

IFB Ref No: RAHURISS/PUR/FY2025-26/LN2/RC/001

Date: 08/04/2025

TENDER DOCUMENT

FOR

ONLINE TENDERS ARE INVITED ON BEHALF OF RAHURI SEMEN STATION, RAHURI (MH) IN TWO BID SYSTEM FOR THE INVITATION OF PRICE BID FOR **ANNUAL RATE CONTRACT OF LIQUID NITROGEN (LN2) FOR RAHURI SS & RGM VMMDD & WASHIM YAVATMAL PROJECTS** AT RAHURI SEMEN STATION, RAHURI, DIST. AHILYANAGAR-413722, MAHARASHTRA.

Issued by:

Rahuri Semen Station, Rahuri, Ahilyanagar-413722

POINTS BIDDERS SHOULD BEAR IN MIND

- 1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- 2) BIDS UPLOADED WITHOUT SUBMISSION OF EARNEST MONEY DEPOSIT (**if applicable**) TO NDDB Dairy Services (NDS) SHALL BE SUMMARILY REJECTED.
- 3) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 4) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 5) THE BID, ALONGWITH ENCLOSURES SHOULD BE IN ENGLISH ONLY.
- 6) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 7) RAHURI SEMEN STATION, (A Unit of NDDB Dairy Services) RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

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Section-1 INVITATION FOR BIDS

Rahuri Semen Station (A Unit of NDDB Dairy Services)

Near MPKV, Dalimb Phata, Khadambe-B, Rahuri, Dist. Ahilyanagar-413722 (MH)

Web: www.rahurisemenstation.com Email –info@rahurisemenstation.com

Con No.: 02426 299001

The Rahuri Semen Station for “online offers” from reputed eligible bidders for the following item: -

IFB REF.	Description	E.M.D. Amount (In Rs.)	Event Start / Close Date	Last date & time Submission & opening of Bids	Delivery period
RAHURISS/PUR/FY2025-26/LN2/RC/001	ONLINE TENDERS ARE INVITED For RAHURI SEMEN STATION, RAHURI (MH) FOR ANNUAL RATE CONTRACT OF LIQUID NITROGEN (LN2) AT RAHURI SEMEN STATION, RAHURI, DIST. AHILYANAGAR-413722, MAHARASHTRA.	Estimated qty: 1300000 Ltr. EMD Rs. 10,000 (In the form of NEFT / RTGS OR Demand Draft in favor of “National Co-operative Dairy Federation of India Ltd)	08.04.2025 at 09:00am/21.04.2025 15:00 Hrs.	Submission of bid up to 21.04.2025 15:00 Hrs. Opening of Technical Bids at 21.04.2025 15:30 Hrs. At NCDFI E-market portal	01 (year) From the date of issuance of Purchase Order (PO)

CHECK LIST

- | | | |
|----|--|--------|
| 1. | Have you submitted the original EMD to Rahuri Semen Station on or before the date & time mentioned in the bid document? | Yes/No |
| 2. | Have you quoted Bid prices in terms of clause 14.1 Section-III? | Yes/No |
| 3. | Have you uploaded the Form of Bid? (Section VI) | Yes/No |
| 4. | Have you uploaded the duly digitally signed/signed documents completed in all respect? | Yes/No |
| 5. | Have you noted the Service Period mentioned in the bid (Section-I)? | Yes/No |
| 6. | Have you kept your offer valid for 120 days? | Yes/No |
| 7. | Have you furnished copies of your PAN, GST Reg. No., PF Registration No. etc. (as per statutory requirement of above services) | Yes/No |
| 8. | Have you uploaded the Statements of Deviations (Preferably Nil) (Section VII Part A&B)? | Yes/No |

Signature & Seal of the Bidder

(PLEASE FILL UP THE ABOVE AND UPLOAD THE SAME WITH THE TECHNICAL

Section 2 Instructions to Bidder

2.0 ELIGIBILITY AND QUALIFICATION BIDDER

- a. The bidder, in the same name and style, should be in business at-least for last 3 years at the time of bid opening. In case of change of name of the bidder by merger/acquisition/change in status, the bidder may be eligible based on the documentary evidence.
- b. The bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include GST, PAN, etc.
- c. The bidder should have supplied similar category of items, having quantity more than the estimated quantity of works, against all purchase orders/ invoices including Rate Contracts executed during the last 3 years. **The bidder should submit the list of Purchase orders including Rate Contracts of similar category of items supplied/ executed in last 3 years.**
- d. Average Annual Turn-over of the firm during last 3 financial years should not be less than 30% of the estimated cost of the contract.
- e. Even though the bidder's meet the specified criteria, it may be disqualified if it has:
 - i. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.
 - iii. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

Eligible Bidders

This invitation for Bids is open to all suppliers who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

Bidding Document fee

The fee/cost for bidding document is NIL.

Transaction Fees and TDS:

- As the bidding is processed through the NCDFI Portal, the awardee vendor must pay:
 - Transaction fee: 0.40% of the contract value (+ applicable GST).
 - TDS u/s 194/O: 0.10% of the contract value.
- Payment must be made within two working days of contract award.
- Any adjustments in transaction fees and TDS based on the final contract value must be paid promptly.

Payment Details for Transaction Fees and TDS:

- **Beneficiary Name:** National Co-operative Dairy Federation of India Ltd.
- **Bank Name:** Union Bank
- **Branch Address:** Anand Branch (Amul Dairy Road), Anand: 388001
- **Account Number:** 520141000774940
- **IFSC Code:** UBIN0905208

- f. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Rahuri Semen Station A Unit of NDDDB Dairy Services hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Interested eligible bidders may obtain further information from Head (Purchase), Address: Rahuri Semen Station A Unit of NDDDB House, Khadambe-B, Dalimb phata, Post MPKV, Rahuri, Dist – Ahilyanagar, Maharashtra – 413722 Mob9673747559 Web: <https://www.rahurisemenstation.com>

g. Downloading the Document

a) The bid document will be available in the website at www.rahurisemenstation.com.
<https://www.ncdfimarket.com/index.php/auctions-2/> and downloaded and used as tender document for uploading the offer.

b) The interested vendors are required to send an email at etenders@ncdfimarket.com by providing the following detail/information prior to 2 days before the bid end date:

- Name of the organization:
- Name of the contact person:
- Contact No:
- E-Mail:
- Status of Registration with NCDFI (Yes/No):

Registration/bidding guidance will be provided by NCDFI team to interested bidders

c) It is hereby brought to the notice of all bidders that if any change/additions/ deletions/ alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and NDS shall be free to take suitable action as deemed necessary.

- It is hereby brought to the notice of all bidders that if any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and Purchaser shall be free to take suitable action as deemed necessary.

Content of Bidding Documents

- The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- Instructions to Bidder;
- Statutory and Legal Conditions of Contract;
- Scope of work and terms & conditions;
- Price Schedule;
- Form of Bid;
- Deviation statement;
- Format of Bank Guarantee for performance security;
- Format of Undertaking;
- Bid securing declaration form;

- The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. 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.

I. Following KYC documents to be uploaded along with the tender bid:

- a. Copy of PAN Card (certified by Authorized Signatory with Stamp)
- b. Declaration with reference to PAN in case of individual/proprietorship (As per format shared in Vendor Registration Format).
- c. Cancelled cheque or certified bank details on letter head duly certified by Authorized signatory with stamp.
- d. Copy of incorporation certificate in case of company & other entities registered under any other act
- e. Declaration (individual & huf case)-if applicable.
- f. Copy of excise registration (if applicable)
- g. Copy of GST registration certificates in case vendor is registered, (A Declaration on letter-head required in case not registered for GSTN).
- h. Copy of MSME registration (Declaration required in case not registered.)

Section 3.0 General terms & condition

3.1 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing/fax/telex/email at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 7 days prior to the deadline for the submission of bids prescribed by the Purchaser. If required, written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the websites mentioned.

3.2 Amendment of Bidding Documents

At any time prior to the deadline for the submission of bids, the purchaser may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by the issuance of amendment.

The amendment will be uploaded on www.rahurisenstation.com website. Before submission of the bid, the bidder should check the rahuri ss website for any Corrigendum/additional information on the bidding document, if any.

However, non-information in changes/amendments put on website as Corrigendum to the prospective bidders shall not bind the purchaser to extend the deadline for the submission of the bids and non-compliance to such Corrigendum by the bidder shall result to non-responsiveness of the bid leading to rejection.

3.3 Preparation of Bid.

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.

3.4 Documents comprising the bid

The Bid prepared by the Bidder shall comprise the following documents:

- a. A complete description of Services the Bidder intends to provide and a price schedule completed in accordance with clause nos 3.6 and

- b. Earnest Money Deposit in accordance with Clause No. **Error! Reference source not found.**
- c. Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause No. **Error! Reference source not found.** and
- d. Documentary evidence establishing eligibility and conformity of services in accordance with Clause No. **Error! Reference source not found.**
- e. A price schedule completed in all respect.
- f. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
 - i. Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,
 - ii. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures etc. (it should be part of evaluation)
 - iii. Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

Any exceptions the Bidder wishes to take in any aspect of the bidding document or payment schedule including a justification for the exception in the format furnished in **Error! Reference source not found.**

3.5 Bid Form

- a. The Bidder shall complete the Bid Form furnished in the Bidding Documents ~~and upload the same on the e-portal~~ submit the same along with technical bid.
- b. All the required document duly signed/digitally signed should be uploaded on or before the specified date and time at NCDFI e martket website.

3.6 Bid Submission:

i Registration by vendors: All the vendors who wish to participate in the e-tendering process, are required to get themselves registered in the portal of the **NCDFI E-market** by providing & submitting necessary documents online.

- ii. All bid/ tender documents are to be uploaded online at NCDFI's E-

market Portal i.e. <https://events.ncdfimarket.com/> only and in the designated cover/ part on the website against tender ID. Tenders/ bids shall be accepted only through online mode and no manual submission of the same shall be entertained except tender fee and Bid Securing Declaration Form. Late tenders will not be accepted.

- iii. The online bids shall be opened at NCDFI's E-market Portal, on above given date and time. If the tender opening date happens to be on a holiday or non- working day due to any other valid reason, the tender opening process will be attended on the next working day at same time and place. Rahuri Semen Station, Rahuri (MH) will not be responsible for any error like missing of schedule data while downloading by the Bidder.
- iv. The bidder shall upload the tender documents/NIT duly filled in and stamped by the authorized signatory on each and every page along with all necessary Annexures as per NIT. Tender not uploaded in the prescribed form and as per the tender terms and conditions shall be liable for rejection.
- v. The original bid, both technical and Financial Bids shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial bid should respectively be in the format of price schedule given at Section.
- vi. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial bid. The authorization shall be in the form of a **written power of attorney** accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.

3.7 EARNEST MONEY DEPOSIT (EMD):

Tenderer must submit EMD of Rs. 10,000/- (Rupees Ten Thousand only) in the format of e-payment irrespective of the items quoted i.e. schedule wise EMD amount as mentioned in the document will not be considered. Without EMD, the tender will be summarily rejected.

- i) Online E-Payment shall be made through RTGS as per the details given below. However, online payment details i.e. UTR no and proof of current money transaction details are to be enclosed with our technical bid/tender:

1. Beneficiary Name	National Co-operative Dairy Federation of India Ltd.
2. Beneficiary Bank & Branch	Anand Branch (Amul Dairy Road), Anand: 388001

3. Account Number to be credited	520141000774940
4. IFSC Code	UBIN0905208

ii) Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.

iii) Refund of EMD: - The EMD of the bidders whose bids are not qualified/not acceptable will be refunded within 30 days after finalization of tender in the form of e-payment to those bidders who deposited EMD in the form of e payment, without any interest, upon receipt of a written request by the bidder after deducting bank charges, if any. Those who submitted EMD in the form of BGs, the same will be returned duly to the unsuccessful bidders. For successful bidders, EMD will be returned after submission of Security Deposit / PBG.

iv) Late receipt of EMD: Any EMD received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser, then bid shall be rejected.

v) Refund of EMD: - The EMD of the bidders whose bids are not qualified/not acceptable will be refunded within 30 days after finalization of tender in the form of e-payment to those bidders who deposited EMD in the form of e payment, without any interest, upon receipt of a written request by the bidder after deducting bank charges, if any. Those who submitted EMD in the form of BGs, the same will be returned duly to the unsuccessful bidders. For successful bidders, EMD will be returned after submission of Security Deposit / PBG.

3.8 Modification and Withdrawal of Bids

- The Bidder cannot modify or withdraw its bid after the bid's submission.
- No bid can be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

3.9 Preliminary Evaluation

The Purchaser will examine the technical bids to determine whether they are complete, whether required supporting documents have been furnished, and whether the bids are generally in order.

The purchaser will also examine whether the bid is complete. If the prices of certain item is found as "0" ("ZERO") it will be presumed that the bidder has included the cost of these items against some other items

of the price bid. The bidder shall furnish/upload the details of such inclusions separately.

If the Purchaser considers that with these omissions, the offered services is not functional, then the bid will be treated as incomplete and non-responsive.

Arithmetical errors – Not Applicable.

- The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, No bid will be considered if the complete requirement covered under the scope of work is not included in the bid. The unit price quoted should be after considering the discount, if any.
- The evaluation and comparison of bids will be done on the basis of quoted prices inclusive of applicable taxes and duties as mentioned in price schedule.
- Evaluation of Quotation: The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which
- GST, Packing, Forwarding, Freight & Insurance charges in connection with sale of goods shall be taken into account in evaluation.

3.10 Contacting the Purchaser

- Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

3.11 Post Qualification

- In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- The determination will consider the Bidder's financial, technical and servicing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
- 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; the Purchaser will proceed to the

next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

3.12 Award of Contract

- i) Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further the bidder is determined to be qualified to perform the contract satisfactorily.
- ii) Rahuri Semen Station may at its discretion to award the contract to one or more Suppliers at varying rates and/or for the combination of the category of any destinations. Rahuri Semen Station reserves the right to enter into ad-hoc/parallel rate contract simultaneously or at any time during the period of contract with one or more Suppliers.

3.13 Purchasers Right to Vary Quantities at the Time of Award.

The Purchaser reserves the right to vary the quantities at the time of award of the contract, if the need arises in consultation with the successful bidder.

3.14 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

Rahuri Semen Station does not bind itself to accept the lowest bid. Rahuri SS reserves the right to award the job either in part or full. Rahuri SS at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

NDDB Dairy Services also reserves the right 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 Purchaser's action.

3.15 Notification of Award

- a. Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter/courier/by cable/telex/fax/e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon the successful Bidder's furnishing of performance security, the Purchaser will discharge the EMD of unsuccessful bidders.

3.16 Signing of Contract

- As the Purchaser notifies the successful Bidder that its bid has been accepted, the bidder is requested to submit the “Undertaking” as provided in the Bidding Document, incorporating all agreements between the parties.
- Successful bidder needs to sign the Agreement (format given at **Error! Reference source not found.**)
- The “Undertaking” and “Acceptance copy of the contract” shall be returned within 15 days from the date of contract.

3.17 Performance Security

The successful bidder is required to furnish Security Deposit of Rs. 50,000/- through NEFT/FDR OR Bank Guarantee.

3.18 Bid Form

The Bidder shall complete the Bid Form (Format given as **Error! Reference source not found.**) furnished in the Bidding Documents and provided the same along with technical bid.

All the required document duly sealed & signed should be uploaded before the specified date and time at NCDFI E-market portal.

3.19 Termination of contract:

- During the term of this contract, either party, reserves its right to terminate this contract by giving 30 (Thirty) days’ notice without assigning any reason thereof.
- Rahuri Semen Station the exclusive right to suspend, cancel, and terminate this contract at any time if it has sufficient reasons to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the Rahuri Semen Station a Unit of NDDB Dairy Services Rahuri (office).
- The Rahuri Semen Station shall have the right to ask of the removal of any person, if one is not considered to be competent and orderly in the discharge of his duties.

3.20 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

3.21 Penalty:

- a. In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, Rahuri Semen Station shall make alternative arrangement to do it and the difference of cost incurred by Rahuri Semen Station, thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- b. If the service provided by the agency is found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found in a stipulated time, then a penalty up to 10% of the monthly payment value will be imposed and same shall be recovered from the monthly bill.

3.22 Force Majeure

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither party shall be considered in default in performance of their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of law and order proclamation, regulation or ordinance of any Government or of any act of GOD or any other clause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting continuously for a

period of six months, the two parties should consult each other regarding the future implementation of the contract.

3.23 Taxes, duties and levies

All taxes, duties, levies etc. imposed by the Central / state Government in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor during currency of contract. The taxes deemed to have included in the price bid, however service tax shall be payable as applicable.

3.24 Period of contract

The contract shall be issued for a period of 1 year and may be extended subsequent period of 2 years base on satisfactory performance of the contractor & with same terms and conditions.

3.25 Completion of contract

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

3.26 Payment Term.

Payment shall be made within 30 days after delivery and acceptance of the goods/Services & receipt of invoice.

3.27 Insurance:

In case where the purchase order is placed on “free delivery at site” including unloading basis, no insurance premium will be paid by purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

3.28 Rejection:

Purchaser reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for

such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier's risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, purchaser may dispose off such goods at supplier's risk and in the manner purchaser thinks fit. Purchaser shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier's risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. Purchaser shall be entitled to recover the expenses made by Purchaser on storage and handling of such rejected goods till the goods are removed from Purchaser's premises/ stores.

3.29 Inspection:

On placement of order, the equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to Purchaser in triplicate. However, Purchaser reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the Purchaser without fail, when the equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or despatch of equipment, without obtaining a clearance certificate from Purchaser. The supplier should forward to Purchaser the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

3.30 Dispatch Instructions:

The materials are to be despatched to the destination by the mode of transport specified in order under intimation to Purchaser . Depending on the type of material, the supplier shall have to carry out proper packing/ crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from Purchaser in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by Purchaser , the supplier shall have to obtain Purchaser 's-- prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

3.31 Arbitration

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the

contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by Rahuri Semen Station at the time of dispute.

- b. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- c. It is a term of the contract that the cost of arbitration will be borne by both the parties.
- d. The venue of the arbitration shall be Ahilyanagar.
- e. Settlement of any disputes arising out of this agreement will be subject to Ahilyanagar Jurisdiction only. The resolution of dispute, if any, shall be settled initially, by way of mutual consultation and if it is not settled the same shall be referred to arbitrator. The sole arbitrator will be appointed by Rahuri Semen Station or an officer designated by Rahuri Semen Station under his discretion and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and thereafter amendments issued from time to time. The award of such sole arbitrator shall be final, conclusive and binding on the parties to this contract.

3.32 Jurisdiction

The contract shall be governed by and constructed according to the law in force in India. The venue of the arbitration shall be at Ahilyanagar only.

3.33 Negligence or default of contractor:

- a. Rahuri Semen Station may without prejudice to its other rights or remedy against the contractor in respect of inferior workmanship or any other provision of this contract or otherwise may issue a Notice in writing to absolutely determine the contract for the following cases:
- b. If the contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy even after written notice.

- c. When the contractor has been made liable for action under the aforesaid cases, Rahuri Semen Station shall have powers:-
- To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of Rahuri Semen Station.
 - ii. After giving notice to the contractor to measure up the work done by him in order to get the balance work done by another contractor.

3.34 Contact & query

- The right to reject all or any of the quotation and to split up the requirements for itemized L-1 or relax any or all the above conditions without assigning any reason is reserved by the Rahuri Semen Station, Rahuri. For any corrigendum and addendum please be checked the website www.rahurisemenstation.com
- For any queries kindly email: info@rahurisemenstation.com Contact No: 02426 299001

Section 4.0 Technical Specifications

- 4.1** Firms must be able to supply 80000-100000 liters of Liquid nitrogen every month at Rahuri Semen Station, Rahuri (MH).
- 4.2** The liquid nitrogen purity should be > 99.999% or better.
- 4.3** The Liquid nitrogen transport tanker should be equipped with all kinds of safety mechanism, self-pressurizing system for transferring liquid nitrogen from tanker to insulated vessel at Rahuri Semen Station, Rahuri (MH).
- 4.4** Liquid nitrogen will be required on a requirement basis. The supplier must supply the liquid nitrogen within 1-2 days (including weekends) from the date of requirement through email from stores section/Dept.
- 4.5** The liquid nitrogen tanker shall report at main entry gate of Rahuri Semen Station, Rahuri (MH) for the gate entry between 08:30 am to 02:00 pm on working days (Monday to Saturday (2nd & 4th Saturday will be holiday)).
- 4.6** The vehicle must be weighed both before and after delivery of Liquid Nitrogen to Rahuri Semen Station, Rahuri (MH) The actual received quantity of liquid nitrogen will be determined based on the net weight.
- 4.7** The conversion factor to be considered: Kg to liter conversion of liquid Nitrogen will be 1 Kg = 1.2346 liter.
- 4.8** Evaporation Loss: The scope of evaporation loss at the manufacturing location should be clearly defined.
- 4.9 Decantation Process:** The decantation of liquid nitrogen (LN2) will be carried out at the approved pressure rates of the silos.
- 4.10** The vendor should send a trained employee to refill the liquid nitrogen tank at site and employee must follow all the safety protocols during delivery/transfer of liquid nitrogen to insulated vessel at Rahuri Semen Station, Rahuri (MH).
- 4.11** The vendor must provide/arrange for required transfer hose and adaptors for transferring liquid nitrogen at site. No accessories will be provided by the Rahuri Semen Station, Rahuri (MH) at the time of delivery of liquid nitrogen.
- 4.12** In case the bidder is a Manufacturer, relevant documents establishing the manufacturer of the tendered product may be given. In case the bidder is an authorized Distributor, a valid Authorization Certificate issued by manufacturer along with relevant documents establishing the manufacturer of the tendered product.
- 4.13** The bidders must have minimum 3 years of experience of supplying liquid nitrogen to the Govt. Institutions/Labs/private/similar organizations etc.
- 4.14** One representative from the company must be available for communicating via phone call or emails, all the time (24x7).
- 4.15** The online updated Price BOQ is in INR format. Bids are invited in INR only against domestic tender.
- 4.16** The Online bids should be submitted directly by the original manufacturer/supplier/OEM, the OEM is required to furnish certificate to this effect. If quotation is submitted/filled by any representative/agent/dealer then they must upload a Authorization Authority certificate from the principal company/OEM.
- 4.17** All MSME/NSIC/Startup Units shall be considered as per provisions/rules prescribed by Govt of India.

- 4.18** Auto-extension of last date for E-Tenders has been activated by

NCDFI's E-market Portal which has participation 2 bids or less.

Section 5.0 Request for Proposal for Invitation of Price Bid

FORMAT OF PRICE BID

Price Bid Ref No: RAHURISS/PUR/2025-26/LN2/RC/001

Date:

To
General Manager
Rahuri semen station
(A unit of NDDDB Dairy Services)
Khadambe-B, Dalimb phata, Post MPKV,
Rahuri, Dist – Ahmednagar, Maharashtra – 413722

Dear Sir:

With reference to your invitation of the price bid, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods and associated services in full conformity with the invitation for price bid, for the sum of Rs. _____ (hereinafter called “the Total Bid Price”). The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods and associated services in full conformity in accordance with the delivery schedule and consignees indicated in your invitation for the price bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that there is no change in our eligibility and no adverse change in qualification information submitted during the first stage bidding.

Dated this

Signed: _____

Date: _____

In the capacity of [insert: **title or position**]/Duly authorized to sign this bid for
and on behalf of [insert: **Name of Bidder**]

Section 06 PRICE SCHEDULE

Request for Proposal for Invitation of Price Bid

(Bid Ref No: Price Bid Ref No: RAHURISS/PUR/2025-26/LN2/RC/001 Dt.-)

1	2	3	4	5	6	7	8
Sl No	Item	#Qty (Approx)	UOM	Unit rate per litre excludin g GST	Total Amount excludin g GST	Deliver Location	Remar k
1	Supply of Liquid Nitrogen with purity of 99.99% which to be Decant in 10 KL & 06 KL fixed silos & 02 kl vehicle mounted Tank at Rahuri Semen Station	10,00,000.00	Litre			Rahuri Semen Station, (A Unit of NDDDB Dairy Services) MPKV-Rahuri, Dist-Ahilyanagar-413722 (MH)	Rates to be filled in NCDFI Portal
2	Supply of Liquid Nitrogen with purity of 99.99% which decant in 02 KL vehicle mounted Tank Manufactur es warehouse	3,00,000.00	Litre				Rates to be filled in NCDFI Portal
3	Supply of Liquid Nitrogen with purity of 99.99% which decant in 50	15,000.00	Litre				Rates to be filled in NCDFI Portal

L container at Manufactur es warehouse						
--	--	--	--	--	--	--

#Qty mentioned above in approximate in nature it may vary either during execution of the contract.

Note: In case of discrepancy between unit price and total price, the unit price shall prevail.

Bid Price:

1. Bidders are required to quote per liter rate in bid which clearly mentioned, basic price and GST should be bifurcated, conversion rate should be clearly mentioned, for UOM as well for Price.
2. Price should be quoted including delivery charges up to Rahuri Semen Station
3. The quoted rate will be valid for one year from the award of contract to the successful bidder. The above supply to be provided over a period of one year.
4. Quantity required for the year is tentative & may increase/decrease as per the actual requirement.
5. The contract can be extended further two years subject to satisfactory performance and mutual consent.
6. The Institute reserves the right to empanel more than one vendor, provided there are more than one qualified bidder.
7. Rahuri Semen Station keep all the rights to any changes in bid & Such amendment/modification will be notified on rahurisemenstation.com; website against said tender ID
8. Rahuri Semen Station keep all the rights to Cancellation/ Accept / Reject / of quotes related to this bid.
9. The contract will be issued to the lowest responsive bidder.
10. Each bidder shall submit only one quotation. Bidder shall not contact other Bidders in matters relating to this Quotation.
11. **Supply Commitment & Penalty:** If the vendor fails to supply liquid nitrogen as per the agreed schedule, Rahuri Semen Station reserves the right to procure LN2 from an alternative source. In such cases, the vendor will be liable to compensate 1.2 times the value of the procurement cost.

Section 07 BID FORM

(Bidders are requested to upload the FORM OF BID as per the Format given in this Section, filling all the blank spaces.)

Date : _____

IFB Ref. No. RAHURISS/PUR/2025-26/LN2/RC/001

TO: RAHURI SEMEN STATION

Near MPKV, Dalimb Phata, Khadambe-B,

Rahuri Dist. Ahmednagar-413722 Maharashtra.

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Drawings included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order / Notification of Award / Letter of Credit.

If our bid is accepted, we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of **120 days** from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20__.

Signature

(In the Capacity of _____)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : _____

Name of Witness: _____

Signature : _____ Address : _____

Section 08 DEVIATION STATEMENT FORMS

TECHNICAL DEVIATION STATEMENT

FORM PART-A

(IFB Ref. No. RAHURISS/PUR/2025-26/LN2/RC/001)

- (1) The following are the particulars of deviations from the requirements of the tender specifications:

A) CLAUSE DEVIATION REMARKS

(Including justification)

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the
Manufacturer / Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication **"NO DEVIATIONS"**

Section 09 BIDDING TERMS DEVIATION STATEMENT

FORM PART-B

(IFB Ref. No. RAHURISS/PUR/2025-26/LN2/RC/001)

- (2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

Dated:

Signature and seal of the
Manufacturer / Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication **"NO DEVIATIONS"**

Section 10 Form of Bank Guarantee for Performance Security

[On the non-judicial stamp paper minimum Rs.100/ or as per the Stamp Act of Local State Government]

Bank Guarantee No.

Date:

This deed of performance guarantee made this _____ day of 20____ (Two thousand _____) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the Rahuri Semen Station (A Unit of NDDB Dairy Services) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Rahuri Semen Station (A Unit of NDDB Dairy Services) / its clients has awarded a Contract and Purchase order bearing No _____ dated _____ on _____ M/s. _____ (name and address of the party)(hereinafter referred to as the 'Supplier/ Contractor') for the construction/ supply/ supply and erection and commissioning of _____.

And whereas, the Supplier/ Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the Rahuri Semen Station (A Unit of NDDB Dairy Services) in terms and conditions of the Bidding Document and the Contract which will be kept valid up to _____ calendar months from the date of Bank Guarantee (the period should be till end of warranty/ defect liability period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the Rahuri Semen Station (A Unit of NDDB Dairy Services) and the Supplier/ Contractor.

In consideration of the Rahuri Semen Station (A Unit of NDDB Dairy Services) having agreed to award the contract/ purchase order on the Supplier/ Contractor, we _____ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the Rahuri Semen Station (A Unit of NDDB Dairy Services), its legal representatives, successors and assignees that the within named (name of the Supplier/ Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the Rahuri Semen Station (A Unit of NDDB Dairy

Services) of Rs. _____ (Rupees _____ only) being the guaranteed amount, without any demur in case the Supplier/ Contractor, their legal representatives and assignees do not faithfully perform and fulfil everything within the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier/ Contractor fails to perform or fulfil the Contract/ Purchase Order as per the terms and conditions agreed upon, the Rahuri Semen Station (A Unit of NDDB Dairy Services) is entitled to demand an amount equal to Rs. ----- from the Supplier/ Contractor and the demand made by the Rahuri Semen Station (A Unit of NDDB Dairy Services) by itself will be conclusive evidence and proof that the Supplier/ Contractor has failed to perform or fulfil his obligations and neither the Supplier/ Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to pay amount equal to Rs. -----, being the amount due and payable under this guarantee without any demur, merely on a demand from the Rahuri Semen Station (A Unit of NDDB Dairy Services) which has to be served on us before the expiry date of Bank Guarantee i.e. _____ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier/ Contractor or by reason of the Supplier/ Contractor's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees _____ only) being the full amount guaranteed.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of _____ calendar months from the date of Bank guarantee (the period should be till end of warranty/ defect liability period) and till the Rahuri Semen Station (A Unit of NDDB Dairy Services) certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said Supplier/ Contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the Rahuri Semen Station (A Unit of NDDB Dairy Services) on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the Rahuri Semen Station (A Unit of NDDB Dairy Services) that the Rahuri Semen Station (A Unit of NDDB Dairy Services) shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of

performance by the said Supplier/ Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the Rahuri Semen Station (A Unit of NDDDB Dairy Services) against the Supplier/ Contractor and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier/ Contractor, or for any forbearance, act or omission on the part of the Rahuri Semen Station (A Unit of NDDDB Dairy Services) to the said Supplier/ Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Rahuri Semen Station (A Unit of NDDDB Dairy Services) may have or hereafter possess in respect of the works executed or intended to be executed/ goods supplied or intended to be supplied and the Rahuri Semen Station (A Unit of NDDDB Dairy Services) shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the Rahuri Semen Station (A Unit of NDDDB Dairy Services) may be entitled to receiving or have a claim upon and the Rahuri Semen Station (A Unit of NDDDB Dairy Services) at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Rahuri Semen Station (A Unit of NDDDB Dairy Services) on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

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

We, _____, undertake to renew the Bank Guarantee provided the request for renewal is made by the Supplier/ Contractor before the expiry of Bank Guarantee.

We, _____, lastly undertake not to revoke this _____ guarantee during its currency except with the previous consent of the Rahuri Semen Station (A Unit of NDDDB Dairy Services) in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. _____ (Rupees _____ only)

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to Rs. _____ (ii) the guarantee shall remain in force till ____20__ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Rahuri Semen Station (A Unit of NDDB Dairy Services) serves upon the Bank a written claim or demand on or before _____.

(SIGNATURE)

SEAL

CODE NO.

Place:

Date:

NOTE:

- 1 SUPPLIER/ CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2 THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	NDDB DS RAHURI SS
Bank Account No.	916010016421863
IFSC code	UTIB0000742
Beneficiary Bank Name	AXIS BANK LTD, RAHURI (MH)
Beneficiary Bank Address	Rahuri Khurd, Rahuri Dist. Ahilyanagar-413705

Bank charges, if any, on this account will be borne by the beneficiary

If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address

Beneficiary Name	
Beneficiary Address	

Kindly note that necessary action on the Bank Guarantee will be taken by Rahuri Semen Station (A Unit of NDDDB Dairy Services) only upon receipt of confirmation in either one of the modes as prescribed above.

Section 11 Form of Undertaking

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... have abandoned any work by Govt. State/ Central / Any Other Organization in India nor awarded to us for such works have been rescinded, during the last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and requested any Bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Corporation to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Corporation/ Project implementing agency.

.....
Name of Firm

.....
Title of Officer

.....
(Signed by an Authorized Officer of the Firm)

Section 12. Bid Securing Declaration Form

Date: _____ E-Tender No. _____ E-Tender ID

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PS: *Furnish the above in original stationary/letter head with signed and sealed.*