



TENDER DOCUMENT

F O R

Refrigerated Ice-Cream Van

COST OF TENDER DOCUMENT: Rs 10,000.00+GST 12%= Rs 11,200.00

(This tender document contains 41 number of pages)

TO BE FILLED BY THE TENDERER (BIDDER)

01. Name of the Bidder/Vendor :

02. Full Address of the Bidder : -----

03. Registration No of the Firm:

04. Telephone / Mobile No:

05. Fax No:

06. E-Mail ID.

07. PAN No:

08. GST Registration NO:

09. Name of the contact Person with Mobile No:

10. Last date of submission of Tender: **05.02.2020 UPTO 1400 Hrs**

11. Date of opening of Tender (Technical Bid): **05.02.2020 AT 1500 Hrs**

**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD,
D-2, SAHID NAGAR, BHUBANESWAR-751007
PHONE: 0674 – 2546030/ 2546121/2540417 FAX NO: 0674 – 2540974**

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE
I	TENDER NOTICE	4
II	INSTRUCTIONS TO BIDDERS	5
III	GENERAL CONDITIONS OF CONTRACT	16
IV	TECHNICAL SPECIFICATIONS	25
V	SCHEDULE OF QUANTITY	27
VI	COMMERCIAL BID	28
VII	FORM OF AGREEMENT	29
VIII	ACCEPTABLE FORM OF BANK GUARANTEE	31
IX	MANUFACTURERS' AUTHORISATION FORM	37
X	TECHNICAL DEVIATION STATEMENT FORM	38
XI	UNDERTAKING	39
XII	CHECK LIST	40
XIII	POINTS BIDDERS SHOULD BEAR IN MIND	41

THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD,

D-2, SAHEED NAGAR, BHUBANESWAR, ORISSA.

TELEPHONES :(0674)-2546121, 2544576, 2540417, 546030, 2540273

EMAIL: omfed@yahoo.com

web site: www.omfed.com

TENDER FOR:

SUPPLY OF REFRIGERATED ICE CREAM VAN BOX REQUIRED AT BHUBANESWAR DAIRY OF OMFED.

LOCATION OF SITE : **Bhubaneswar Dairy**

TENDER REFERENCE : **PROJ/121/VAN/19**

DATE OF COMMENCEMENT TO DOWN : **08.01.2020**

LOAD OF BIDDINGDOCUMENT

LAST DATE FOR DOWN LOAD OF : **05.02.2020**

BIDDING DOCUMENT

LAST DATE AND TIME FOR RECEIPT : **05.02.2020 UPTO 1400 Hrs**

OF BIDS

DATE AND TIME OF OPENING OF BIDS : **05.02.2020 AT 1500 Hrs**

PLACE OF OPENING OF BIDS : OFFICE OF THE ORISSA STATE
COOP.MILK PRODUCERS FED.LTD.
D-2, SAHEEDNAGAR, BHUBANESWAR,
ODISHA.

ADDRESS FOR COMMUNICATION : THE ORISSA STATE CO- OP. MILK
PRODUCERS' FEDERATION. LTD.
D-2, SAHEEDNAGAR, BHUBANESWAR-
ODISHA, INDIA.751007

SECTION - I



**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD
D-2, SAHID NAGAR, BHUBANESWAR**

PHONE : 0674 – 2546030/ 2546121/2540417 FAX NO: 0674 – 2540974

Web site: www.omfed.com E.Mail: omfed@yahoo.com

TENDER NOTICE

OMFED invites sealed techno-commercial offer from Manufacturer/Authorized Distributor/Authorized Dealer of vehicles of Mahindra/Ashok Leyland/ TATA make for supply of 03 No of Refrigerated Ice-Cream Van of 1500 Liter Capacity (Chassis with Refrigerated body).

Tender document can be down loaded from the website www.omfed.com from dt.08.01.2020 to 05.02.2020. The tender document should be duly filled & submitted on due date along with the cost of tender paper of Rs.10,000/- + 12%GST (or Rs.11,200/-) and EMD amounting to Rs.1,20,000/- in shape of Demand Draft in favour OMFED drawn on any Nationalized bank payable at Bhubaneswar shall be received up to 1400 hours on dt.05.02.2020 & shall be opened on the same day at 1500 Hrs. at Omfed Corporate Office, D/2, Saheed Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered. The price / commercial bid of technically successful bidder shall be opened on a later date under intimation to the bidders.

The Management reserves the right to accept or reject any or all the bid document or part thereof without assigning any reason.

Dy. Manager (Projects)

3.0 Price basis:

The quoted prices for the Vans shall be on FOR destination basis, inclusive of all taxes, including GST, packing & forwarding charges, transportation, transit insurance and other incidental charges, loading & unloading charges etc. as applicable. The bidder shall, however, provide a break-up of the prices quoted.

Bidders are required to give break up of unit rates & quantities of each & all items to be supplied for the purpose of the contract.

4.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Orissa State Cooperative Milk Producers' Federation Limited, hereinafter referred to as "THE OMFED", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5.0 CONTENT OF BIDDING DOCUMENTS

5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the tender notice, the bidding documents include:

- (a) Instruction to bidders;
- (b) General Conditions of Contract;
- (c) Technical Specifications and schedule of quantities;
- (d) Price bid
- (e) Form of Agreement;
- (f) Bid Form;
- (g) Schedule of Supp. Information;
- (h) Standard Forms of Bank Guarantees;

5.2 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.

6.0 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the OMFED in writing at the OMFED'S mailing address indicated in this document. The OMFED will respond in writing to any request for clarification of the bidding Documents which it receives not later than 15 days prior to the deadline for the submission of bids prescribed by the OMFED. Written copies of the OMFED'S response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding Documents, and will be attached to the Bidding Documents sold subsequently.

7.0 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the OMFED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 7.2 The amendment will be notified in writing or by Fax or cable to all prospective Bidders, which have received the Bidding Documents and will be binding on them. The amendment will be attached to the bidding documents sold subsequently.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the OMFED may, at its discretion, extend the deadline for the submission of bids.

8.0 PREPARATION OF BIDS

8.1 DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:

Technical Bid should contain information regarding the company/Firm, its registration details, Authorization letter, client list, Performance certificate given by clients if any, Self declaration of not black-listed, business turn over, experience and other details of the Farms to judge the suitability of the Bidder. Bidder must ensure the following conditions while submitting the bid.

1) Details of the Firm/ Company: Copy of the Registration of the Firm/ Company must be enclosed. In case of authorized wholesalers/dealers/ distributors certificate from the original Vans Manufacturers should also be enclosed.

2) Service and Maintenance: A write up on service and maintenance capability is required. Bidders must indicate their sales and support services centre in Bhubaneswar / Cuttack and their plan to address issues relating to services, maintenance.

3) Compliance Sheet: Signed and stamped compliance sheet of the Technical specification of the offered items must be enclosed with technical bid.

4) Technical printed literature: Printed Technical literature of the items for which tender is being offered must be enclosed with the Technical Bid.

5) Clientele list: list of the Organizations where the similar order has been executed during the last three years and work done list. Supporting documents (copies of orders without any alterations/modification, copies of successful installation report) may be enclosed.

6) Purchase Order: Purchase Order copies of last 3 years to whom similar item has been supplied may also be enclosed.

7) Performance certificate: Performance certificate of last 3 years from the previous clients may also be enclosed. Past performance of the Bidder shall be judged at the time of Technical Evaluation

8) Photocopy of up to date Annual Turnover Certificate duly certified by Chartered Accountant for last three consecutive years (up to financial year ending on March'2019) i.e for 2016-17,2017-18, 2018-19, PAN / GST certificate and Audited Financial statement duly certified by chartered

Accountant for last 03 financial years along with the copies of Income Tax return must be enclosed with the Technical Bid.

9) (i) Tender fee and EMD both to be submitted in shape of Demand Draft in favor of OMFED payable at Bhubaneswar.

(ii) Information of Demand Draft submitted for : (a) Tender fee of Rs.10,000/- + GST 12% (i.e. Rs.11,200/-) (b) Earnest Money Deposit (EMD) of Rs.1,20,000/-.

iii) The EMD deposited shall not carry any interest, and will be refunded after successful execution of order.

(iv) Tender shall be rejected if the Demand Drafts for the tender form fee and Earnest money are not found in proper order.

10) If the TECHNICAL BID of the Bidder will found to be in order then only the Price Bid of the bidder shall be opened.

11) Format of documents: "Format of documents required for Technical Bid" should be duly ticked to ensure the list of documents enclosed.

12) Information of EMD/Security/Turnover.

13) GST return (GSTR – I & GSTR – 3B) from April 2019 to October 2019 to be enclosed.

14) Declaration by the bidder for not being black listed by any Institution.

15) Bankers detail of bidder along with a cancelled cheque.

8.2 DOCUMENTS TO BE SUBMITTED IN THE COMMERCIAL BID:

- The original bidding document as downloaded by the bidder should be signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- Filled in Commercial bid format as in the tender document.
- The rate shall include freight, packing, forwarding **inclusive of GST / all other taxes and duties as applicable etc.**
- The bid form and schedule of quantities, provided in the bidding document, completed in accordance with clauses 09 and 10 of Section II.
- Documentary evidence established in accordance with Clause 11 of Section II that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- The Bidder shall certify that the rates being quoted are not higher than those quoted for any Govt. Department/ Institution/ organization or DGS & D and that if during the year at any time the Bidder shall quote rate lower than that quoted against this tender, then OMFED would be given the benefit of that lower rate by the Bidder.
- **Annual Maintenance Contract:-** The annual maintenance contract for both Box and refrigeration system shall be effective after the guarantee/warranty period from the date of operation of the Ice-Cream Van and refrigerated system is over. The AMC will be renewed every year for three years keeping the fees intact.

9.0 Bid form

The Bidder shall complete the bid Form and the schedule of quantities furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, quantity and prices.

10.0 Bid Prices

10.1 The bidder shall indicate in the schedule of quantities, provided in this document, the unit prices and total Bid prices of the goods it proposes to supply under the Contract, on FOR destination basis, inclusive of GST, all other taxes & duties as applicable, packing & forwarding charges, transportation, transit insurance and other incidental charges, loading & unloading charges etc. as applicable. It is not mandatory on the part of OMFED to procure all the items and quantity as mentioned in the bills of quantity.

10.2 Bidders shall provide the break-up of their offered prices separately in the following manner:

(i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all duties / GST and other taxes already paid or payable:

- On the components and raw material used in the manufacture or assembly of goods quoted ex-factory;

Or

- The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all duties and sales other taxes already paid or payable on the imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

(ii) Any other taxes applicable in India which will be payable on the goods if this contract is awarded;

(iii) Charges for packing and forwarding, inland transportation, insurance and other costs incidental to delivery of the goods to their final destination; and

(iv) The cost of all incidental services required under the contract.

10.3 The bidder's break up of price components in accordance with Para. 10.2 above will be solely for the purpose of facilitating the comparison of bids by the OMFED.

10.4 Fixed Price

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price basis for such goods and services will be treated as non-responsive and rejected, pursuant to clause 23 of Section II.

11.0 Documents Establishing Bidders' Eligibility and Qualifications

11.1 The Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the format attached to the Bid document.

11.2 The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted, shall establish to the OMFED'S satisfaction:

a) That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods.

b) That the bidder has the financial, technical and production capability necessary to perform the contract. To this end, all bids submitted shall include the following information along with schedule-I and schedule-II under Section VIII:

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

- ii) Details of experience and past performance of the bidder on vehicle offered and on those of similar nature within the past 3years and details of current contracts in hand and other commitments;
- iii) Details of statutory registration as applicable on the firm / company i.e. PAN, GST etc.
- iv) Major items of Vans available in the Bidder's factory premises;
- v) Qualification and experience of key personnel for successful execution of the contract;
- vi) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates etc;
- vii) Information regarding any current litigation in which the bidder is involved.
- viii) Not being black listed by any organization.

12.0 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

12.1 The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the bidder proposes to supply under the contract.

12.2 The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawing and data, and shall furnish:

- (a) A detailed description of the goods' essential technical and performance characteristics.
- (b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the goods' use by the OMFED: and
- (c) A clause-by-clause commentary on the OMFED'S technical specification demonstrating the goods' and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the technical specification.

12.3 For purposes of the commentary to be furnished pursuant to Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and Vans, and references to brand names or catalogue numbers designated by the OMFED in its Technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/ or catalogue numbers in its bid, provided that it demonstrates to the OMFED'S satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical specifications.

13.0 Bid Security (Earnest Money Deposit)

13.1 Pursuant to clause 8, the Bidder shall furnish, as part of its bid, **bid security of Rs.1,20,000/-**.

13.2 The bid security is required to protect the OMFED against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para.13.7.

13.3 The bid security shall be in one of the following forms:

- (a) A Bank guarantee issued by a Nationalised / scheduled bank located in India in the form provided in the Bidding Documents, and valid for 30 days beyond the validity of the bid, or

- (b) A demand draft in favour of ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., Payable at Bhubaneswar.
- 13.4 Any bid not secured in accordance with para"s. 13.1 and 13.3 will be rejected by the OMFED as non-responsive.
- 13.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity.
- 13.6 The successful Bidder's bid security will be discharged upon the bidders executing the agreement, pursuant to clause 31, and furnishing the performance security.
- 13.7 The bid security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- (b) In the case of successful bidder, if the bidder fails;
- (i) To sign the contract in accordance with clause 30
Or
- (ii)To furnish performance security in accordance with clause 31.

14.0 Period of validity of bids

- 14.1 Bids shall remain valid for 90days after the date of bid opening, stated in the cover page/ tender notice. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.
- 14.2 In exceptional circumstance, the OMFED may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Cable or Fax. The bid security provided under clause-13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

15.0 Format and signing of bid

- 15.1 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 15.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signing the bid.

D. Submission of bids

16.0 Sealing and marking of bids

- 16.1 The bidders shall seal the original bidding document, along with all relevant documents & drawings, in an envelope.
- 16.2 The envelope shall:
- (a) Be addressed to the OMFED at the following address:
ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., D-2, Sahid Nagar, Bhubaneswar – 751007.

(b) Bear the Tender Reference No., Name of work & Date of opening.

(c) Indicate the name and address of the bidder.

16.3 If the outer envelope is not sealed and marked as required by Para. 16.2, The OMFED will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by the OMFED.

16.4 The bidders shall submit the "Eligibility and post-qualification application" along with the bid.

17.0 Deadline for submission of bids

17.1 Bids must be received by the OMFED at the address specified in cover page / tender notice not later than the date and time specified for receipt of the bids as indicated in cover page / tender notice.

17.2 The OMFED may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Para 7, above in which case all rights and obligations of the OMFED and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late bids

Bids received after the deadline for submission of bids will be rejected or returned unopened to the bidder. OMFED shall not bear any responsibility for late delivery of bids submitted by post.

19. Modification and withdrawal of bids

19.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the OMFED prior to the deadline prescribed for submission of bids.

19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of Para 16. A withdrawal notice may also be sent by Fax or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION

20.0 Opening of Bids by OMFED

20.1 The OMFED will open bids, in the presence of bidders' representatives who choose to attend, at the time and date specified in the Tender notice, at the office of the ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., D-2, Sahid Nagar, Bhubaneswar-751007, Orissa, India. The Bidders representatives who are present shall sign attendance sheet evidencing their presence during the bid opening.

20.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the OMFED, at its discretion, may consider appropriate will be announced at the opening.

21.0 Clarification of bids

21.1 To assist in the examination, evaluation and comparison of bids the OMFED may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

22.0 Preliminary Examination

22.1 The OMFED will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail. The total price shall be corrected accordingly. If the bidder does not accept the correction of the errors, its bid will be rejected.

22.3 Prior to the detailed evaluation, pursuant to Para 23, the OMFED will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The OMFED'S determination of a bid's responsiveness is to be based on the contents of the bid itself.

22.4 A bid determined as not substantially responsive will be rejected by the OMFED.

22.5 The OMFED may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the Bidder.

23.0 Evaluation and Comparison of Bids

23.1 The OMFED will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Para 22. However, bidders are allowed the option to offer discounts. The discounts will be taken into account in the evaluation of bids so as to determine the bid offering the lowest evaluated cost for the OMFED in deciding award.

23.2 The comparison shall be on FOR site basis, (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and GST payable on finished goods offered).

23.3 The OMFED'S evaluation of a bid will take into account, in addition to the bid price and the cost of services, the following factors:

- (a) Cost of inland transportation, insurance and other costs incidental to delivery of the goods to their final destination including excise duty;
- (b) Delivery schedule offered in the bid;
- (c) The cost of components, spare parts and service;
The availability in India of spare parts and after sales services for the Vans offered in the bid;
- (d) Deviation in payment schedule from that specified in the special conditions of contract;
- (e) The quality and adaptability of the Vans offered.

24.0 Contacting the OMFED

- 24.1 No Bidder shall contact the OMFED on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded, unless invited by the OMFED for discussions / clarifications.
- 24.2 Any effort by a bidder to influence the OMFED in the OMFED'S bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

25.0 Post-qualification

- 25.1 In the absence of pre-qualification, the OMFED will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.
- 25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the OMFED deems necessary and appropriate including details of experience and records of past performance. The OMFED may also inspect the works of the bidder to satisfy itself regarding the capability of the bidder.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the OMFED will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

26.0 AWARD CRITERIA

The OMFED will consider award of contract to the successful bidder whose bid have been determined to be substantially responsive and have been determined as the lowest evaluated bid, pursuant to Para 23 and 25 & who is determined to be qualified to satisfactorily perform the contract.

The composite price towards the cost of the Vans and Annual Maintenance contract shall be considered to arrive at the lowest bidder price.

27.0 OMFED'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.

The OMFED reserves the right to increase or decrease the quantity of goods and services specified in the schedule of requirements without any change in unit price or other terms and conditions.

28.0 OMFED'S Right to Accept Any Bid and to reject Any or All Bids

The OMFED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the OMFED'S action.

29.0 Notification of Award

- 29.1 Within the period of bid validity, the OMFED will notify the successful bidder in writing by registered letter or by cable/ telex/ fax, (to be confirmed in writing by registered letter) that its bid has been accepted.
- 29.2 The notification of award will constitute the formation of the contract.
- 29.3 Upon the successful bidder's furnishing of performance security, the OMFED will promptly notify each unsuccessful bidder and will discharge its bid security.

30.0 Signing of Agreement

Within 15 days of receipt of the notification of award, the successful bidder shall prepare & sign the agreement, in the format provided in this bidding document, and send the same to the OMFED along with a duplicate copy. The original contract form shall be retained by the OMFED, & a duplicate copy of the same shall be sent to the contractor, after it has been signed and dated.

31.0 Performance Security

31.1 Within 15 days of receipt of the notification of award from the OMFED, the successful bidder shall furnish the performance security deposit in accordance with clause 6 of the general conditions of contract, either in the form of a Bank guarantee valid for **15 months** from the expected date of completion of contract (as per the performance security form provided in the bidding document) or in the form of demand draft of required value in favour of OMFED, payable at Bhubaneswar.

31.2 Failure of the successful bidder to comply with the requirement of Para 30 or Para 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OMFED may make the award to the next lowest evaluated bidder or call for new bids.

32.0 IMPORT LICENCE

No import license shall be provided by the OMFED for goods offered against this bid.

NOTE:

1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE AND TIME DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE NOTIFIED ON WEBSITE.

2. THE PRICE BID OF THOSE BIDDERS WILL BE OPENED, WHO ARE SUCCESSFUL IN TECHNICAL BIDDING.

3. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE BID.

SECTION - III

General Terms & Conditions of the Tender:

1. Definitions

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

- (a) "The contract" means the agreement entered into between the OMFED and the contractor, as recorded in the contract form signed by the parties, including the notification of award, all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The contract price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The goods" means all of the Vans, machinery, and/or other materials which the contractor is required to supply to the OMFED under the contract;
- (d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, provision of technical assistance, training and other such obligations of the contractor covered under the contract;
- (e) "The OMFED" means the organization purchasing the goods and services under the contract i.e. ORISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.
- (f) "The contractor" means the individual(s) or firm(s) supplying the goods under this contract i.e., with which an agreement has been signed by the OMFED for supply of goods & services required elsewhere in this document.

2. APPLICATION

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

3. STANDARDS

The goods supplied under this contract shall conform to the standards mentioned in the technical specifications, and, when no applicable standard is mentioned, to the Indian standards.

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

4. Use of Contract and Information

- 4.1 The contractor shall not, without the OMFED'S prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OMFED in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 The contractor shall not, without the OMFED'S prior written consent, make use of any document or information enumerated in para.4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself, enumerated in Para. 4.1 shall remain the property of the OMFED and shall be returned (in all copies) to the OMFED on completion of the contractor's performance under the contract if so required by the OMFED.

5. PATENT RIGHTS

The contractor shall indemnify the OMFED against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof in India.

6.0 PERFORMANCE SECURITY

- 6.1 Within 15 days of the contractor's receipt of notification of award of the contract, the contractor shall furnish **performance security to the OMFED in the amount of 5% of the contract value, in accordance to clause 31 of the instruction to bidders.**
- 6.2 The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 6.3 The performance security shall be denominated in Indian rupees and shall be in the following form:
- a) A Bank guarantee, issued by a Nationalised / scheduled Bank in India, and in the form provided in the bidding documents.
 - b) Demand draft in favour of "Orissa State Co-operative Milk Producers' Federation Limited" payable at Bhubaneswar.
- Such Bank guarantee shall be valid upto three months after the expiry of the warranty / guarantee period.
- 6.4 The performance security will be discharged by the OMFED and returned to the contractor not later than 90 days following the date of completion of the contractor's performance obligations, including any warranty / guarantee obligations, under the contract.
- 6.5 No interest shall be paid on the performance security deposit by the OMFED.

7. Inspection and Tests

- 7.1 The OMFED or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the contract. The Technical Specifications shall specify what inspections and tests the OMFED shall notify the contractor in writing of the identity of any representatives, if retained for these purposes.
- 7.2 The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.

- 7.3 The inspections and tests may be conducted on the premises of the contractor or its subcontractor(s) / at point of delivery and/or at the good's final destination. Where conducted on the premises of the contractor or its subcontractor(s) / all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the OMFED. In case of any defects or deficiency notified by the OMFED'S inspection authority, the contractor will rectify and make good the same without delay and not proceed further processing of such items(s) of goods without obtaining approval from the inspection authority.
- 7.4 Should any inspected or tested goods fail to conform to the specifications/ the OMFED may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the OMFED.
- 7.5 The OMFED'S right to inspect, test and, where necessary, reject the goods after the goods' arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the OMFED or its representative.
- 7.6 Nothing in clause 7 shall in any way release the contractor from any warranty or other obligations under this contract.

8. Packing and Marking

- 8.1 The contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit & destination.
- 8.2 The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, required by law, and, subject to clause 18 of Section II, in any subsequent instructions ordered by the OMFED.
- 8.3 Each package shall be marked to indicate:
- a) Name of the contractor
 - b) Details of items in the package
 - c) Name of the consignee
 - d) Order number
 - e) Gross/net and tare weights of the item
 - f) Destination

9. Delivery and documents

- 9.1 Delivery of the goods shall be made by the contractor for destination, by road.
- 9.2 The following documents shall be provided by the contractor / contractor:

Original and three copies of:

- (i) The contractor's invoice showing order no. Goods description, quantity, unit price, total amount;
- (ii) Delivery note/packing list/lorry receipt;

- (iii) Manufacturer's/contractor's guarantee certificate;
- (iv) Inspection certificate issued by the nominated inspection agency, and the contractor's factory inspection report;
- (v) Insurance policy;
- (vi) Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
- (vii) Any other document evidencing payment of statutory levies.

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

10. Insurance For supply of Vans:

The manufacturer shall have to arrange **all transit risk insurance warehouse to warehouse basis**, including strike clauses, for an amount equal to 110 % of the FOR destination value of the Goods, valid for a period of not less than 3 months after the expected date of arrival of Goods at destination.

In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/ underwriters and pursue them till settlement. Since the insurance policy will be in our name, if required, we shall give you necessary authorisation letter authorizing you to lodge and pursue claims on our behalf with the carriers/ underwriters. Also you shall have to make good the losses/ damages occurred in transit by making replacement /payment to us in the first instance and if claims are settled by the underwriters and any amounts are realized by us, the amounts thus realized in settlement of claims shall be reimbursed to you. In other words, the prima facie responsibility rests on you for getting compensation of the damage/losses incurred if any, due to all transit hazards.

11. Transportation

The contractor is required to deliver the Goods FOR Destination, by road. Transport of the goods to the destination shall be arranged through a reputed and Bank approved transporter having local offices at destination and Bhubaneswar, and shall be paid for by the contractor.

12. Incidental services

12.1 The contractor is required to provide the following services:

- a) Performance of on-site assembly, installation, hooking-up to existing system, Start-up, testing, performance trial and handing over of the supplied goods;
- b) Furnishing of tools, tackles, jack and spanner etc. required for assembly and maintenance of the supplied goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Operation, maintenance and repair of the supplied goods for a period of 30 days, provided that this service shall not relieve the contractor of any warranty obligations under this contract; and
- e) Conduct of training of the OMFED'S personnel, on-site, in assembly, start-up operation, maintenance and repair of the supplied goods, if required.

12.2 Prices charged by the contractor for the preceding incidental services are to be included in the price of the contract.

13. Spare parts

13.1 The contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the contractor:

a) Such spare parts as the OMFED may select to purchase from the contractor, provided that this election shall not relieve the contractor of any warranty obligations under the contract; and

b) In the event of termination of production of the spare parts:

(i) Advance notification to the OMFED of the pending termination, in sufficient time to permit the OMFED to procure its needed requirements; and

(ii) Following such termination, furnishing at no cost to the OMFED, the blueprints, drawings and specifications of the spare parts, if and when requested.

13.2 Contractors shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. other spare parts and components shall be supplied as promptly as possible but in any case within two months of placement of order.

13.3 The obligation of contractor stated in Para 13.1 shall continue even after expiry of the contract.

14. Warranty / guarantee

14.1 The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that the goods supplied under this contract shall have no defect arising from design, material of workmanship or from any act or omission of the contractor that may develop under normal use of the supplied goods in the conditions. The contractor also guarantees that the goods supplied shall perform satisfactorily as per the designed/rated/ installed capacity as provided for in the contract.

14.2 This warranty / guarantee shall remain valid for 12 months after the goods, or any portion thereof as the case may be, have been delivered & handed over to the OMFED after the performance of 30 days trial run period.

14.3 The OMFED shall promptly notify the contractor in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the OMFED.

14.5 If the contractor, having been notified, fails to remedy the defects(s) within a period of 30 days, the OMFED may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the OMFED may have against the contractor under the contract.

14.6 This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the OMFED or his authorised representatives.

15. Terms of payment :

95% Payment after safe arrival of vehicles at site confirming to the technical specification of the tender document.

All payments are subject to deduction of statutory dues as applicable.

PSD @5% of the work order value shall be retained & shall be released after one year from the date of handing over subject to satisfactory performance. PSD can be released during retention period against equivalent amount of Bank guarantee.

16. Fixed prices

Prices charged by the contractor for goods delivered and services performed under the contract shall not, vary from the prices quoted by the contractor in its bid.

17. Change orders

17.1 The OMFED may, at any time, by a written order given to the contractor, pursuant to clause 31, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the OMFED;
- (b) The method of shipment or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the contractor.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, provided that such claims by contractor are reasonable & to the satisfaction of the OMFED. Any claims by the contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the contractor's receipt of the OMFED's change order.

18. Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the OMFED.

19. Assignment

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the OMFED'S prior written consent.

20. Subcontracts

The contractor shall notify the OMFED in writing of all subcontracts awarded under the contract if not already specified in his bid, such notification, in his original bid or later, shall not relived the contractor from any liability or obligation under the contract.

21.0 Delays in the contractor's performance

- 21.1 Deliveries in the goods and performance of services shall be made by the contractor in accordance with the time schedule specified by the OMFED, in Section –I of the bidding documents.
- 21.2 An unexcused delay by the contractor in the performance of its delivery obligations shall render the contractor liable to any or all of the following sanctions: - forfeiture of its performance security, imposition of liquidated damages, and/ or termination of the contract for default.
- 21.3 If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services. The contractor shall promptly notify the OMFED in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the contractor's notice, the OMFED shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be notified to the contractor by amendment of the contract.

22.0 Time for completion

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed, within the time stated in section–II of the bidding documents or such extended time as may be allowed under clause 23 hereof.

23.0 Extension of Time of Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works. OMFED shall determine the amount of such extension and shall notify the contractor accordingly. Provided that the OMFED is not bound to take in account any extra or additional works or other special circumstances unless the contractor has within thirty days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

24.0 Penalty for Delay

- 24.1 If the contractor shall fail to achieve completion of the works within the specified time, then the contractor shall pay to the OMFED the sum at the rate of 0.5 % (half percent) of the total value of work done under the contract, as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work. The OMFED may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the contractor. The payment or deduction of such penalty shall not relieve the contractor from obligations to complete the works, or from any other of his obligations and liabilities under the contract.
- 24.2 The aggregate maximum of the penalty for delay payable to the OMFED under this clause shall be subject to a maximum of 10 % of the total value of work.
- 24.3 The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.

24.4 Any incremental taxes and levies due to the delay in the performance of the contract by the contractor shall be to the contractor's account.

25.1. Termination for default

The OMFED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part,

- (a) If the contractor fails to delivery an or all the goods within the time period (s) specified in the contract,
Or
- (b) If the contractor fails to perform any other obligation(s) under the contract.

25.2 Termination for Insolvency

The OMFED may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if:

- (a) The contractor becomes bankrupt or otherwise insolvent,
- (b) The contractor being a company is wound up voluntarily by the order of a court receiver, liquidator or manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a manager,
Provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OMFED.

26.0 Termination for Convenience

26.1 The OMFED, may by written notice sent to the contractor, terminate the contractor, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is of the OMFED'S convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

26.2 The goods that are complete and ready for shipment within 30 days after the contractor's receipt of notice of termination shall be purchased by the OMFED at the contract terms and prices. For the remaining goods, the OMFED may elect:

- (a) To have any portion completed and delivered at the contract terms and prices; and /or
- (b) To cancel the remainder and pay to the contractor an agreed amount for partially completed goods and for material and parts previously procured by the contractor.

27.0 Settlements of Disputes

27.1 If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the engineer on any matter in connection with or arising out of the contract or the carrying out of the work to be unacceptable, he shall promptly ask the engineer in written instructions or decision. There upon the engineer shall give his written instructions or decision within a period of fifteen days of such request.

- 27.2 Upon the receipt of the written instructions or decisions the contractor shall promptly proceed without delay to comply with such instructions or decisions.
- 27.3 If the engineer fails to give his instructions or decisions in writing within a period of fifteen days after being requested, or if the contractor is dissatisfied with the instructions and decisions, he shall appeal to the OMFED, which shall afford an opportunity to the contractor to be heard and to offer an evidence in support of his appeal. The OMFED shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal.
- 27.4 If the contractor is dissatisfied with this decision, the contractor within a period of thirty days from the receipt of the decisions shall indicate his intension to refer the dispute to arbitration, failing which the said decision shall be final and conclusive.

28.0 Arbitration

All disputes or differences in respect of which the decision is not final and conclusive shall, on the initiative of either party, be referred for adjudication as per the Arbitration And Conciliation Act 1996

29.0 Applicable law

The contract shall be interpreted in accordance with the laws of the union of India.

30. Notices

- 30.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram/ fax/ cable and confirmed in writing to the address specified for that purpose in the special conditions of contract.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

31.0 Taxes and Duties

The contractor shall be entirely responsible for GST, all taxes, duties, license fees etc. incurred until handing over of the contractor goods and services to the OMFED. All Government fees paid for inspections and approvals by statutory authorities shall be reimbursed by the OMFED on production of copy of treasury Challan for same. Service charges for depositing the govt. fees or submission of requisite forms with the statutory authorities shall be not being admissible.

32.0 Right of use defective Vans

If after handing over of the Vans and within the guarantee and warranty period, the operation or use of the Vans(s) proves to be unsatisfactory, the OMFED shall have the right to continue to operate or use such Vans until rectifications of defects errors or omissions by repair or partial or complete replacement is made, without interfering with the OMFED'S operation.

33.0 Jurisdiction

For the settlement of any dispute arising out of the contract against this bid, only the courts at Bhubaneswar shall have jurisdiction.

SECTION - IV

TECHNICAL SPECIFICATIONS :

ITEM-I : REFRIGERATED ICE CREAM VAN

- i) Capacity-1500 Ltrs Refrigerated Van Box
- ii) Engine type – BS 6
- iii) Displacement - 2956 CC,
- iv) Max. Power output – 62.5KW @ 2800r/min.
- v) Chassis- TATA /Mahindra / Ashok Layland / Eicher.
- vi) Refrigeration Unit – Carrier / Lloyd / Voltas / Blue Star
- vii) PUF Insulation – Ice make / Lloyd / Blue Star
- viii) AMC: The Annual Maintenance for both Box and refrigeration system shall be effective after one year guarantee period from the date of operation. The bidders are to mention the rate of AMC, period of AMC, Nos of services during the period of AMC, Time duration to attend the emergency calls may be specified.

SPECIFICATION

- i. The dimension of the Van Box should be in confirmation to the rules laid down under the MV rule of Regional Transport Authority, Government of ODISHA.
- ii. Long member and cross member shall be made of rectangular MS tubular structure.
- iii. External panel of the Van Box- Material of Construction GI sheet with minimum 18 gauge thickness.
- iv. Inner panel Material of construction – Stainless steel 304 grade sheet plain minimum thickness 20 gauge.
- v. Floor –The flooring should be stainless steel 304 grade 18 gauge with aluminum T section or 1” corrugated stainless steel 304 grade sheet.
- vi. Insulation – 125mm PUF
- vii. Compressor-The suitable Refrigeration system should be fitted by you which would ensure to maintain the temperature profile between the range -20⁰ C to -25⁰C with the products of full capacity. The design shall be made considering the ambient temperature of 50⁰C.
- viii. The Van Box should have adequate provision for charging the system with single phase power supply.
- ix. The refrigeration unit should bring down the temperature from 35⁰C C to – 20⁰C in two hours inside the chamber and rise in temperature over two hours without operation of the Refrigeration unit should be 5⁰C maximum.

Other Specifications for both Refrigerated/Insulated Van

- i) The door of the Van Box should be at back side of required size for loading and unloading with locking arrangement.
- ii) The successful bidder should inform for pre-dispatch inspection well in advance.
- iii) The chassis of Refrigerated Ice-Cream Vans shall be purchased in the name of Managing Director, OMFED D/2- Sahid Nagar, Bhubaneswar-7, with temporary Registration No.

N:B: The vehicles shall be inspected by a technical team of OMFED at the time of delivery.

TERMS & CONDITIONS FOR ANNUAL MAINTAINANCE CONTRACT:

1. The AMC shall be for a period of three years after expiry of the warranty period.
2. The authorized service person shall attend the vehicle quarterly and shall clean / replace the Air filter, diesel oil filter, the lube oil etc. as per recommendation in the users' manual.
3. The service person shall suggest the list of essential spare parts along with price break up for supply, labour charges and taxes as applicable.
4. Besides, the service person shall visit two more times if any requirement arises i.e. at the time of any breakdown; beyond the quarterly visit.

SECTION - V
SCHEDULE OF QUANTITY

Sl. No	Items	Capacity	Specification	Qty (in No.) Required	Locaton
01	Refrigerated Ice-Cream Van Box combined with Chassis, driver's cabin and Refrigerated body.	1500 Liters	Chassis- TATA/Mahindra /Ashok Leyland / Eicher	03 No	Bhubaneswar Dairy

Signature:

Seal:

Date:

Section VI

COMMERCIAL BID

(The rate should be quoted in the prescribed box against each item separately)

Sl. No	Name of the item	Technical specification	Make	Quantity	Unit Rate (Rs.)			Total Amount (Rs.)
					Rate (Rs.)	GST (Rs.)	Total (Rs.)	
01	Refrigerated Ice-Cream Van complete with chassis, driver's cabin and Refrigerated body	1500 Ltr Capacity	Chassis-TATA/ Mahindra /Ashok Leyland / Eicher	03nos				
02	AMC for 03 years after expiry of warranty period							
	Total							
Rupees-----								

Signature:

Seal:

Date:

SECTION –VII

Form of Agreement On Non-Judicial Stamp paper of Rs.100/-

THIS AGREEMENT is made and executed on the day of _____
20_____

Between the ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., a body corporate under the ORISSA CO-OPERATIVE SOCIETIES ACT and having its registered office at Saheed Nagar, Bhubaneswar - 751007 (herein after referred to as OMFED which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the OMFED) of the ONE PART and

(Herein after referred to as the contractor which expression shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the contractor) of the OTHER PART.

WHEREAS the OMFED is desirous that certain works should be executed, viz

And has by letter of acceptance Dated _____, accepted a bid by the contractor for the supply of such goods and services, performance trial run & guaranteeing such works, **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.
 - 2.0 The following documents shall be deemed to form and be read as construed as part of this agreement, viz
 - i) This Form of Agreement
 - ii) This Letter of Acceptance
 - iii) The said bid, Appendix and the price Schedule Thereof
 - iv) The Technical Specifications
 - v) The Schedule of Quantities
 - vi) The Schedule of Supplementary Information
 - vii) General Conditions of Contract
 - viii) Form of Bank Guarantees
 - 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one, another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.
 - 3.0 In the consideration of the payment to be made by the OMFED to the Contractor as herein after mentioned, the Contractor hereby covenants with the OMFED to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
- * The bidder shall not fill up this form.**
- 4.0 The OMFED shall hereby covenants to pay the Contractor in consideration of the execution, completion and guaranteeing of the works the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common seals to be hereunto affix the day, month and year first above written.

Signed, sealed and delivered for
And on behalf of the within
named OMFED by the hands of its
Authorised signatory.

Authorised Signatory

ORISSA STATE CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

Signed, sealed and delivered for
And on behalf of the within
Named Contractor, the other part.

Authorised Signatory

CONTRACTOR

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

SECTION-VIII

ACCEPTABLE FORM OF BANK GUARANTEE

Proforma of Bank Guarantee for Bid Security On Non-Judicial Stamp Paper of Rs.60/-

Bank Guarantee no. _____

Date: _____

This deed of guarantee made this _____ day of 20____ (Two thousand and _____) by (Name and address of the Bank), hereinafter referred to as the Bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD. (hereinafter referred to as the OMFED) which expression shall be unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

Whereas the OMFED has invited bids for the supply & trial run and guaranteeing of the proposed _____ by the tender notice reference no. _____ .

AND WHEREAS M/S _____ (Name and the address of the bidders) who having submitted their bids (hereinafter referred to as the Tender) and have agreed to deposit to the OMFED an amount indicated in the tender notice as per the terms and conditions of the bidding documents. AND WHEREAS the OMFED is also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of bid security required to be deposited by the bidder to the OMFED which guarantee shall be kept valid for 120 days after the day of the opening of the bids.

In consideration of the OMFED having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of bid security and against this Bank guarantee, we (name and the address of the Bank) hereby undertake and guarantee to make payment to the OMFED the amount of bid security or any part thereof not deposited by the bidder to the OMFED at any time (time being the essence of the Contract) when the OMFED asks for the same as per the terms and conditions of the bidding documents within 120 days from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs.----- (Rupees-----only) provided always that any indulgence or forbearance on the part of the OMFED to the said bidder. With or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defense by the Bank against the OMFED.

In case the OMFED puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank Guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the OMFED in its bidding document and payment will be made to the

OMFED without raising any disputes regarding the reasons for such failures on the part of the bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the OMFED with or without the consent of the Bank or any alternations in the obligations of the parties or by an indulgence, forbearance shown by the OMFED to the bidder. This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereafter possess against the bidder and the OMFED shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

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

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

The guarantee shall remain in force until-----and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the OMFED under this guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to Rs. ----- (Rupees----- only) being the amount of the Bid security and it shall remain in force until-----.

Place

Signature

Seal

Code no.

Note: Bidders should ensure that the seal and code no. of signatory is put by the Bankers, before submission of the Bank guarantees.

**Proforma of bank guarantee for Performance security On Non-judicial
Stamp Paper of Rs.60/-**

Bank Guarantee No. _____

Date: _____

This deed of guarantee made this _____ day of 20 _____ (Two thousand and _____) by (Name and address of the bank) hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD. (hereinafter referred as to the OMFED) which expression shall unless repugnant to the context or meaning thereof includes its legal representatives, successors and assigns .

Whereas the ORISSA STATE MILK CO-OPERATIVE PRODUCERS' FEDERATION LTD. has awarded a contract bearing No. _____ on M/s _____ (Name and the address of the party) hereinafter referred to as the Contractor, for the supply and the guaranteeing of _____

And whereas the Contractor has agreed to submit a performance security in the form of bank guarantee to the OMFED as per the terms and conditions of the bidding documents. And the contract which will be kept valid upto _____ calendar months from the date of bank guarantees (the period should be till end of period of maintenance) and whereas the bank and its duly constituted agent and officer has already read and understood the contract between the OMFED and the Contractor.

In consideration of the OMFED having agreed to award the contract on the Contractor, we _____ (the bank) do hereby guarantee, undertake, promise and agree with the OMFED , its legal representatives, successors, and assigns that the within named (the name of the Contractor) their legal representatives , assignees will faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in manner therein provided , do all obligations there under and we further undertake and guarantee to make the payment to the OMFED a sum of Rs _____ (Rupees _____ only). Being 10% of the contract value ,in case the Contractor , their legal representatives, assignees do not faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time and in manner therein provided and do not willfully and promptly do all obligations there under. In case the Contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equivalent to 10% of the contract value from the Contractor and the demand made by the OMFED itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the contract and neither the Contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

We, (the name of the bank), do hereby undertake to pay an amount equivalent to 10% of the contract value, being the amount due and payable under this guarantee. Without any demur, merely on a demand from OMFED stating that the amount claimed is due by way of Non-performance of the contractual obligations as aforesaid by the contractor or by the reason of the contractor's failure to perform the said contractual commitments, any such demand made on the banks 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 amount equal to 10% of the contract value.

We, the bank further agree that the performance security herein contained shall remain in full force and effect for a period of _____ calendar months from the date of the bank guarantee. (the period shall be till the end of period of maintenance) whichever is later or till the OMFED certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the OMFED on or before _____ (the date shall be 90 days after the end of the period of maintenance) we shall be discharged from all liabilities under this performance security hereafter.

We, the bank, further agree with the OMFED that the OMFED 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 bidding document and the contract or to extend the time of performance by the said Contractor from time to time and any of the power exercisable by the OMFED against the Contractor and forbear or enforce any of the terms and conditions relating to the said bidding document and the contract and we shall not be relieved from or liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the OMFED to the said Contractor by any such matter or thing whatsoever which under the law relating to the 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 OMFED may have or hereafter possess in respect of the works executed or intended to be executed and the OMFED shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the OMFED may be entitled to receive or have a claim upon and the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the OMFED on serving us with a notice, 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.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give full effects to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above Rs. _____ (Rupees _____ Only). The guarantee shall remain in force until _____ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date (the date of expiry) all rights of the OMFED under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Place
Date

Signature
Seal
Code no.

Note: The Contractor should ensure that seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees.

Proforma of Bank guarantee for advance payments

On Non judicial stamp paper of Rs 40/-

In consideration of the ORISSA STATE CO-OP. MILK PRODUCERS' FEDN. LTD. (hereinafter called "the OMFED") having regard to grant advance of Rs. _____

(Rupees _____) to M/s _____

Having their office at _____

Hereinafter called "the said contractor") under the terms and conditions of the purchase Order No. _____ Dated _____ made between the OMFED and M/S.

_____ for supply, trial-run and guaranteeing of _____

(Hereinafter called the " the order") on production of bank guarantee for Rs. _____

(Rupees _____ only), We (the bank) do hereby undertake to pay the OMFED an amount not exceeding Rs. _____ (Rupees _____ only) against any loss/damage caused to or suffered by the OMFED by reason of any breach by the said contractor of any of the conditions contained in the order.

We, (the bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the OMFED stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OMFED by reasons of any breach by the said contractor of any of the terms and conditions contained in the order or by reasons of the contractor's failure to perform the said order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee and shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We, _____ (the bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall be continue to be enforceable till all the dues of the OMFED, under, or by virtue of the said order have been fully paid and it's claims satisfied or discharged or till OMFED certifies that the terms and conditions of the said order have been fully and properly carried by the said contractor and accordingly discharge the guarantee and unless a demand or a claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ (the Bank), further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary in any of the terms and conditions of the said order, to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the OMFED against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the OMFED or any indulgence by the OMFED to the said Contractor or any such matter or thing whatsoever Which under the law relating to the sureties would but for this provision have effect of so relieving us.

We, _____ (the bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing.

Notwithstanding anything stated herein above the liability of the bank Guarantee is restricted to Rs. _____ (Rupees _____ Only). The guarantee shall remain in force till the _____ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the OMFED under the guarantee shall cease and the bank shall cease and the bank shall be released and discharged from the liabilities hereunder.

Place

Signature

Date

Seal

Code no.

Note

Note: Contractor should ensure that seal and code no. of the signatory is put by the bankers, before the submission of the bank guarantees.

SECTION --IX
MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To
Orissa State Co-op. Milk Producers Federation. Ltd.
D-2, Saheed Nagar
Bhubaneswar-751001
ORISSA, INDIA

Dear Sir,

Sub: Tender Ref. No. _____

We _____ an established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of agents) to bid, negotiate and conclude the contract with you against Tender notice Ref. No. _____ for the above goods manufactured by us.

No company or firm or individual other than M/s _____, located at _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific Tender Notice.

We hereby extend our full guarantee and warranty as per the General conditions of contract for the goods offered for supply against this Tender notice by the above firm.

Yours faithfully,

(NAME)

For and on behalf of M/s.
(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

SECTION - X
TECHNICAL DEVIATION STATEMENT FORM

The following are the particulars of deviations from the requirements of the tender specifications.

CLAUSE	DEVIATION	REMARKS (Including justification)
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Dated- _____ Signature and seal of the
Manufacturer / Bidder

Note:

- (1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".
- (2) 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 the statement.

SECTION - XI

UNDERTAKING

I/WE SHRI.....

PROPRIETOR / PARTNER / AUTHORISED REPRESENTATIVE OF

M/S.....

DECLARE THAT I/WE HAVE READ AND UNDERSTOOD THE ABOVE GUIDELINES,
TERMS AND CONDITIONS AND SUBMITTED OUR RATES AND QUANTITIES
ACCORDINGLY. I/WE DO HEREBY AGREE TO ABIDE BY THE TERMS AND
CONDITIONS STIPULATED BY THE FEDERATION.

DATE:

SIGNATURE:

NAME:

NAME OF THE FIRM:

ADDRESS:

SECTION - XII

CHECK LIST FOR TERMS AND CONDITIONS

(Documents submitted along with Technical Bid should be tick marked)

Sl. No	List of Documents required for Technical Bid	Information	Tick Mark
01	Tender cost Fee of Rs 11,200/- (Non- refundable)		
02	EMD i.e. Rs.1,20,000/-.		
03	Audited Financial statement for FY 2016-17 to 2018-19		
04	I.T return for last 03 Years i.e. FY 2016-17 to 2018-19		
05	PAN No(Photo Copy To Be Attached)		
06	GST Registration Certificate		
07	Banker's detail of bidders along with a cancelled cheque		
08	GST return (GSTR – I & GSTR – 3B) from April 2019 to October 2019.		
09	Registration certificate of the Company/ Firm		
10	Authorization letter from Original Manufacturers		
11	Client list		
12	Performance certificate given by the existing clients during last three years		
13	Experience during last three years		
14.	Service/Maintenance/replacement capability		
15	Sale and Support service capability		
16	Compliance Sheet of the Technical specification of the item		
17	Printed literature of the Item for which Tender being offered		
18	Previous Purchase order of other organization during last three years		
19	Self declaration of not black-listed any where in India		
20	Whether all the documents are properly signed with seal		
21	Whether Envelope 'Technical bid' and 'commercial bid' properly written.		
22	Whether the main envelope containing 'Technical bid ' & "Commercial bid ' properly sealed /signed and properly super scribed.		
23	Certificate by the farm that they have quoted the lowest rate		

SECTION - XIII

POINTS BIDDERS SHOULD BEAR IN MIND

- I. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER CONDITIONS MAY BE REJECTED.
- II. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED.
- III. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- IV. BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- V. CORRECTIONS IN THE BID SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS.
- VI. NEGLIGENCE OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- VII. SPECIFICATIONS, CONDITIONS, SCHEDULES AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- VIII. ALL THE BIDS ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE SHOULD BE IN ENGLISH ONLY.
- IX. BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE SYSTEM AND COMPONENTS UNDER TROPICAL CONDITIONS.
- X. BIDS SHOULD BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF 90 DAYS FROM THE DAY BIDS ARE OPENED.
- XI. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- XII. ALL BIDDERS ARE URGED TO SUBMIT PROMPTLY WRITTEN REQUESTS ON MATTERS WHERE CLARIFICATIONS OR ADDITIONAL INFORMATION ARE DESIRED, NOT LATER THAN SEVEN DAYS BEFORE BIDS ARE DUE TO OPENING. NO EXTENSION IN DUE DATE OF SUBMISSION OF BIDS WILL BE ALLOWED ON THIS GROUND.
- XIII. ALL THE BIDDERS SHOULD QUOTE FOR THE ITEMS AS PER THE SPECIFICATIONS AND DETAILS GIVEN IN THIS BIDDING DOCUMENT ONLY. IN CASE, ALTERNATIVE DESIGNS ETC. ARE TO BE OFFERED BY THE BIDDERS, THEY MAY DO SO BUT THIS SHOULD BE STATED SEPARATELY IN THE OFFER. ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED RESERVES ITS RIGHT TO ACCEPT OR REJECT SUCH ALTERNATIVE OFFERS, WITHOUT ASSIGNING ANY REASONS THEREOF TO THE BIDDERS.
- XIV. MANAGING DIRECTOR, ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD. RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLNATION TO BIDDERS.
