial Bid shall be the same as mentioned as bid opening date.

However, the Commercial Bid shall be opened only for those who qualify in the Technical Bid. The bid will be declared successful in terms of L1 in commercial Bid. The L1 shall be considered on the total price of supplies i.e cost of total machine including necessary accessories as per requirement in Annexure-A.

20. Award of Contract:

The tender will be awarded to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. The tender for both Architectural and structural designing of Gamma Radiation Processing Plant with integrated pack house for fruits and Vegetables as per APEDA guidelines, and other utility facilities & Supply, Installation and Commissioning of Plant & Machinery for Setting up 3000KCi Gamma Radiation Processing Plant for Integrated Export Facility with Irradiation and Pack house unit at Industrial Area, Patna District, Bihar will be awarded after to the successful bidder.

The purchaser in letter/notification to successful bidder shall specify the sum that the Purchaser will pay to the bidder in consideration of the delivering services & supply of machines/equipments.

IDA may issue single or separate work order for both the work.

21. Performance Guarantee:

The selected bidder will require providing a **Performance Bank Guarantee** of any nationalized bank / scheduled commercial bank within 15 days from the notification of award, for an amount of 5% of the total tender value valid for the period of one year from the acceptance date of contract.

The supplier shall furnish guarantee and sign an agreement in respect of performance and against any manufacturing defect for a period of **minimum 12 months** from the **date of commissioning** and for defect free operation of machine supplied.

22. Performance Security:

The person/persons whose tender(s) may be accepted (hereinafter called the bidder) shall permit IDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5 % (five percent) of the gross amount of each running bill till full amount of security deposit (10%) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered from the running bills.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the IDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the IDA, Bihar any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

23. Signing of Contract:

The Contract agreement will be signed with successful bidder only after submission of the Performance Guarantee.

24. Packing:

- a) The bidder shall supply machine on site which means that bidder shall provide undamaged machine at the site. Therefore undamaged transit to the location is the responsibility of bidder. The purchaser shall not be responsible for any damage during transit for whatsoever reasons and compensation in any means.
- b) The machine & equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport.

25. Payment Milestone:

The project fee has been divided into 2 component: i) Fee for Design and ii) Fee for supply of equipments:

S.No	Milestone	Fee
1.	Design Component	
a)	Completion of survey, Contour Mapping, Soil Investigation report along with concept Plan and PPR (Preliminary Project Report)	5% of the total fee for design component.
b)	After approval of the PPR Plan	Up to 10% of total fee for design component.
c)	On submission of all architecture drawing, structural drawing etc. along with detail design calculation and vetting by NIT/IIT	up to 50% of total fee for design component.
d)	On submission of the detail estimate along with BOQ as per prevailing schedule of rate of building Construction Department/CPWD/DSR/Analyzed Rate (In case of non scheduled items)-	Up to 60 % of total fee for design component.
e)	During the execution of work (on pro-rata basis) commensurate with the value of the work executed	Up to 80 % of total fee for design component.
f)	After successful completion of the project and submission of completion drawing (as built drawing)-	up to 100% of total fee for design component.
2	Supply of equipment	
a)	Advance payment* on issue of work order and acceptance of same	10% of the total equipment value
b)	Approval of Preliminary Safety Analysis Report (PSAR) from AERB prior to start of manufacturing and construction.	15% of the total equipment value
c)	Delivery of equipment on a pro-rata basis as per the breakup cost provided. (Equipment will be delivered in lots to the site)	65% of the total equipment value
d)	Installation and commissioning of the plant after submission of Final Acceptance Test Reports to AERB) and approval from AERB	Up to 100% of the total equipment cost

*Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the bidder shall execute a Bank Guarantee Bond from a Scheduled Nationalized Bank as specified by the Engineer-In-Charge for the full amount of such advance is released.

26. Claims:

- a) If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, the purchaser shall have right to totally reject the machine/ equipment and/or to claim for compensation from bidder. The bidder shall reimburse to purchaser, the claim lodged in writing within **15(fifteen)** days of its demand. The bidder shall also compensate for losses, if any, sustained by purchaser due to defective packing and/or wrong marking of the machine/ equipment.
- b) The bidder shall be responsible for arranging the rejected machine/ equipment to be removed at his cost from purchaser premises.

27. Address for Communication:

All the communication with respect to the tender shall be addressed to:

**The Managing Director,
Infrastructure Development Authority,
1st floor Udyog Bhawan, East Gandhi Maidan, Patna.**

28. Force Majeure:

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 120 days of commencement of such force majeure by giving 14 days "notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

29. Confidentiality:

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred Bidder/ Successful Bidder shall not be disclosed to any person who is officially not concerned with the Bidding Process or is not a professional advisor advising the Client in relation to, or matters arising out of, or concerning the Bidding Process. The Client shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. The Client shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity.

30. Code of Ethics:

The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the bidders are found in Bid pooling or against law against fraud and corruption then their firms may be blacklisted.

31. Jurisdiction:

- a) In the event of any dispute the legal matter shall be subjected to the jurisdiction of Patna Court only. We confirm with our acceptance to the instructions (S.No-1 to 31 above) as given above.

**BIDDER'S NAME & SIGNATURE WITH
SEAL**

These duly signed "Instructions to the Tenders" as under shall be attached with technical bid of the tender as a mark of acceptance of bidder and any tender not confirming the instructions as under is liable to be rejected.

ANNEXURE-A

Details of requirements and technical Specifications of Machine

S.N	Total Quantity	Unit	Total Quantity
1.	Architectural and Structural designing of Integrated pack house for fruits and vegetables as per APEDA Guidelines and Gamma Radiation plant for 3000KCi Design capacity as per the Design code of Atomic Energy Regulatory Board, (AERB) Department of Atomic Energy, Govt of India. and other Utility Facilities (2 nos -Muti-Chamber of 2000 Mt capacity each and 2 nos- Dry Warehouse with 2000Mt capacity each), etc		
2	Supply of equipment		
a)	Supplying, installation, testing and commissioning of Product transport system having cell, labyrinth & loading /unloading conveyors with structural support members, scissor lift and platform as per specification.	1 Set (one set)	1 Set (one set)
b)	Supplying, installation, testing and commissioning of Tote boxes of size is as per the design, tote (70 Nos) made of aluminum alloy.	1 Set (one set)	1 Set (one set)
c)	Supplying, installation, testing and commissioning of source holding/ raising mechanism hydraulic cylinder, interlocked with personnel entry door through SS wire ropes as per specification.	1 Set (one set)	1 Set (one set)
d)	Supplying, installation, testing and commissioning of Ventilation system as per specification.	1 Set (one set)	1 Set (one set)
e)	Supplying, installation, testing and commissioning of Cask handling system with 7.5/ 10 ton hoist as per specification.	1 Set (one set)	1 Set (one set)
f)	Supplying, installation, testing and commissioning of assorted embedment's / SS EP for pool and ventilation duct , Water pool SS lining as per the design.	1 Set (one set)	1 Set (one set)
g)	Supplying, installation, testing and commissioning of De Mineralization / RO plant with fitments as per specification along with complete pool water circulation system and online filtration arrangement and online pool water conductivity measurement system with conductivity meter.	1 Set (one set)	1 Set (one set)
i)	Supplying, installation, testing and commissioning of field instrumentation & safety systems for the entire irradiation plant as per specification.	1 Set (one set)	1 Set (one set)

j)	Supplying, installation, testing and commissioning of Fire fighting system including all type of system as per the guide line of AERB Design Code as per specification.	1 Set (one set)	1 Set (one set)
k)	Supplying, installation, testing and commissioning of Control system (PLC based control & safety system with SCADA and HMI backup) as per specification. PLC system should be off Siemens/ Rockwell make.	1 Set (one set)	1 Set (one set)
l)	Supply of Source rack and frame of Design capacity 3000 Kci along with under water source loading tools and tackles, 2 nos under water light and all accessories require for source loading.		
	Auxilliary equipment for the plant		
m)	Supplying, installation, testing and commissioning of Laboratory equipment for dosimetry and micro biology as per specification. Detail specification of all equipment and accessories has to be given by the bidders.	1 Set (one set)	1 Set (one set)
n)	Supplying, installation, testing and commissioning of X-ray package scanner as per specification.	1 Set (one set)	1 Set (one set)
o)	Supplying, installation, testing and commissioning of 200 KVA DG Set along with 63 KVA on line ups as per specification.	1 Set (one set)	1 Set (one set)
p)	Supplying, installation, testing and commissioning of CCTV camera system as per specification.	1 Set (one set)	1 Set (one set)
q)	Supply of Radiation protection equipment for plant operators and also personal monitoring system	1 Set (one set)	1 Set (one set)

ANNEXURE B

SPECIFICATION SHEET FOR MULTIPURPOSE IRRADIATION PLANT

S. NO.	FEATURE	DESCRIPTION
1.	Category of Irradiator	Panoramic wet source storage. Category IV as per AERB/ RF-IRR/ SS-6, (Rev-1).
2.	Required Floor area for the plant and pack House along with 2 nos storage 25 ton cold and pre cooling unit.	70 X 40 sq mtr
3.	Products to be irradiated.	Fresh Fruits, Vegetables, Cereals, Pulses, Medical Disposables, Pet Foods, Spices, Medicinal Herbs.
4.	Maximum design source strength.	3000 KCi of BC 188 /ISO W-91 pencils.
5.	Mode of operation.	Continuous type of plant with Shuffle dwell operation.
6.	Radiation source Geometry.	Rectangular split stainless steel source plaque with larger outer source frame and a smaller inner source frame with max designed capacity of 3000 KCi.
7.	Source movement system.	Hydraulic cylinder, interlocked with Personnel entry door through SS wire ropes.
8.	Product Tote Dimension	To be suggested by the designer as per their design.
9.	Maximum design throughput	16 to 20 Tons/ hr. @ 0.6 gm/cc
10.	Major Subsystems.	<ul style="list-style-type: none"> • Close loop Product Handling System for cell, and labyrinth with in-cell shuffling feature. • Conveyors for completely automated loading and unloading products into the tote boxes with multiple loading/unloading station to handle the low dose Irradiation along with hydraulic power pack • Scissor lift for unloading products. • Source Raise system with Hydraulic power pack and mechanical interlock with personnel entry door. • Electrical hoist for source cask handling system. • DM plant and pool water conditioning and monitoring system. • Irradiation cell Ventilation System. • PLC based control and safety systems with SCADA and HMI interface. • Radiation monitors and other instrumentation. • In cell firefighting and lighting system. • Carbon and Stainless steel structural parts (Embedded parts) to be embedded into the civil structure.

11.	<p>Optional Supply Items (These can be procured / sourced locally by the purchaser based on our specifications and design). As given in annexure A.</p>	<ul style="list-style-type: none"> • Equipment for assisted loading of products into tote boxes such as air-balancers, robotic palletizers etc. • DG set, CCTV camera system & X-ray baggage scanner. • Typical Laboratory equipment and dosimeters. • Pallet Trucks for product handling in loading and unloading area. • Cold Storages for storage of temperature sensitive items.
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(Undertaking from Bidder on their official stationery)

To,
**The Managing Director,
Infrastructure Development Authority,
1st floor Udyog Bhawan, East Gandhi Maidan, Patna.**

Subject: Undertaking for the participation to the tender No. 51/TEN/IDA/19 due for opening of technical bid on 04.10 2019

Dear Sir,

We have examined and perused the following documents

1. Notice Inviting Tender
2. Instruction to the Tenderer
3. Technical Specifications of machine (Annexure- A)
4. Technical Specifications of machine (Annexure- B)
5. Annexure – D (Technical Bid)
6. Annexure- E (Commercial Bid)
7. Annexure- F (Bank Guarantee Format)
8. Annexure – G (BID VALIDITY UNDERTAKING)

I/Wedo hereby submit the above tender in prescribed formats duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions in the tender documents.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions and I/We have understood the existing system of supply at the location of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying the machine/equipment to any Government or Private sector enterprise(s) in terms of quality and financial agreed supply conditions. Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address furnished herein.

.....
.....

I/We fully understand the terms and conditions in the tender documents. I/We understood that the purchaser is not bound to accept any proposal that it may receive without assigning any reason.

Dated this.....day of.....2018

Authorized Signatory

Seal

ANNEXURE-D

FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID

1. **Tender Ref. No:**
2. **Name of Bidder:**
3. **Complete office address of Bidder:**.....
4. **Confirmation of acceptance of Technical Specifications for the supply of machine:**

Sl.	Technical Specifications	Accept to the specification as placed at Annexure-A and agreed to supply with required quantity (write yes/ no only)	If marked "NO" in the Specification as placed at column before, specify the Annexure-A and agreed to deviation in specification of supply with required Quantity the machine offered for the (write YES/ NO only) supply.
1	Machine Specification :		
2	Machine Technical Specification (Details to be provided) Any other necessary provisions required for satisfactory operation		
3	Complete set of tools, fixtures required for installations (Anti-vibration mountings/ foundation bolts etc.), tools for smooth operations & maintenance of machines such as hand tools, special tools including electrical circuit diagrams and electrical spares etc.		
4	Spare Details (List with quantity)		

5. Confirmation for supply to the location (s):

Sl.	Details	Location Patna Industrial Area, Patna, Bihar
1	Consent to supply: (write YES/NO only in the cells placed at location)	

6. PAN Number of bidder (self-attested copy to be enclosed).....

7. GST Registration number of bidder (self-attested copy to be enclosed).....

8. Delivery period after receipt of supply order from purchaser: (The purchaser interested for complete delivery of machine by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidder have an option to submit the best delivery time, but in any case the delivery should be after 90 days after the issue of supply order by purchaser.

Number of days (Calendar Days In figure).....
(Calendar Days in words) for delivery from the date of issue of supply order by purchaser.

9. Details of address with contact details from where the bidder planned to offer After Sales Services during the Warranty & maintenance period:

Details	Location
Details of address of bidder for rendering after Sales services	

10. Details of address with contact details for at least two purchaser to whom the bidder supplied similar services/equipments in the last five (5) years and machine shall be in operations to the satisfaction of buyer for the last three (2) years:

The format for submission of details for at least two purchaser are as under: (the bidder can furnish details of even more than two purchaser)

a. Address of Purchaser with contact details (email and phone no.):.....

b. Details of order for supply placed to bidder.....

c. Description and quantity of ordered equipment:.....

d. Value of order in rupees.....

e. Date of completion of delivery:.....

(The purchaser shall have liberty to contact any or all of purchaser to assess the performance of machine supplied by bidder)

11. Documents - Details to be enclosed with the Technical bid by bidder are as under:

- a. Copy of incorporation Certificate
- b. ITR of last 3 years

- c. **Self-Declaration on Official Letter head:** In case the bidder is Original Indian Equipment manufacturers, the bidder to submit a self-declaration on their letter-head, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender, for the last Three (3) years.
- d. **Successfully completion certificate for similar projects**
- e. **Undertaking as per annexure-B on Official Letter Head**
- f. **Tender Document Duly signed at all pages with official stamping:** as a mark of acceptance.
- g. **Technical Literature of machine(s)** with particular reference to the model of machine proposed to supply against this tender along with reference of website to assess the further features.
- h. **Authorization letter** in favor of personnel to sign the tender behalf of bidder.
- i. **Self-attested/ certified copy of all documents attached.**
- j. **Technical details of machine/equipment/material:** The Bidders shall furnish complete Technical details of machine/equipment/material for the machine offered to supply through the participation of this tender (use separate sheet to elaborate the details of technical specifications) .
- k. To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 120 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the machine(s) supplied through this tender.
- c. Agree to offer services for maintenance contract for the next three years for the machine(s) supplied through this tender.
- d. Agree to impart onsite training to the designated personnel of purchase for one week.
- e. No price of any Machine/ Equipment/ Spares/ Accessories shall be given in Technical Bid.
- f. All above machines should be provided with safety features/ curtains/ enclosures/ etc. wherever applicable.
- g. Units should certify that all consumables, electrical and electronic parts of the product conform to national/ international standard(s).

Name & Signature of the authorized bidder with stamp
 Contact details of authorized person of bidder who have signed the tender.
 Name.....
 Designation.....
 Phone (office).....
 Phone (Mobile).....
 E mail.....

FORMAT FOR SUBMISSION OF COMMERCIAL BID

1. Tender Ref. No SKCN/001/2018-19

2. Name of the Bidder:

3. The financial offer to execute the supply as per the tender for supply of machine to:

**The Managing Director,
Infrastructure Development Authority,
1st floor Udyog Bhawan, East Gandhi Maidan, Patna.**

S. N	Total Quantity	Particular	Rates (to be quoted
1.	Architectural and Structural designing of Integrated pack house for fruits and vegetables as per APEDA Guidelines and Gamma Radiation plant for 3000KCi Design capacity as per the Design code of Atomic Energy Regulatory Board, (AERB) Department of Atomic Energy, Govt of India. and other Utility Facilities (2 nos -Muti-Chamber of 2000 Mt capacity each and 2 nos- Dry Warehouse with 2000Mt capacity each), etc	Architecture and design consultancy for Civil Work (to be quoted as percentage of total civil construction cost)
2	Supply of equipment		
a)	Supplying, installation, testing and commissioning of Product transport system having cell, labyrinth & loading /unloading conveyors with structural support members, scissor lift and platform as per specification.	1 Set (one set) (to be quoted as rate of one set)	
b)	Supplying, installation, testing and commissioning of Tote boxes of size is as per the design, tote (70 Nos) made of aluminum alloy.	1 Set (one set) (to be quoted as rate of one set)	
c)	Supplying, installation, testing and commissioning of source holding/ raising mechanism hydraulic cylinder, interlocked with personnel entry door through SS wire ropes as per specification.	1 Set (one set) (to be quoted as rate of one set)	
d)	Supplying, installation, testing and commissioning of Ventilation system as per specification.	1 Set (one set) (to be quoted as rate of one set)	
e)	Supplying, installation, testing and commissioning of Cask handling system with 7.5/ 10 ton hoist as per specification.	1 Set (one set) (to be quoted as rate of one set)	
f)	Supplying, installation, testing and commissioning of assorted embedment's / SS EP for pool and ventilation duct , Water pool SS lining as per the design.	1 Set (one set) (to be quoted as rate of one set)	
g)	Supplying, installation, testing and commissioning of De Mineralization / RO	1 Set (one set) (to be quoted as rate of one set)	

	plant with fitments as per specification along with complete pool water circulation system and online filtration arrangement and online pool water conductivity measurement system with conductivity meter.		
i)	Supplying, installation, testing and commissioning of field instrumentation & safety systems for the entire irradiation plant as per specification.	1 Set (one set) (to be quoted as rate of one set)	
j)	Supplying, installation, testing and commissioning of Fire fighting system including all type of system as per the guide line of AERB Design Code as per specification.	1 Set (one set) (to be quoted as rate of one set)	
k)	Supplying, installation, testing and commissioning of Control system (PLC based control & safety system with SCADA and HMI backup) as per specification. PLC system should be off Siemens/ Rockwell make.	1 Set (one set) (to be quoted as rate of one set)	
l)	Supply of Source rack and frame of Design capacity 3000 Kci along with under water source loading tools and tackles, 2 nos under water light and all accessories require for source loading.	1 Set (one set) (to be quoted as rate of one set)	
	Auxilliary equipment for the plant		
m)	Supplying, installation, testing and commissioning of Laboratory equipment for dosimetry and micro-biology as per specification. Detail specification of all equipment and accessories has to be given by the bidders.	1 Set (one set) (to be quoted as rate of one set)	
n)	Supplying, installation, testing and commissioning of X-ray package scanner as per specification.	1 Set (one set) (to be quoted as rate of one set)	
o)	Supplying, installation, testing and commissioning of 200 KVA DG Set along with 63 KVA on line ups as per specification.	1 Set (one set) (to be quoted as rate of one set)	
p)	Supplying, installation, testing and commissioning of CCTV camera system as per specification.	1 Set (one set) (to be quoted as rate of one set)	
q)	Supply of Radiation protection equipment for plant operators and also personal monitoring system	1 Set (one set) (to be quoted as rate of one set)	
	Sub- Total		
	Taxes		
	Grand Total (in Rs)		

The followings to be noted while submitting financial details for the supply of machine to the individual location:

- a. The competitiveness of the bid shall be made on individual location basis. The bidder shall offer their competitive offer for the individual location.
- b. The purchaser will not issue any form ('C' and 'D') towards rebate / exclusion of Tax etc.

- c. The bidder will not be entitled to any increase in rate of taxes occurring during the period of delivery even if there is delay in supplies / completion attributed to him.
- d. The Total Cost quoted above should be all inclusive of basic price, statutory levies and taxes, duties, Transportation, Incidental Services (including Insurance, Loading/ Unloading, Packing & Forwarding charges, etc.), Installation & Commissioning, Demonstration & Training, on-site warranty and maintenance contract etc.
- e. The price competitiveness shall be given due consideration while analyzing the Commercial Bid.

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 900 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the machine(s) supplied through this tender.
- c. Agree to offer services for maintenance contract for the next three years for the machine(s) supplied through this tender.
- d. Agree to impart onsite training to the designated personnel of purchase for 15 working days
- e. Agree that the offer price is valid for the period of 900 days from the date of opening of technical bid of this tender till the commissioning of the project.

Further confirm that we agree with the terms and conditions specified in “Instructions to Tenderers” and if selected, the execution of supplies would be made in compliance.

Name & Signature of the authorized bidder with stamp
 Contact details of authorized person of bidder who have signed the tender.
 Name.....
 Designation.....
 Phone (office).....
 Phone (Mobile).....
 E mail.....

SECURITIES AND OTHER FORMS

(To be filled by Bidder/Employer)

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the **Architectural and structural designing of Gamma Radiation Processing Plant with integrated pack house for fruits and Vegetables as per APEDA guidelines, and other utility facilities & ii) Supply, Installation and Commissioning of Plant & Machinery for Setting up 3000KCi Gamma Radiation Processing Plant for Integrated Export Facility with Irradiation and Pack house unit at Industrial Area, Patna, Bihar** [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ *for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are :

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note

that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- * 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

BID VALIDITY UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period 180 days days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE