

ANNEXURE 3

TENDER FOR 2500 MT PLANT

Query raised by Shri Pankaj Babarwal, Asstt. Manager, (Marketing), Hindustan Equipments Pvt.Ltd.

1.1 Plant lay out is not freezed. It will be proper if plant lay out is freezed so as to receive financial bid for identical plants.

Decision Taken : As complete description about plant alongwith structure design, electric control and automation and design and control philosophy is given bidder should submit their own lay out and design. Please refer Sl. No. G at page 26 (2500 MT plants at Hoshangabad and page 16 for Badi Plant).

1.2 It will be better if we use MOC - GI in place of MS.

Decision taken - No change.

ANNEXURE 4

Query raised by Shri Atul Mehta, Flour Tech Engineers Pvt.Ltd.

2.1 We would like to seek the amendment in payment terms in regard to Bank Guarantee of 50% of advance amount. Hereby, we are looking forward that the above stated bank guarantee should not be hold till trial run of the plant as there are so many unforeseen circumstances beyond our control may cause a delay to it. The bank guarantee should be valid only for the six months or 180 days from the date of issue. The plant supply and installation time is for 150 days and next 30 days will be for trial run. Due to any circumstances if trial would not happen within the stipulated time the BG should not be hold. the BG should be released either after trial run or 180 days from the issue date whichever is earlier.

Decision Taken : Condition No. 13 -Bank Guarantee and 15 - Payment Schedule (against Bank guarantee) is amended as under :-

| Condition no | Existing | Amended |
|---------------------|---|--|
| 13.b | Bank guarantee for 10 % of the order value valid for two years from the date of agreement (in both the cases as detailed hereunder in point 15 and 16). | Bank guarantee for 10 % of the order value valid for two years will be submitted after trial run (in both the cases as detailed hereunder in point 15 and 16). |
| 15 | On supplying material at destination and submitting bill for advance payment along with details of item supplied and value thereof (As mentioned in Financial Bid). Payment Maximum | On supplying material at destination and submitting bill for advance payment along with details of item supplied and value thereof (As mentioned in Financial Bid). Payment Maximum up to 40 percent of the total value of the |

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| | up to 25 percent of the total value of the order or actual which ever is less. | order or actual which ever is less. |
| 15 | On successful TRIAL RUN Balance 25 percent payment of the total value of the order will be released and Bank Guarantee of 50 percent will be released. | The balance 10% payment shall be made and Bank Guarantee of 50% amount shall be released after successful trial run of the plant. If the trial run is delayed due to the fault of MPSIDC the supplier can conduct dry run and on successful dry run balance 10% shall be released. However, in such case the bank guarantee of 50% amount shall be extended by the supplier by 30 days and such guarantee shall be released on the expiry of 210 days counted from the date of issue of BG. |

2.3 Condition number 23 regarding penalty on delay needs to be reconsidered.

Decision Taken : Condition No. 13 -Bank Guarantee and 15 - Payment Schedule (against Bank guarantee) is amended as under :-

| Condition no | Existing | Amended |
|---------------------|---|--|
| 23 | The Managing Director of the Corporation subject to clause 20 mentioned above may extend time limit maximum up to 4 weeks and imposing penalty up to Rs 1,00,000 per week of such delay . The Managing Director of the Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred) which may be revoking Bank Guarantee and/or debarring the supplier for maximum period of 3 | The Managing Director of the Corporation may extend time limit by imposing penalty up to Rs 1,00,000 per week of such delay provided the delay is on account of bidder. Ordinarily unless otherwise decided, delay beyond 4 weeks will not be permissible. The Managing Director of the Corporation reserves the right to impose penalties at his discretion for breach of the terms and conditions (commensurate with the losses incurred) which may be revoking Bank Guarantee and/or debarring the supplier for maximum period of 3 years to supply all materials, whatsoever may be, to/through this |

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| | years to supply all materials, whatsoever may be, to/through this Corporation. | Corporation. |
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ANNEXURE 5

Shri R.Shankarnarayan, Director -Marketing- Servotech India Limited

- 3.1 Payment schedule
Decision taken as amended above.
- 3.2 Warranty
No changes required.
- 3.3 Delivery completion schedule
No changes required, power will be made available on time.
- 3.4 Eligibility criteria Annexure-VII.
No change required.
- 3.5 During discussion point was raised that nothing is mentioned consumables and normal wear & tear. It is not possible for any bidder to give warranty for consumables and for normal wear & tear.

Decision Taken : The supplier shall provide all consumables and spares necessary for smooth operation of the plant for the period of six months counted from the date of successful trial run. The cost of such services shall be deemed to have been included in the cost of plant machinery.

The supplier shall provide list of consumables and spares along with their rates. Such list shall be enclosed with documents related to the technical bid. These rates shall be valid for further period of 18 months. The authority responsible for operating the plant may procure these spares from the supplier at the rates as mentioned in the list. Whenever such demand is placed from the supplier he shall provide the spares and also fix them ensuring smooth operation. The payment of such spares shall be made within 30 days by the authority.

ANNEXURE 6

Shri Vigyan Lodha, Representative of JVS Eximport requested that the condition of Minimum turnover of Rs 1 crore in every financial year should be waived and average turnover of Rs 5 crore of last three years may remain unchanged.

- 4.1 Decision Taken - No change.