



## **TENDER DOCUMENT**

**FOR SUPPLY OF LIQUIFIED PETROLEUM GAS (LPG) CONFIRMING TO BIS SPECIFICATION IN MINIMUM 47.5 KG GAS CYLINDER OR HIGHER CAPACITY CYLINDER AT THE SUPPLIER'S GAS STATION (SGS) IN 5LLPD OMFED DAIRY PLANT AT ARILO-GOVINDPUR, BARANGTAHASIL, DIST-CUTTACK, ODISHA**



**THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.**

**D-2, SAHID NAGAR, BHUBANESWAR**

**August- 2021**

**Cost Rs. 1000+ 12% GST**



**The Orissa State Cooperative Milk Producers' Federation**  
**Ltd.,D-2, Sahid Nagar, Bhubaneswar-751007.**  
**Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273.**  
**E-mail : [omfed@yahoo.com](mailto:omfed@yahoo.com) Website: [www.omfed.com](http://www.omfed.com)**

## **NOTICE INVITING TENDER**

OMFED invites sealed tender from experienced, reputed technically and financially Sound bidders at web site <http://omfed.com> for "Supply of Liquefied Petroleum Gas (LPG) in minimum 47.5 Kg Gas Cylinder or Higher Capacity cylinder at the supplier Gas Station ( SGS)" at premises of New Dairy Plant 5 LLPD, of OMFED. Interested bidders may download the Tender Document from OMFED web site [www.omfed.com](http://www.omfed.com) & submit their sealed offer in separate envelopes with complete technical details. The tender cost of Rs.1,000/- + 12% GST , should reach at the above addressed office latest by 14/09/2021 up to 11.00 hours. The sealed offers shall be opened on the same day at 15.00 hours in presence of interested bidders. For details please visit OMFED website [www.omfed.com](http://www.omfed.com).

The corrigendum, if required, shall only be published in OMFED website but not in any other media/news papers.

OMFED reserves the right to accept or reject any or all the tender documents or part thereof without assigning any reason thereof.

**Managing Director**



**The Odisha State Cooperative Milk Producers' Federation Ltd.,D-2, Sahid Nagar, Bhubaneswar-751007.**

**Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273.**

**Fax : 0674-2540974**

**E-mail : [omfed@yahoo.com](mailto:omfed@yahoo.com) Website: [www.omfed.com](http://www.omfed.com)**

## DETAILS

Tender for	Supply of Liquefied Petroleum Gas (LPG) in 47.5 Kg Gas Cylinder or higher capacity.
Reference No.	184/5 LLPD/NDP/LPG
Cost of Tender Form	Rs. 1000/- + 12% GST
Schedule – I	Eligibility Criteria
Schedule – II	General terms and Conditions
Schedule – III	General Criteria
Schedule - IV	Scope of work
Schedule-V	Rate submission format
Schedule-VI	Technical Details
Last date and time for submission of tender document	<b>Dtd.14/09/2021 till 11.00 hours.</b>
Date & Time for opening of Tender	<b>Dtd.14/09/2021 till 15.00 hours.</b>
Envelop – A	Technical documents to be submitted.
Envelop – B	Financial bid to be submitted.
Address for communication	Managing Director Orissa State Cooperative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar – 751 007. (Odisha)

**Managing Director**

**The Orissa State Cooperative Milk Producers' Federation  
Ltd., D-2, Sahid Nagar, Bhubaneswar-751007.**

**SCHEDULE – I**

**ELIGIBILITY CRITERIA OF BIDDER**

1. The bidder should from Oil Sector PSU (GOI)
2. Contact Address of the Company
3. Certificate of PAN /TAN & GSTN.
4. Declaration for U/S 194Q -TDS
5. Credential in support of development of infrastructure for **Suppliers Gas Station (SGS)**
6. Credential in support of supply of LPG in industrial set up (minimum 2 Nos) for at least 3 years' experience.
7. Copies of draft agreement if required to be executed
8. Willing to supply for LPG gas as per notification w.r.t. ruling price of LPG as on **dt.01.08.2021**
9. They should have their own Bank account (in the name of the Firm/Agency)
10. The account of the Firm should have audited balance sheet for consecutive 03 years i.e. for the year 2017-18, 2018-19 & 2019-20.
11. The Firm /Agency should have updated IT Returns for the year 2017-18, 2018-19 & 2019-20.
12. The bidder should not have unsatisfactory performance past track record in Omfed.
13. Bidders should have valid license with minimum 03 years of experience & professionally competent service.

## **SCHEDULE – II**

### **General Terms & Conditions for 5 LLPD PLANT ( OMFED)**

1. The LPG Gas Bank should comply with the statutory requirements and should be in-line with IS:6044 (1).
2. The installation should have "Advance Gas Management System" facility with Auto Changeover and Leak detection.
3. The supplier should be able to supply the materials within 4 hrs. of indents placed.
4. The Supplier must have at least 03 experience of installation of LPG facility and serving the industries.
5. Supplier should be able to make all investments as per scope of bidders (Annexure 1) required for LPG infrastructure at Dairy Plant.
6. Development of SGS infrastructure (up & down stream), management and maintenance round the clock throughout the contract period will be at the cost of the supplier.
7. Day to day operation of the SGS is under the scope of OMFED. However, required training shall be provided by the supplier.
8. The bids shall be evaluated & finalized on the basis of lowest rate offered in Financial bid, which shall be applicable throughout the tenure of the contract period.
9. The supplier shall ensure to supply LPG ever beyond the committed volume of supply as and when required.
10. The supplier shall provide the notification towards the ruling price of LPG regularly and time to time.
11. Bidder should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened.
12. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest money deposit or tie up with other transactions towards Earnest Money Deposit will not be considered at all.
13. OMFED reserves the right to accept any tender in whole or in part and rejects any or all tenders without assigning any reason. OMFED is not bound to accept the lowest tender and reserve the right to accept one or more tenders in part. The decision of OMFED in this connection will be final.

14. In case of unsatisfactory performance of the successful bidder, failure to adhere to prescribed norms or misbehavior with employees of OMFED and associates etc., OMFED reserves its right to cancel part or whole of the contract or to deduct such amounts as OMFED may deem reasonable due to the loss of goodwill, business, or material from the security deposit. In such a case, OMFED also reserves its right to get balance portion of the job executed through other means at the entire risk and cost of the successful bidder.
15. The successful bidder shall hold OMFED harmless and indemnified from and against all claims, charge and cost for which OMFED may be held liable under the Workmen' Compensation Act / ESIC (whichever is applicable) and or under any other Act which is prevailing in the Odisha State Government and amendments thereof and expenses which OMFED may be made to bear by them in respect of injuries to the servants and employees of OMFED, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the successful bidder his agents or his employees in carrying out the job.
16. Wherever any dispute regarding the jobs in day to day operations arises, the decision of the Plant Manager/ Manager (Dairy Operation) in writing shall be final and binding on the successful bidder.
17. In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

### **SCHEDULE – III**

#### **( GENERAL CRITERIA )**

#### **Dispute, arbitration & final authority.**

##### **1. Bid Rejection Criteria**

- A bid may be rejected if
- i. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
  - ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
  - iii. Conflict of interest between the bidder and the OMFED is detected at any stage.

## **2. Disputes:**

- a. The Federation and the bidder shall make every effort to resolve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, OMFED will be final & binding in case the disagreement or dispute is not resolved by mutual negotiation.
- b. Legal dispute if any, concerning to this supply shall be subject to such courts as Exercising civil Jurisdiction over Bhubaneswar.

## **3. Contract period for supply of LPG:**

Period of Contract is initially for Three year from the date of award/agreement, but the contract may be renewed for two more years, if the performance is satisfactory.

## **4. Insurance coverage:**

The SUPPLIER shall take adequate insurance coverage for the LPG transported from its filling facilities up to the OMFED's premises. The SUPPLIER shall also take adequate insurance cover for its SGS lying in the premises of the OMFED. The OMFED shall take proper and adequate, insurance coverage for its premises and its assets and facilities in the premises, including third party liability and public liability. Risk of the LPG will pass to the OMFED on delivery of the LPG at the premises of the OMFED. Nothing contained in this clause shall relieve the OMFED of its obligations, responsibilities and liabilities under applicable laws, rules and regulations with respect to taking adequate insurance coverage.

## **5. Completion period for SGS:**

Within 2 months from the date of issuance of letter of intent.

## **6. Termination of the contract:**

(a) If the OMFED wishes to terminate this agreement before expiry of the period of agreement, it shall serve a 6 (six) months prior written notice on the SUPPLIER and the OMFED shall also be liable to pay compensation to the SUPPLIER depending upon the time of termination as stated below:-

- i) Till completion of 1st year of contract: 80% returned on original invoice.
- ii) From 2<sup>nd</sup> Year of contract: 50% returned on original invoice.
- iii) From 3<sup>rd</sup> year of contract: 30% returned on original invoice.

For the purpose of above calculation full year shall be considered. Apart from the above compensation, the OMFED shall also make all the payments payable to the SUPPLIER and clear all dues under this agreement.

(b) On successful completion of this Agreement, either the agreement can be extended further with mutually agreed terms & conditions or all the above Facilities (SGS) will be taken back by the SUPPLIER.

(c) The SUPPLIER may also terminate this agreement by serving an advance written notice of 6 months on the OMFED, intimating its intention to do so.

(d) Either party may terminate this Agreement forthwith by notice to the other party on a special circumstance, if the other party-

(i) Makes any arrangement or composition with its creditors; or

(ii) Is the subject of winding up order; or

(iii) Goes into liquidation either voluntarily or otherwise (other than for the purpose of amalgamation or reconstruction); or

(iv) Has a receiver for all or any part of its assets; or

(v) Becomes insolvent or ceases to pay its debts when they fall due

(e) The actual cost of the dismantling, removal and transportation of the SGS from the premises of the OMFED to the facilities of the SUPPLIER shall be borne by the SUPPLIER, irrespective of the reasons for termination.

(f) A Termination Notice has to be in writing delivered either in person and on due acknowledgement obtained or sent by Registered Post with 'Acknowledgement Due' to the respective addresses of the parties mentioned in this Agreement. The Notice by Registered Post Acknowledgement Due is deemed to have been served even when it comes back with the postal endorsement as 'Not Claimed', 'Addressee Not Found' or the like.

(g) The work order is liable to be cancelled if the development of infrastructure for SGS is not started within a period of one month from the date of issue of work order.

(h) The work order is liable to be cancelled if the SGS facility is not created within the stipulated time frame.

(i) The work order is liable to be terminated before the expiry period in case of irregular supply and mismanagement against one month written notice to the supplier.

#### **SCHEDULE – IV**

### **Scope of work**

1. The supplier shall install LPG Infrastructure (Multi Cylinder Installation), confirming to IS specification as applicable, the complete system of cylinder manifolds with LOT valve installation which includes 120 no's to 160 no's of 47.5 kg or higher capacity LPG cylinders, regulators, pigtails, primary piping, primary pressure regulator systems, Vaporizer, LPG Burners and Gas Train etc along with other associated services collectively referred to as the ( Supplier Gas System "SGS") at the dairy plant of OMFED situated at Arilo-Govindpur, mouza- Barang, Cuttack at



the cost of the supplier. Supplier has to ensure complete design criteria as per actual requirement at site.

2. Supplier had to decide the gas bank size as an operative and stand by suitable for existing 08 MTPH boilers or upto 08 MTPH.
3. The LPG infrastructure as stated above has to be developed as per the design of the supplier. The tentative scope of work w.r.t. SGS facility is detailed out at Annexure – I for ready reference. Civil platform & structure for road crossing is under scope of the supplier.
4. The supplier shall supply LPG conforming to BIS specification as applicable and assure the consistency in quantity and quality of LPG supplied during entire tenure of the agreement through the SGS.
5. The supplier shall care of transportation of the cylinders from their bottling plant to customers' premises, handling, loading and unloading at customer's factory and take refund of the empty gas cylinder to their bottling plant at his own cost.
6. Safety equipment's like fire extinguishers and rubber mat at the SGS shall be provided by the supplier.
7. The supplier shall be responsible for round the clock operation & maintenance of the LPG / SGS facilities through dedicated and trained manpower throughout the contract period.
8. The supplier shall obtain statutory approvals as required under various regulations of state / central Govt.
9. All the civil work including construction of shed, land development etc. shall be undertaken by the supplier over the land provided by OMFED.
10. Detail drawing as per statutory rules is to be provided by the bidder.

**Price Bid**

- Since the price of LPG changes periodically, we shall take the benchmark price of LPG from <https://hindustanpetroleum.com/IndustrialAndCommercialLPG> The 19Kg Net Delivered cylinder price mentioned in this site for Bhubaneswar market will be divided by 19 and the resulting figure will be considered as the benchmark per kg LPG price. In case there is any variation in the price mentioned on the said site, actual per Kg. MRP rate of Net delivered HPCL Gas will be considered as benchmark price. This benchmark price will change whenever there is a change in the MRP of 19Kg. Net delivered price of HPCL Gas cylinder.
- The bidder will be required to quote the following:
  1. Discount provided on the benchmark price per kg. LPG (as mentioned above). This discount will be constant throughout the period of contract. This discount should be inclusive of freight, insurance and any other costs involved in delivering the cylinders
  2. Security Deposit required per cylinder
  3. Cylinder handling Charge per cylinder
- If at any time during the contract, the final price per kg. of LPG is more than benchmark price
  - Discount, the contractor will be debited for the differential amount.

**Signature of Bidder**

**SCHEDULE - V**  
**(RATES SHOULD BE SUBMITTED IN THIS  
FORMAT) FINANCIAL BID**

**Price bid to be filled by bidder as per LPG RATE on Dated  
01.08.2021**

Sl.No	Description	Estimated quantity	UOM	Unit Rate (Rs/Kg)	GST %	Total Value(Rs.)
1.	Supply of Liquefied Petroleum Gas in 47.5 Kg capacity Cylinder or higher capacity cylinder as per LPG rate in the month of August-2021	75,000	Kg			
2	Freight		Per cylinder			
3	Discount on Benchmark price		Rs.			
4.	Security deposit required per Cylinder		Rs.			
5.	Cylinder Handling Charge per cylinder		Rs.			
6.	Total Amount in numeric value (Rupees):					
7.	Grand Total Amount in Words (Rupees):					

Signature of Bidder with seal

**DECLARATION**

1. I, \_\_\_\_\_ Son/ Daughter/Wife of Shri \_\_\_\_\_, Proprietor/Director/authorized signatory of M/s. \_\_\_\_\_ as mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Bidder  
Name:  
Seal :

Date :  
Place:

**SCHEDULE - VI**  
**APPLICATION – TECHNICAL BID**

1. Name of Tendering Contractor : \_\_\_\_\_
2. Cost of Tender Paper : Rs. (Original D/D or M/R is to be enclosed.)
3. Name of Proprietor / Partner / Director : \_\_\_\_\_
4. Full Address of Registered Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
5. Full address of Operating / Branch : \_\_\_\_\_ Office.  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-mail Address : \_\_\_\_\_
6. Name & telephone no. of Authorized
7. / person to liaise with Unit(s) : \_\_\_\_\_
8. PAN / GIR No. : \_\_\_\_\_ (Attach attested copy)
9. GST Registration No. : \_\_\_\_\_ (Attach attested copy)
10. Financial turnover of the bidders for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2017-18		
2018-19		
2019-20		

11. Performance/ experience (Minimum 3 Year essential)  
Copy of certificate enclosed) : \_\_\_\_\_
12. Additional information, if any: (Attach separate sheet if required)

**Signature of Bidder**

Name:

Seal:

Date

Place:

**DETAILED SCOPE OF WORK OF THE SUPPLIER (SGS)**

<b>Sl No.</b>	<b>Activity</b>
1	Supply, transportation, unloading and erection of cylinder manifold system comprising of the following items (off stream)
	a. Piping with necessary flanges, fittings, bends etc.
	b. Isolation Ball Valves, NRVs, TRVs, Strainer etc.
	c. Cylinder pigtails hoses
	d. CV adapter / withdrawal adapters
	e. High pressure regulator 1 <sup>st</sup> stage (with standby)
	f. Pressure Gauges
	g. Vaporisers (only for Lot)
2	2 <sup>nd</sup> stage regulator
3	Secondary piping
4	Burner system controls and gas train
5	Conversion of burner assembly, pipeline / fitting in the downstream up to utility point
6	Installation of flow meter in the downstream for monitoring of fuel consumption and energy audit
7	Safety Boards, Fire Buckets, fire extinguishers and Rubber mat
8	Statutory approval of SGS as per rules framed under State / Central Govt. Regulation
9	Operation, Maintenance, management of SGS round the clock throughout the control period
10	Watch & ward duty of SGS round the clock
11	Construction of shed and fencing of the cylinder manifold system over the land allotted by OMFED

Signature of Bidder

## **Technical Specification of Steam Raising Plant (BOILER)**

Make - Heatex

Model - HIL-080-WBO

Quantity - 02 no's

Evaporative Capacity - 8000 Kg/hr

Existing provision for fuel - Light Diesel Oil

(The supplier is advised to visit 5LLPD dairy plant site at Arilo-Govindpur, Barang Tahasil, dist-Cuttack for a field study (if require) prior to submission of bid document)

### **18.HSE Clause**

1.	<b>HSE REQUIREMENTS BY BIDDER.</b>
<u>A</u>	Housekeeping
i	Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.
<u>B</u>	Confined Space
i	Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed As minimum Contractors must ensure the following: a. Confined spaces are kept identified and marked by a sign near the Utilities Section. b. Adequate ventilation is provided c. Adequate emergency provisions are in place d. Appropriate air monitoring is performed to ensure oxygen is above 20%. e. Persons are provided with Confined Space training. f. All necessary equipment and support personnel required to enter a Confined Space is provided.
<u>C</u>	Tools, Equipment & Machinery
i.	The Contractor must ensure that all tools & equipment provided for use during the Work is: a. suitable for its intended use; b. safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available); c. Used only by people who have received adequate information, instruction and training to use the tool or equipment. d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
<u>D</u>	Working at Height
	Any Work undertaken where there is a risk of fall and injury is considered to be

	<p>Working at height.</p> <p>For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.</p>
E	Fall Prevention System :
	Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor Openings.
F	Fall Protection Systems
	<p>Where fall protection systems are used then the Contractor must ensure the following is applied:</p> <ol style="list-style-type: none"> <li>1. Only approved full body harness and two shock-absorbing lanyards are used,</li> <li>2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,</li> <li>3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,</li> <li>4. Lifeline systems must be approved by Owner before use.</li> <li>5. Use of ISI marked industrial helmet at all point of time.</li> </ol>
G	Stairways and Ladders
	<p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> <li>1. Fabricated ladders are prohibited.</li> <li>2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.</li> <li>3. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.</li> <li>4. Ladders will be lowered and securely stored at the end of each workday.</li> <li>5. Ladders shall be maintained free of oil, grease and other slipping hazards</li> <li>6. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.</li> <li>7. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &amp; removed from the Site by end of the day.</li> </ol>
H	Lockout Tag out ("LOTO")
	Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.
I	Barricades
	<p>Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used</p> <p>.Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such Barricading must provide clear visual warning.</p>
J	Compressed Gas Cylinders



	Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any Explosion due to back fire.
K	Electrical Safety
	<p>Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.</p> <p>The below measures will be taken:</p> <ul style="list-style-type: none"> <li>a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.</li> <li>b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.</li> <li>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</li> </ul>
L	Hot Works
	A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be Obtained from OMFED.
M	<p>Trenching Excavating, Drilling and Concreting</p> <p>A Permit to Work must be obtained from OMFED and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.</p> <p>Safe means of access and egress shall be located in trench excavations.</p> <p>Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.</p> <p>Physical barriers shall be placed around or over trenches and excavations.</p> <p>Flashing light barriers shall be provided at night.</p>
N	Environmental Requirements

	<p><b>Waste Management:</b> The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc.) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.</p> <p><b>Spills:</b> The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.</p> <p><b>Emissions:</b> The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.</p>
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**AGREEMENT FOR PROVIDING  
LPG INFRASTRUCTURE AT OMFED PREMISES**

This Agreement made on .....day of \_\_\_\_\_ 2021. at Bhubaneshwar between \_\_\_\_\_ M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, and having its Registered Office at \_\_\_\_\_ and having its marketing Headquarters Office at \_\_\_\_\_ and a Regional Office at \_\_\_\_\_ (Herein after referred to as "SUPPLIER", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors & assigns) of the FIRST PART;

**AND**

**OMFED**, a Dairy Cooperative Society registered under Cooperative Society Act – 1962, and having their Registered Office at D-2, Saheed Nagar, Bhubaneshwar, Odisha (Herein after referred to as "OMFED"/, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors & permitted assigns) of the SECOND PART;

**AND**

\_\_\_\_\_, Gas Distributorship, and having their Registered Office at \_\_\_\_\_ (Herein after referred to as "FACILITATOR"/, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors & permitted assigns) of the THIRD PART;

The SUPPLIER, OMFED and the FACILITATOR shall hereinafter be collectively referred to as "parties" And individually as "party"

**AND WHEREAS**

A. The SUPPLIER is engaged in the integrated Liquefied Petroleum Gas business including import, storage, filling, sales, distribution of bulk Liquefied Petroleum Gas (LPG) and also in cylinders of various capacities under the brand name " " and provision of associated services, in India.

B. The OMFED is involved in the business activity of promoting, production, procurement, processing and marketing of milk & milk products in Odisha and has expressed their interest in procuring LPG from the SUPPLIER together with associated services.

C. The SUPPLIER has submitted a proposal to the OMFED for providing LPG Multi-cylinder Installation (for supply of LPG in cylinders and other associated services). The OMFED has agreed to the same subject to the

following terms and conditions:-

**NOW THIS AGREEMENT WITNESSETH :**

**1. SCOPE OF WORK OF SUPPLIER / OMFED / FACILITATOR:**

(a) The SUPPLIER hereby agrees to install LPG Infrastructure (multi cylinder installation), the complete system of cylinder manifolds with LOT valve installation which includes \_\_\_\_\_ Nos. of 47.5 kg or higher capacity LPG cylinders, regulators, pigtails, primary piping, primary pressure regulator systems, Vaporizer, LPG Burners and Gas Train etc along with other associated services (hereinafter collectively referred to as the **SUPPLIER Gas System "SGS"**) at the facilities of the OMFED situated at OMFED Dairy, At: Arilo-Govindpur, Po.: Godisahi, Baranga Tahasil, Dt.: Cuttack.

(b) On obtaining the Security Deposit specified herein below from the OMFED, the SUPPLIER shall undertake design of the SGS on the basis of data furnished by the OMFED.

(c) The OMFED shall provide adequate space for installation of LPG Infrastructure as per relevant IS Code.

(d) The SUPPLIER shall complete the work of the SGS within 2 months of the signing of the agreement and handing over the site to the SUPPLIER.

(e) The details and specifications of the SGS owned and to be supplied by the SUPPLIER are more fully described in **Annexure - A** to this agreement.

(f) Prior to putting the SGS to actual usage, the SUPPLIER shall test and confirm its proper compliance and also familiarize and train the OMFED about its safe usage.

(g) Scope of Job for FACILITATOR includes transportation and handling of cylinders, collection of payments and inventory management at OMFED's factory. The FACILITATOR will directly uplift the product from SUPPLIER and deliver it at OMFED's Premise. The Invoice will be issued by the FACILITATOR to the OMFED and OMFED shall directly make the payment to the FACILITATOR in advance.

**2. SUPPLY OF LPG:**

(a) The SUPPLIER shall hereby supply LPG conforming to BIS: 4576-1978 specifications and assures the consistency in quality and quantity of LPG supplied during the entire tenure of the agreement to the OMFED Through the SGS.

(b) It is specifically understood that the SUPPLIER is providing the SGS in the premises of the OMFED on the projection given by the OMFED that it would be procuring from SUPPLIER a minimum of \_\_\_\_ MT of LPG per month (see clause 3(b)). As the SUPPLIER will be making' substantial investment in providing the SGS at the OMFED 's- premises, the OMFED agrees to buy LPG ONLY from the SUPPLIER and not from any other source during the tenure of this Agreement (**SOLE SUPPLIER Status**).

(c) LPG will be dispatched in 47.5 kg capacity gas cylinders or higher capacity from the LPG filling facilities of the SUPPLIER to the OMFED in trucks. The OMFED shall place order for LPG sufficiently in advance on the SUPPLIER and also ensure that payments towards cost of LPG, has been made in line with the terms of this agreement. **Refills of cylinders will be supplied by the SUPPLIER strictly on 1 to 1 basis i.e. one filled cylinder will be supplied against one empty cylinder returned by the OMFED.**

(d) The FACILITATOR will take care of transportation of cylinders from SUPPLIER's bottling plant to OMFED's premise and handling, loading and unloading of cylinders at OMFED's factory.

(e) If the OMFED has any discrepancy with regard to the quality or quantity of the LPG supplied, it shall immediately on delivery of the LPG, bring to the notice of the SUPPLIER in writing.

(f) The OMFED shall accept deliveries of LPG during normal business hours or as maybe specified and in such quantities as mutually agreed. The OMFED shall at all times provide safe and suitable facilities and in particular safe and convenient passage for transport of vehicles and related equipment and ancillaries, to enable the SUPPLIER to deliver the LPG without any risk to any person or property. **The OMFED shall not store filled cylinders anywhere in its premises except for those connected to the SGS.**

### 3. **CONSIDERATION FOR LPG & SGS :**

(a) The pricing and monthly price variation of LPG are more fully described in **Annexure - B** to this agreement: The price of LPG will be revised on a monthly basis as per Annexure - B hereto and the revised prices will be applicable from first day of that particular month to the first day of the next month. All the taxes, duties, levies, cess and such other impositions by the Govt. will be borne by the OMFED as applicable at the time of dispatch and as may be made applicable from time to time.

(b) While the OMFED shall endeavor to purchase a minimum of \_\_\_\_\_ **MT** of LPG per year from the SUPPLIER, it commits to purchase a guaranteed minimum quantity of \_\_\_\_\_ **MT** of LPG per month from the Second month of commissioning the SGS. For any shortfall purchase to this

Minimum off - take, OMFED agrees to pay to the SUPPLIER commitment charges @ Rs. \_\_\_\_\_/- (RS. \_\_\_\_\_ only) per MT for such shortfall quantities and the OMFED shall pay the same once in a quarter to the SUPPLIER.

(c) The services to be provided by the SUPPLIER or by the SUPPLIER's authorized agents/LPG distributors to the OMFED towards the maintenance and upkeep of the SGS are more fully described in **Annexure - C** to this agreement. The OMFED shall pay the SGS facility charges of Rs \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) per month to the SUPPLIER. The SGS facility charges will be payable from the second month from the date of completion of the SGS, irrespective of commissioning. If the commissioning happens within two months of completion of the SGS, then the facility charges will become commissioning payable from the date of, calculated on a monthly basis or proportionately thereto if commissioning happens during the intervening period of a month. The SGS facility charges are payable in advance on a monthly basis, within seven days of receipt of the invoice from the SUPPLIER. All relevant taxes, duties, levies, cess etc applicable to the SGS facility charges shall be borne by the OMFED.

(d) It is clearly understood by the OMFED that the SGS facility charges are distinct from the price payable, by the OMFED for LPG supplied. The facility charges will be reviewed in case of addition or deletion (removal of any portion) of the SGS.

(e) The OMFED shall make all payments by way of Demand Draft/ RTGS in favor of the SUPPLIER payable at **Bhubaneshwar** city. In case of non-realization of cheque, an interest @ SBI PLR + 2% per annum from the date of the invoice till the date of payment will be charged to OMFED.

(f) If the OMFED fails to make payments within the stipulated time as per the terms of this agreement. Then he shall be liable to pay interest @ SBI PLR + 1% to the SUPPLIER on the unpaid amount in addition to the dues.

#### **4. TENURE:**

Period of Contract is initially for Three year from the date of Award/Agreement, but the contract may be renewed for two more years, if the performance is satisfactory.

#### **5. SECURITY DEPOSIT:**

As a security for the SGS provided by the SUPPLIER as also for the due performance of various terms and conditions and obligations by the OMFED, the OMFED is supposed to provide the SUPPLIER an absolute, unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank in favor of the SUPPLIER. But OMFED, being a Government of Odisha Enterprise, had requested to waive off this clause of Security Deposit and it is accepted by the supplier. Therefore, SGS and LPG cylinders given to OMFED and lying in the premise of OMFED, are Assets of SUPPLIER and SUPPLIER have

full liberty to take away the SGS and Cylinders from the premise of the CUTOMER.

## **6. STATUTORY COMPLIANCE:**

The OMFED shall abide by all the applicable laws, statutes, rules and regulations as of now and as may be amended or be made applicable in future with respect to the business arrangement entered with the SUPPLIER under this agreement. SUPPLIER will provide the details of relevant applicable guidelines on the same.

## **7. OPERATION OF SGS:**

(a) The OMFED shall take all necessary care and responsibility in ensuring proper and safe operation and functioning of the SGS provided by the SUPPLIER. The OMFED shall upon termination of this Agreement, restore the SGS to the SUPPLIER, in the same condition as it were received from the SUPPLIER, normal wear and tear being excepted. The OMFED is prohibited from shifting, converting, modifying, altering the SGS in any manner whatsoever.

(b) The OMFED shall immediately notify the SUPPLIER of any defect or fault in or damage to the SGS or failure in the performance thereof.

(c) The OMFED shall accept responsibility for the security and safety of the SGS and exercise due diligence for all the properties of SUPPLIER located at the safety area.

## **8. INSPECTION:**

The OMFED shall provide access to the SUPPLIER during normal working hours, of the OMFED, in order to enable the SUPPLIER to carry out the inspection and maintenance and upkeep of the SGS.

## **9. TITLE OF SGS / LPG:**

(a) The OMFED agrees that the SGS given by the SUPPLIER not been not sold to the OMFED but is only given for the purpose of facilitating the LPG utility by the OMFED. The right of ownership over the SGS shall always be with the SUPPLIER only. The OMFED shall not claim ownership / create any lien or charge over the SGS. The OMFED further agrees not to sell, pledge, mortgage, lend or otherwise deal in any manner whatsoever with the SGS or part with possession thereof other than the SUPPLIER. In case of any money recovery proceedings on OMFED, attachment of property and assets of the OMFED by its Bankers/ financial institutions, or by an order of a court or by its creditors or by an official liquidator or by any government authority or any agency acting on behalf of the government under revenue recovery or seizure of assets and property of OMFED, the OMFED agrees to keep such authority(s) duly informed about the SUPPLIER's ownership of the SGS which is lying in its premises and shall take necessary steps to safe guard and protect them from any attachment, seizure or sale proceedings. Simultaneously t h e OMFED shall also inform the SUPPLIER of such proceedings, to enable the, SUPPLIER to remove the SGS from the OMFED's premises.

(b) Notwithstanding anything contained to the contrary in this agreement, the SUPPLIER reserves its right to remove the SGS upon termination of this agreement and the OMFED

shall be obliged to render fullest co-operation in this regard and shall not cause any hindrance to the SUPPLIER.

(c) Title in LPG shall pass from the SUPPLIER to the OMFED when the price of LPG and associated services have been paid in full, until which time, title in LPG shall remain With the SUPPLIER.

#### **10. INSURANCE:**

The SUPPLIER shall take adequate insurance cover for the LPG transported from its filling facilities up to the OMFED's premises. The SUPPLIER shall also take adequate insurance cover for its SGS lying in the premises of the OMFED. The OMFED shall take proper and adequate, insurance cover for its premises and its assets and facilities in the premises, including third party liability and public liability. Risk of the LPG will pass to the OMFED on delivery of the LPG at the premises of the OMFED. Nothing contained in this clause shall relieve the OMFED of its obligations, responsibilities and liabilities under applicable laws, rules and regulations with respect to taking adequate insurance cover.

#### **11. TERMINATION:**

(a) If the OMFED wishes to terminate this agreement before expiry of this agreement, it shall serve a prior written notice of 6 (Six) months on the SUPPLIER and the OMFED shall also be liable to pay compensation to the SUPPLIER depending upon the time of termination as stated below:-

- iv) Till completion of 1st year of contract: 80% returned on original invoice.
- v) From 2<sup>nd</sup> Year of contract: 50% returned on original invoice.
- vi) From 3<sup>rd</sup> year of contract: 30% returned on original invoice.

For the purpose of above calculation full year shall be considered. Apart from the above compensation, the OMFED shall also make all the payments payable to the SUPPLIER and clear all dues under this agreement.

(b) On successful completion of this Agreement, either the agreement can be extended further with mutually agreed terms & conditions or all the above Facilities (SGS) will be taken back by the SUPPLIER

(c) The SUPPLIER may also terminate this agreement by serving an advance written notice of 6 months on the OMFED, intimating its intention to do so.

(d) Either party may terminate this Agreement forthwith by notice to the other party, if the other party:

- (i) Makes any arrangement or composition with its creditors; or
- (ii) Is the subject of winding up order; or
- (iii) Goes into liquidation either voluntarily or otherwise (other than for the purpose of amalgamation or reconstruction); or
- (iv) Has a receiver for all or any part of its assets; or



(v) Becomes insolvent or ceases to pay its debts when they fall due

(e) The actual cost of the dismantling, removal and transportation of the SGS from the premises of the OMFED to the facilities of the SUPPLIER shall be borne by the SUPPLIER, irrespective of the reasons for termination.

(f) A Termination Notice has to be in writing delivered either in person and due acknowledgement obtained or sent by Registered Post with 'Acknowledgement Due' to the respective addresses of the parties mentioned in this Agreement. The Notice by Registered Post Acknowledgement Due is deemed to have been served even when it comes back with the postal endorsement as 'Not Claimed', 'Addressee Not Found' or the like.

## **12. CONSEQUENCES OF TERMINATION:**

(a) Upon termination of this Agreement for any reason whatsoever, the OMFED shall extend all cooperation to the SUPPLIER for entering into the premises of OMFED and in dismantling and removing the SGS from the premises of the OMFED.

(b) The OMFED shall clear all the dues payable to the SUPPLIER within one month of the termination.

## **13. CONFIDENTIALITY:**

The parties here to shall maintain utmost confidentiality of the terms and conditions of this agreement and shall not reveal the same to any other party or parties. This confidentiality shall be valid during the subsistence of this agreement and shall remain effective for a period of 1 year from the date of expiry of this agreement.

## **14. ENTIRE AGREEMENT:**

This Agreement shall be construed as the entire agreement between the parties hereto, and shall supersede all oral/written agreements, if any earlier. Any additions / alterations, modifications etc. to this agreement shall be made in writing and shall be duly signed by the authorized signatories of both the parties.

## **15. FORCE MAJEURE:**

(a) SUPPLIER shall not be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this Agreement on account of events such as rebellion, civil mutiny, commotion, riot, fire explosion, flood, cyclone, strike, lockout, lightening, earthquake, or other Acts of God, or due to restraints or regulation of any State or Central Government or Statutory or Local Authority, ex-proportion or confiscation of property, whereby SUPPLIER is directly affected and after having exhausted all the possibilities to overcome the situation claim the benefits of this clause. SUPPLIER shall formally notify the same in writing and make its best endeavour to resume performing its normal obligations, as soon as possible after cessation of such Force Majeure event.

(b) In the event of a Force Majeure situation affecting SUPPLIER and during its continuance, SUPPLIER shall curtail supply of LPG to Buyers in a chronological order, that is, for LPG supply Agreements entered into after the date of signing of

this Agreement, SUPPLIER would first supply the LPG requirement in this complex and then only supply other Buyers with whom the Agreements were signed for.

(c) The party claiming Force Majeure shall give notice to the other party of any event of Force Majeure as soon as reasonably practicable but not later than Fifteen (15) days after the date on which such party claims Force Majeure.

(d) The Party claiming Force Majeure shall give notice to the other party of the cessation of the relevant event of Force Majeure, as soon as practicable after becoming aware of the same but not later than Fifteen (15) days after such cessation.

#### **16. DISPLAY:**

The OMFED shall enable the SUPPLIER to fix display boards, paint names, erect placards as required at the SGS, which will indicate the SUPPLIER's ownership over the SGS, The OMFED shall ensure that the display boards, placards etc are not removed and are in proper legible condition and in a conspicuous manner. The OMFED shall inform the SUPPLIER if the display boards, placards etc need repainting, maintenance etc.

#### **17. WAIVER:**

Each party agrees that any delay or omission on the part of the other party to excuse any act under this agreement will not automatically operate as waiver of such right and waiver of any right by the other party hereunder on one occasion will not be construed as a bar to or waiver of any right on any other occasion

#### **18. RELATIONSHIP:**

This agreement shall be deemed to on a Principal-to-Principal basis. Nothing contained in this agreement shall be deemed to constitute to one party as the agent of the other party for any reason whatsoever. None of the provisions of this agreement shall be deemed to constitute a partnership hereto.

#### **19. ASSIGNMENT:**

Either party shall not be entitled to transfer or assign partially or entirely any of its rights or obligations under this Agreement to any other party without prior written consent of the other party.

#### **20. ARBITRATION**

a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

- b) The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of SUPPLIER (referred to as owner or SUPPLIER ) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The OMFED/ facilitator shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator
- d) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a OMFED to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re- enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- i) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive Jurisdiction of the Courts situated at Bhubaneswar for all purposes. The Arbitration shall be held at **Bhubaneswar** and conducted in English language.
- j) The Appointing Authority is the Director (Marketing) of SUPPLIER and Arbitrator shall be appointed within 90 days from the date of receipt of notice.

**21. JURISDICTION:**

In the event of any dispute or differences arising out of or in connection with this Agreement between the parties, the same shall be subject to the jurisdiction of the appropriate courts situate within the city of **Bhubaneshwar**, to the exclusion of the jurisdiction of all other courts. The governing law will be the Indian Law.

**22. NOTICE:**

All letters/Communications etc between the parties shall either be sent by registered post, courier, hand delivery and shall be sent at the address mentioned herein below. Each notice, request or communication shall be deemed to be effective against the Party it is addressed to.

(i) if delivered by air courier service, 72 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed, and

(ii) if given by any other means, when actually delivered at the address Specified herein

**If to SUPPLIER**

To

\_\_\_\_\_  
\_\_\_\_\_

**If to OMFED**

To

The Managing Director,  
OMFED,  
D2, Saheed Nagar,  
Bhubaneshwar,  
Odisha

**IN WITNESS WHEREOF THE PARTIES** hereto have signed this agreement as on the day month and year first written here above.

**"The SUPPLIER"**

**"THE FEDERATION"**

**THE ORISSA STATE CO-  
OPERATIVEMILK PRODUCERS'  
FEDERATION LTD, D-2,  
Saheed Nagar Bhubaneswar-  
751 007**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET  
THEIRHANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:**

for and on behalf of

for and on behalf of

"The SUPPLIER"

THE ORISSA STATE COOPERATIVE  
MILK PRODUCERS' FEDERATION  
LTD.

**In the presence of:**

**In the presence of:**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

## **ANNEXURE A**

### **The details and specifications of the SGS owned and supplied by the SUPPLIER**

- \* The complete system of \_\_\_\_\_ size manifold which includes \_\_\_\_\_ No. of **47.5 Kg.** LOT Gas LPG Cylinders or more, adapters, pigtails, primary piping, secondary piping, primary pressure regulator systems, vaporizer etc.
- \* \_\_\_\_\_nos of LPG Burners
- \* Vaporizer of capacity: \_\_\_\_\_ Kg / hr : \_\_\_\_\_ Nos.
- \* LPG Burners : \_\_\_\_\_Nos.
- \* Gas Train : \_\_\_\_\_Nos.

## **ANNEXURE B**

### **PRICING FORMULA & MONTHLY PRICE VARIATION**

The price of LPG covered under this Agreement shall be **SUPPLIER 's** delivered market price for packed LPG calculated basis Import Parity Price and on the basis of the price prevailing at the locations from where the product supply will be drawn from time to time and the same are subject to change. However, the revised rate shall be intimated by **SUPPLIER** through Regional Offices/ **SUPPLIER** LPG Distributors to **M/s. OMFED.** as and when any rate revision takes place.

Our monthly Non Domestic LPG price is linked to the Saudi CP rates (Contract Price for 60% Butane and 40% Propane), which are revised monthly.

Currency Exchange Rates are taken as SBI's TT selling rate as on 1<sup>st</sup> of the month.

The payment for cost of LPG will be made 100% advance from invoice date and for SGS facility charges-Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per month in advance within 7 days of receipt of invoice (Pls. refer Clause no. 3 (e) of this agreement).

**5.5 Billing will be done at a discount of Rs. \_\_\_\_ per KG over the RSP( Refill Selling Price) applicable for Bhubaneswar town for the corresponding month.**

## **ANNEXURE – C**

### **SERVICES TO BE PROVIDED BY SUPPLIER TOWARDS MAINTENANCE & UPKEEP OF THE SGS**

SUPPLIER will carry out the preventive, breakdown and emergency maintenance of the SGS facilities and its accessories, either themselves or through a third party. The preventive maintenance will consist partly or wholly of the following:-

- \* A systematic inspection of the SGS to ascertain its good condition on each inspection.
- \* A periodical check of the SGS facilities during the inspection by competent personnel authorized by SUPPLIER and as required under the regulations in force.
- \* Replacing or repairing of the parts of the SGS found to be defective during the above inspections.
- \* Assistance in training to the personnel of the OMFED for safe LPG practices.

The OMFED will carry out all other maintenance including roads, buildings, fencing, pipelines, fire fighting facilities etc., provided by the OMFED both inside or outside the LPG storage area boundary limit.