



## **TENDER DOCUMENT**

**FOR**

**Positioning, installation, Commissioning of the Dairy Equipment at  
different Dairies of OMFED.**



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

**September -2022**

**Cost Rs.10,000/- +18%GST**

**THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD,**  
**D-2, SAHEED NAGAR, BHUBANESWAR, ORISSA.**

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

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**web site: www.omfed.com**

TENDER FOR:	Positioning, installation, Commissioning of the Dairy Equipment at all Dairies of OMFED.
TENDER REFERENCE	88/DO/SFT/BBSR/22
DATE OF COMMENCEMENT OF DOWNLOADING OF BIDDING DOCUMENT	20/09/2022
LAST DATE FOR DOWNLOADING OF BIDDING DOCUMENT	10.10.2022 UPTO 13:00 Hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS	10.10.2022 UPTO 14:00 Hrs
DATE AND TIME OF OPENING OF BIDS	10.10.2022 AT 15:00 Hrs
PLACE OF OPENING OF BIDS	OFFICE OF THE ORISSA STATE COOP.MILK PRODUCERS FED.LTD. D-2, SAHEED NAGAR, BHUBANESWAR, ODISHA.
ADDRESS FOR COMMUNICATION	THE ORISSA STATE CO- OP. MILK PRODUCERS' FEDERATION. LTD. D-2, SAHEED NAGAR, BHUBANESWAR- ODISHA, INDIA.751007
Contact Person for Inspection	1. Mr. Saumyendra Bhaumik- (General Manager), Bhubaneswar Dairy, Mob No: 7440043849 2. Mr. Mritunjay Kumar (Manager/DO) Mob No:8863009999
Bank Account Details of OMFED for RTGS	Bank Name: Indian Bank Account No: 922440376 IFSC Code: IDIB000K157 Branch Name: Kharvela Nagar

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## SECTION - I



[www.omfed.com](http://www.omfed.com)

The Odisha State Cooperative Milk Producers' Federation Ltd.  
D-2, Sahid Nagar, Bhubaneswar-751 007.  
Ph No- (0674) 2546030/2540273/2540417,  
Fax No (0674) 2540974

### TENDER NOTICE

OMFED invites sealed techno-commercial offers in separate envelope from experienced manufacturers / suppliers of Dairy Equipment's for **Positioning, installation, Commissioning & trial run of the Dairy Equipment at different Dairies of OMFED.**

Tender document can be downloaded from website [www.omfed.com](http://www.omfed.com) from **dt.20.09.2022 to dt.10.10.2022** against payment of **Rs.10, 000/- + 18%GST (or Rs.11, 800/-)** in shape of Demand Draft drawn in favor OMFED drawn on any Nationalized bank payable at Bhubaneswar. The tender document should be duly filled & submitted on due date along with the cost of tender paper and EMD amounting **Rs.2,00,000/-**. The bids shall be received up to **14:00** hours on **10.10.2022** & shall be opened on the same day at **15:00 Hrs** at Omfed Corporate Office, D/2, Saheed Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered.

Bidders are requested to visit OMFED website regularly as any **corrigendum / addendum** may be published in OMFED website and not in any other media/ newspapers.

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

**Managing Director**  
**OMFED**

## **SECTION II**

### **INSTRUCTION TO BIDDERS -:**

#### **1.0 GENERAL INFORMATION:**

The bidders shall go through the terms and conditions and instructions mentioned herein carefully and visit the site for an actual assessment prior to submitting the bids.

The **Two-Part tender** document consists of

**Part-A:** Pre qualifying technical bid.

**Part-B:** Commercial bid with quoted price schedule.

Bidders are to be submitted TWO PART. Both Part-A, Technical bid & Part-B Commercial Bid should be in separate envelope.

A pre-bid meeting shall be conducted on dt.28/09/2022, 11:00AM. Bidders requested to participate in the pre-bid meeting for any clarification regarding bidding document.

#### **DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID(PART-A):**

- Audited profit & loss account statement for the year 2018-19, 2019-20, 2020-21 (Three years).
- Turn over for the financial year 2018-19, 2019-20, 2020-21 (Three years).
- Copy of IT return for the financial year 2018-2019, 2019-20, 2020-21 (Three years).
- GST Number.
- PAN Number.
- Credentials in support of installation & commissioning of said machineries during last five years.
- Documentary evidence to be established in accordance with Clause 9 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- Demand draft towards EMD amounting Rs.2, 00,000/- in favor of OMFED payable at Bhubaneswar.
- Cost of tender paper & EMD in shape of Demand draft in original should be submitted in a separate sealed envelope subscribing tender cost and EMD. EMD exemption if any should also be placed inside the same envelope.

#### **DOCUMENTS TO BE SUBMITTED IN THE COMMERCIAL BID (PART-B):**

- The original bidding document as downloaded from website duly signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- Positioning, Installation / commissioning charges for Dairy Equipment at different Dairies of OMFED.
- The installation rate shall include positioning, installation & commissioning of Dairy Equipment at respective Dairies.

- The bid form and schedule of quantities, provided in the bidding document.

### 1.1 SCOPE OF WORK: -

- Positioning, installation, Commissioning of the above Dairy Equipment at different Dairies of OMFED as mention in the schedule of quantity.

### 1.2 LOCATIONS AND AREA

<b>Name of Dairy</b>	<b>Address</b>	<b>Distance from Bhubanswar (in Km.)</b>
<b>Angul Dairy</b>	Panchamahala, Po-Koradagadia, Dist-Angul, Pin-759132	150
Balasore Dairy	At/Po-Januganja, Via-Remuna, Dist:Balasore, Pin-756003	225
Berhampur Dairy	At/Po-Ankushpur, Near Kukudakhandi, Berhampur, Ganjam	171
Bhawanipatna Dairy	At-Bhangabadhi, Po-Bhawanipatna, Dist:Kalahandi	430
Cattle Field Plant	At- Radhakisorepur, Po-Radhadamodarpur, Dist-Cuttack	40
Dhenkanal Dairy	At:Paikadahikora, Po-Baladia Bandha, Via-Govindpur, Dist:Dhenkanal	60
Jeypore Dairy	At/Po-Umari, Near Jeypore Railway Station, Via-Jeypore, Dist:Koraput	530
Keonjhar Dairy	At:Silisuan, Po-Raisuan, Dist:Keonjhar	380
Rourkela Dairy	At/Po-Luakera, Rourkela-9, Dist:Sundargarh	380
Sambalpur Dairy	At-Godavanga, Po-Kalamati, Via-C.A.Chipilima, Dist-Sambalpur, Pin-768025	350
Salapada Dairy	At/Po-Salapada, `Anandpur, Dist:KeonjharPin-758020	143

### **1.3 Period of Completion**

**For positioning, installation, commissioning & trial run of equipments:** The Plant Manager of respective dairies shall notify the contractor for start of the work. The work should be completed within two months from the date of issue of notice.

### **1.4 IMPORTANT NOTE**

Period of completion of work is very vital for this project. The work has to be carried out strictly as per the work program.

### **2.0 Eligibility and Qualification requirements: -**

2.1 The bidder should have minimum Five years' experience in the related field like installation/Erection & commissioning of dairy equipments.

2.2 Annual Sales turn over should not to be less than 10 lakhs during the financial year 2018-2019,2019-2020,2020-2021.

2.3 The bidder shall furnish documents in accordance to clause no.9 for establishing eligibility

### **3.0 Price basis:**

#### **3.1 For erection/installation, testing, commissioning, trial run & handing over:**

Bidders shall submit separate rates for complete installation, testing and commissioning, including satisfactory performance trial run for 30 days.

Prices quoted towards erection, testing & commissioning of Dairy Equipment should be inclusive of all taxes & duties, insurance and other incidental charges as applicable

### **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) Special Conditions of contract (for Erection works);
- (d) Special Conditions of contract (for Mechanical installation);
- (e) Schedule of quantities;
- (f) Form of Agreement;

- (g) Bid Form;
  - (h) Schedule of Supp. Information;
  - (i) 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 Amendment of Bidding Documents**

- 6.1 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.
- 6.2 The amendment will be notified in the website to all prospective Bidders. The amendment should be attached to the bidding documents.
- 6.3 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.

## **7.0 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.

## **8.0 Bid Prices**

- 8.1 The bidder shall indicate in the schedule of quantities, provided in this document, the unit prices and total Bid prices of Dairy Equipment to be installed, commissioned under the Contract, inclusive of all taxes & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc for the pipelines & fittings required for installation & commissioning of the Dairy Equipment.
- 8.2 Bidders are requested to visit the site for an actual assessment prior to submitting the bids.
- 8.3 It is mandatory on the part of the bidders to quote for all dairies for positioning, erection, commissioning & trial run of the equipments.

## **9.0 Documents Establishing Bidders' Eligibility and Qualifications**

- 9.1 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.
- 9.2 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 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 VII:
    - 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 equipment offered and on those of similar nature within the past 5years and details of current contracts in hand and other commitments;
- iii) Major items of plant and equipments installed at the client's factory premises;
- iv) Qualification and experience of key personnel for successful execution of the contract;
- v) 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;
- vi) Information regarding any current litigation in which the bidder is involved.

#### **10.0 Bid Security (Earnest Money Deposit)**

- 10.1 The Bidder shall furnish, as part of its bid, **bid security of Rs.2, 00,000/-**.
- 10.2 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.10.7.
- 10.3 The bid security shall be in one of the following forms:
  - (a) A Bank guarantee issued by a Nationalized 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 favor of ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., Payable at Bhubaneswar.
- 10.4 Any bid not secured in accordance with Para's. 10.1 and 10.3 shall be rejected by the OMFED as non-responsive.
- 10.5 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.
- 10.6 The successful Bidder's bid security will be discharged upon the bidders executing the agreement.
- 10.7 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

In the case of successful bidder, if the bidder fails to sign the contract.

## **11.0 Period of validity of bids**

- 11.1 Bids shall remain valid for **90 days** from 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.

## **12.0 Signing of Agreement**

Within 15 days of receipt of the notification of award of contract, 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.

## **13.0 Performance Security Deposit**

- 13.1 Within 15 days of receipt of the notification of award of contract from the OMFED, the successful bidder shall furnish the performance security deposit of **Rs.5.00 lakhs (for positioning, erection, commissioning & trial run work)**, either in the form of a Bank guarantee valid for **six months** from the date of award of contract (as per the performance security form provided in the bidding document) or in the form of demand draft drawn in favor of OMFED, payable at Bhubaneswar.
- 13.2 The performance security deposit (PSD) shall be refunded after three months of completion of work without bearing any interest thereon.
- 13.3 The PSD shall be forfeited in case the bidder fails to complete the obligation and leave the work in midway.

## **SECTION -III.**

### **GENERAL CONDITIONS OF CONTRACT**

#### **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 equipment, 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, such as installation, testing, commissioning, performance trial run for 30 days, 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.

#### **3.0 Use of Contract and Information**

- 3.1 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 as far as may be necessary for purposes of such performance.

3.2 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.

3.3 Any document, other than the contract itself, enumerated in Para. 3.1 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.

#### **4. Delivery and documents**

4.1 Delivery of the Ancillary items needed for erection, commissioning & trial run of Dairy/Mechanical Equipment's shall be made by the Contractor for destination by road.

4.2 The following documents shall be provided by the contractor for the ancillary items required for erection, commissioning & trial run of Dairy Equipment.

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) Excise gate pass/octree receipts, wherever applicable, duly sealed indicating payments made
- (iv) E-waybill; and
- (v) 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.

#### **5. Insurance**

##### **5.1 During storage at site:**

The contractor shall arrange for insurance of all items stored/ received at the site including the items of supply covered under this contract& the contractor shall furnish necessary details of such insurance to the OMFED, on demand. Any default on the part of the contractor due to which any item does not get covered under insurance; the consequential losses shall be charged to the contractor.

The contractor shall arrange for insurance of all the items brought by him to the site for use during the execution of the contract, till handing over of the complete job.

##### **5.2 Transportation**

The contractor is required to deliver the ancillary items required for erection & commissioning of Dairy Equipment on 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.

## **6. Incidental services**

6.1 The contractor is required to provide the following services:

- a) Performance of on-site assembly, installation, hooking-up to existing system, Start-up, testing, commissioning, performance trial run for a period of 30 days and handing over of the supplied goods;
- b) Furnishing of tools & tackles required for assembly, installation & commissioning of the shifted equipments;

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

## **7. Terms of payment**

### **7.1 For positioning, installation, commissioning & trial run of equipments.**

90% payment after successful completion of positioning, installation, commissioning & trial run of equipments at respective Dairies. The bidder has to raise invoice Dairy wise and payment shall be made dairy wise for erection, commissioning & trial run of the Dairy Equipment wherever applicable as per tender on receipt of completion certificate from the respective Plant Manager.

### **Retention Money**

10% of the bill value raised for individual dairies shall be retained by OMFED and shall be released on satisfactory completion of the work at all Dairies after duly certified by respective Plant Managers of all Dairies.

### **NOTES:-**

- i) For all the payments to be made against Bank guarantees, the bank guarantee shall be issued by a nationalized bank located in India.

7.2 The contractor's request(s) for payment shall be made to the Managing Director, OMFED in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, and by shipping documents and upon fulfillment of other obligations stipulated in the contract.

## **8. Change orders**

8.1 The OMFED may, at any time, by a written order given to the contractor, pursuant to clause 15, make changes within the general scope of the contract in any one or more of the following:

Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the OMFED;

- (a) The method of shipment or packing;
- (b) The place of delivery; or
- (c) The services to be provided by the contractor.

8.2 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.

## **9. Contract Amendment**

Subject to clause 8, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the OMFED.

## **10 Delays in the contractor's performance**

10.1 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.

10.2 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: - , imposition of liquidated damages, and/ or termination of the contract for default.

10.3 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, it's 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.

## **11.0 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–I of the bidding documents.

## **12.0 Penalty for Delay**

12.1 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.

- 12.2 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.
- 12.3 The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.
- 12.4 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.

### **13. Force Majeure**

- 13.1 Notwithstanding the provisions of clauses hereof, the contractor shall not be liable for forfeiture of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 13.2 For purposes of this clause, "force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the OMFED either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 13.3 If a force majeure situation arises, the contractor shall notify the OMFED in writing of such condition and the cause thereof, within 7 days. Unless otherwise directed by the OMFED in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **14.0 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.

**15.0 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

**15.1 Applicable law**

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

**16.0 Taxes and Duties**

(i)The contractor shall be entirely responsible for 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

(ii) The Contractor shall be liable to pay all Corporate taxes, income tax and other taxes that shall be levied according to the laws and regulations applicable from time to time in India.

(iii) The Contractor shall accept full and exclusive liabilities under the ESI, EPF, Compensation for accidents or injury, Compensation paid to Workman, security charges if any etc.

**17.0 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

### SPECIAL CONDITIONS OF CONTRACT

#### ERECTION & COMMISSIONING OF EQUIPMENT

##### **1.0 Sufficiency of Tender**

The contractor by bidding shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price, as to the possibility of executing the works as shown and described in the contract, as to the general circumstances at the site of the works, as to the general labor position at site, and to have determined the prices accordingly.

##### **2.0 The contractor shall submit to the OMFED for approval:**

- a) Within the time given in the specification or in the program, such pipeline drawings, may be called for therein, and in numbers therein required.
- b) During the progress of works and within such reasonable times as the OMFED may require such drawings of the general arrangement and detailed of the works as the OMFED may require.

The specifications/conditions concerning the submission of drawings by the contractor are detailed as under:

The OMFED shall signify his approval or disapproval of all drawings or such drawings that would affect progress of the contract as per the agreed programmer.

##### **Brief list of drawings:**

- i) Equipment layout drawing at respective section of all Dairy units.
- ii) Service piping layout in production and service blocks.
- iii) Electrical cable, conduit/cable tray layout.
- iv) Other miscellaneous drawings as required for erection work.
- v) Civil drawings for foundation of equipment to be installed.

##### **3.0 Contractor's superintendence and deployment of erection team and conduct of personnel**

The contractor representative may visit the site once before planning the execution of work for own convenience. The agency shall employ one or more competent representatives, whose name or names shall have previously been communicated in writing to the OMFED by the contractor, to superintend the carrying out of the works on the site. The said representative or if more than one shall be employed, then one of such representatives shall be present on the site during all times, and any orders or instructions which the OMFED may give to the said representative of the contractor shall be deemed to have given to the contractor.

The said representative shall have full technical capacities and complete administrative and financial powers to expeditiously and efficiently execute the work under the contract.

The contractor shall, execute the works with due care and diligence within the time for completion and employ contractor's team comprising qualified and experienced engineers together with adequate skilled, semi-skilled and Unskilled workmen in the site for carrying out the works. The contractor shall ensure adequate work force to keep the required pace at all times as per the schedule of completion. The contractor shall also ensure availability of competent engineers during commissioning / start up, trial runs, operation of the plant / equipment till handing over of the plant.

#### **4.0 OMFED'S Instructions**

The OMFED may in his absolute discretion, issue from time-to-time drawings regarding any Civil work (if required) and/or instructions, directions and clarifications which are collectively referred to as OMFED's instructions in regard to:

Any additional drawing and clarifications to exhibit or illustrate details.

Variations or modifications of the design, quality or quantity of work or additions or omissions or substitution of any work.

Any discrepancy in the drawings or between the schedule of quantities and/or specifications.

Removal from the site of any material brought there by the Contractor, which are unacceptable to the OMFED and the substitution of any other material thereof. Removal and/or re-execution of any work erected by the Contractor, which are unacceptable to the OMFED.

Dismissal from the work of any persons employed there upon who shall in the opinion of the OMFED, misconduct himself, or be incompetent or negligent.

Opening up for inspection of any work covered up.

Amending and making good of any defects.

#### **5.0 Rights of the OMFED**

##### **5.1 Rights to direct works:**

The OMFED shall have the right to direct the manner in which all works under this contract shall be conducted, insofar as it may be necessary to secure the safe and proper progress and specified quality of the works. All work shall be done and all materials shall be furnished to the satisfaction and approval of the OMFED.

Whenever in the opinion of the OMFED, the Contractor has made marked departures from the schedule of completion or when circumstances or requirement force such a departure from the said schedule, the OMFED, in order to ensure compliance with the

schedule, shall direct the order, pace and method of conducting the work, which shall be adhered to by the Contractor.

If in the judgment of the OMFED it becomes necessary at any time to accelerate the overall pace of the plant erection work, the Contractor, when directed by the OMFED, shall cease work at any particular point and transfer Contractor's men to such other point or points and execute such works, as may be directed by the OMFED and at the discretion of the OMFED.

## **5.2 Right to inspect the work**

The OMFED representative shall be given full assistance in the form of the necessary tools, instruments, equipment and qualified operations to facilitate inspection.

The OMFED reserves the right to call for the original test certificates for all the materials used in the erection work.

In the event the OMFED's inspection reveals poor quality of work/materials, the OMFED shall be at liberty to specify additional inspection procedures if required, to ascertain Contractor's compliance with the specifications of erection work.

Even though inspection is carried out by the OMFED or their representatives, such inspection shall not, however, relieve the Contractor of any or all responsibilities as per the contract, nor prejudice any claim, right or privilege which the OMFED may have because of the use of defective or unsatisfactory materials or bad workmanship.

## **6.0 Contractor's functions**

The Contractor shall provide everything necessary for proper execution of the works, according to the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein, he shall immediately refer the same to the OMFED whose decision shall be final and binding on the Contractor.

The Contractor shall proceed with the work to be performed under this contract in the best and workman like manner by engaging qualified and efficient workers and finish the work in strict conformance with the drawings and specifications and any changes/modifications thereof made by the OMFED.

The work shall be carried out as approved by the OMFED or his authorized representative/s from time to time, keeping in view the overall schedule of completion of the project. The Contractor's job schedule must not disturb or interfere with OMFED's or the other Contractor's schedules of day-to-day work. The OMFED will provide all reasonable assistance for carrying out the jobs.

**Night work will be permitted only with prior approval of the OMFED. The OMFED may also direct the Contractor to operate extra shifts over and above normal day shift to ensure completion of contract as per schedule.** Adequate lighting wherever required should be provided by the Contractor at no extra cost. The Contractor should employ qualified electricians and wiremen for these facilities. In case of Contractor's failure to provide these facilities and personnel, the OMFED has the right to arrange such facilities and personnel and to change the cost thereof to the Contractor, on actual cost basis.

#### **6.1 Third Party Insurance**

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the OMFED, or to any person, including any employee of the OMFED, or by arising out of the execution of works or in the carrying out of the Contract.

The Contractor shall, produce to the Engineer/OMFED the policy or policies of insurance and the receipts for payment of the current premiums, as and when required.

The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the OMFED, the insurer will indemnify the OMFED against such claims and any costs, charges and expenses in respect thereof.

Such insurance shall be for an amount not less than Rs.1, 00,000/- per occurrence, with the number of occurrences unlimited.

#### **6.2 Duties of contractor Vis-à-vis other contractors:**

Whenever proper execution of the work under the contract depends on the jobs carried out by some other Contractor, in such cases the Contractor should inspect all such erection and installation jobs and report to the OMFED regarding any defects or discrepancies. The Contractor's failure to do so shall constitute as acceptance of the other Contractor's installation/jobs as fit and proper for reception of Contractor's works.

The Contractor should also report any discrepancy between the executed work and the drawings.

The Contractor shall extend all necessary help/co-operation to other Contractor's working at the site in the interest of the work.

#### **6.3 Preparation of foundation surfaces etc. for Erection of equipment's:**

The Contractor shall construct the foundation for the Dairy Equipment to be installed at respective section of Dairy Plant. The drawing regarding the Civil work must be approved by OMFED. The Contractor shall carry out final adjustments of foundations, leveling and dressing of foundation surfaces, bedding and grouting of anchor bolts, bed plates etc, required for seating of equipment in proper position. The Contractor shall be

responsible for the reference lines and proper alignment of the equipment. However, all required civil works which form and inseparable part of the installation and erection job like equipment foundation, making cut-outs in walls, floors and ceilings for pipelines, adjustment, leveling, dressing and grouting of foundations, grouting of supports are to be carried out: by the Contractor at no extra cost. The necessary refilling/repairs of these cutouts, pockets and trenches shall be done by the Contractor: **The Contractor should arrange for laying the supports, cut-outs, grouting of bolts, etc**, when the civil works are in progress, so as to avoid refilling/repair works. The damages occurring to civil and other works are to be made good by the Contractor at Contractor's own costs.

**7.0 Supply of tools, tackles and materials**

The Contractor shall, at his own expense, provide all the necessary equipment, tools and tackles, haulage power, consumables, lubricants & sundries necessary for effective execution and completion of the works during erection, testing, commissioning & trial run.

**8.0 Protection of plant**

The OMFED shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any erection tools and equipment used by the Contractor or any his sub-Contractor's even though such tools and equipment may be furnished, rented or loaned to the Contractor or any of his sub-Contractors. The acceptance and / or use of any such tools and equipment by the Contractor or his sub-Contractor shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save the OMFED from any and all claims for said damages resulting from the said use, misuse or failure of such tools and equipment.

The Contractor or his sub-Contractor shall be responsible during the works, for protection of work, which has been completed by other contractors. Necessary care must be taken to see that the Contractor's men cause no damage to the same during the course of execution of the work.

All other works completed or in progress as well as machinery and equipment that are liable to be damaged by the Contractor's work shall be protected by the Contractor and protection shall remain and be maintained until its removal is directed by the OMFED.

The Contractor shall effectively protect from the effects of weather and from damages or defacement and shall cover appropriately, wherever required, all the works for their complete protection.

The contractor shall carry out the work without damage to any work and property adjacent to the area of Contractor's work to whomsoever it may belong and without interference with the operation of existing machines or equipment.

The Contractor shall take full responsibility for the care of the works or any section or portions thereof until the date stated in the taking over certificate issued in respect thereof and in case any damage or loss shall happen to any portion of the works not taken over as aforesaid, from any cause whatsoever, the same shall be made at the sole

cost of the Contractor and to the satisfaction of the OMFED. The Contractor shall also be liable for any loss of or damage to the works occasioned by the Contractor or his sub-Contractor in the course of any operations carried out by the Contractor or his sub-Contractors for the purpose of completing any outstanding work or complying with the Contractor's obligations.

### **9.0 Unpacking, installation, commissioning & trial run**

The materials/equipment would be carefully unpacked by the opening the wooden cases/other modes of packing as the case may be.

In case of equipments / materials to be supplied by the OMFED, all the materials / equipment's received from OMFED prior to arrival of the Contractor at site, shall be handed over to the contractor who shall, thereupon, inspect the same & furnish the receipt to OMFED.

Detailed inventory of various items shall be prepared clearly listing the shortages, breakages / damages after checking the contents with respect to the Contractor's packing list, OMFED's order and approved drawings. The contractor shall also check every equipment for any shortage/shortcoming that may create difficulty at the time of installation, commissioning & trial run.

The protection, safety and security of the materials shall be the responsibility of the contractor, until they are handed over to the OMFED after erection, commissioning and testing and performance trial run as per the terms of the Contract.

### **10.0 Approvals**

The contractor shall obtain the necessary approvals of Factories & Boilers Inspectorate, Electrical Inspectorate, Legal Meteorology dept., Explosives Inspectorate and any other state/local authorities, as may be statutorily required or as may be directed by OMFED, and the cost of obtaining such approvals shall be included in the Contract price.

All the necessary details, drawings, submission of application and proforma will be furnished by the Contractor to the OMFED for verification/signature, and shall therefore be submitted to the appropriate authorities for approval.

The Contractor on behalf of OMFED shall submit the necessary application duly filled-in, together with the prescribed fees to the appropriate authorities. However, all the actual statutory fees paid by the Contractor shall be reimbursed by OMFED upon production of receipt. The contractor shall also make all necessary arrangements for inspection of the works by the statutory authorities, as and when required. Cost of all such inspections shall be included in the contract price.

Whenever necessary or required, the contractor shall furnish the necessary test and/or inspection certificates etc, from the appropriate authorities as per IBR, IER and other

statutory regulations and the cost of obtaining these certificates shall be included in the contract price.

Any modifications or changes required or advised by the appropriate authorities during the course of inspection and/or the contractor at his own cost shall carry out approval.

**11.0            Review and co-ordination of erection work**

The Contractor shall depute senior and competent personnel to attend the site co-ordination meetings that would generally be held at the site every month. The Contractor shall take necessary action to implement the decisions arrived at such meetings and shall also update the erection schedule, accordingly.

**SECTION -IV (A)**  
**SPECIAL CONDITIONS OF CONTRACT**  
**(FOR MECHANICAL INSTALLATION)**

**1.0 MECHANICAL INSTALLATION**

The installation work would comprise of:

- a) General installation i.e. positioning and installing all the equipment's as per approved layout drawings and as per the contract.
- b) Supply and installation of structural platforms and tables. The agency shall construct the civil foundation as per approved drawings of OMFED if required for installation of equipment.
- c) Supply and installation of all service piping including ancillary items.
- d) Insulation and cladding of piping equipment and electrical auto tracing of LSHS, including supply of materials.
- e) Interconnections of services and electrical with equipment.
- f) Guide line for expansion work.
- g) Clean up of work site.
- h) Supply of all cleaning chemicals and lubricants,
- i) Testing, commissioning and start-up.

**2.0 GENERAL INSTALLATION**

**2.1 Positioning of equipment.**

The work involves preparation of access for moving of the plant and equipment including their fittings from the work site or from the place within the site where they have been unloaded, to the place of erection and placing on the foundation wherever required is within the scope of bidder. All the civil foundations as per the manufacturer / Contractor's drawings shall be arranged by the bidder. The Contractor shall place the equipment and carry out final adjustment of the foundations including alignment and dressing of foundation surface, embedding and grouting of anchor bolts and bedplates.



The Contractor shall be responsible for obtaining correct reference lines for purpose of fixing the alignment of various equipment. Tolerances shall be as specified in equipment manufacturers drawings or as stipulated by the OMFED's Engineer. No equipment shall be permanently bolted down to foundations or structure until the alignment has been checked by the Contractor and witnessed by the OMFED. The Contractor shall carry out minor alterations in the anchor bolts, pockets etc., at no extra cost and set the equipment properly as per approved layout, drawings and manufacturer's instructions. The Contractor shall supply all the necessary foundation / anchor bolts and bedplates without extra cost.

The Contractor shall supply, fix and maintain, at his own cost, during the erection work, all the necessary centering, scaffolding, staging required not only for proper execution and protection of the said work but also for protection of the surrounding plant and equipment. The Contractor shall take out and remove any or all such centering, scaffolding, staging planking etc., as occasion shall require or when ordered to do so and shall fully reinstate and make good all things disturbed during execution of the work, to the satisfaction of the OMFED. The Contractor shall be paid no additional amount for the above.

## **2.2. Structural Platforms and Tables**

Structural platforms shall be required to provide access for various equipment. These platforms and tables shall be fabricated keeping stability and other functional as well as aesthetic requirements into consideration as approved by the OMFED. The payment shall be made on the basis of the actual weight executed and the unit rates agreed upon or as per provisions made in the contract for such items.

## **3.0 SERVICE PIPING INSTALLATION.**

### **3.1 General Guidelines.**

All piping systems shall comply with the latest editions of the following regulations wherever applicable.

3.1.1 Indian Boiler Regulations.

3.1.2 Regulations of explosives inspectorate.

3.1.3 All applicable Indian Standards.

3.1.4 All applicable State Government / Central Government laws / act

### **3.2 Scope of Piping Erection**

3.3 This to be performed by the Contractor as outlined below:

3.3.1 The scope of erection for piping, includes all system covered in the flow diagrams and specifications.

- 3.3.2 The Contractor's work commences / terminates at the pipe connections with valves or flanges as specified in flow diagrams/battery limits.
- 3.3.3 The Contractor shall also install necessary piping and any specialties furnished with or for equipment such as relief valves, built-in-pass and other items of this type.
- 3.3.4 The Contractor shall install primary elements for flow measurements, control valves and on-line metering equipment.
- 3.3.5 The contractor shall perform necessary internal machining of pipes for installing orifices, slow nozzles, control valves etc.
- 3.3.6 The contractor shall install all pipes, valves and specialties being procured from other sources.

### **3.4 Other Guidelines**

3.4.1 The Contractor shall be responsible for the quality of welding done by them and shall conduct tests to determine the suitability of the welding procedure by him.

3.4.2 All piping supports, guides, anchors, hangers, rollers with structural framework shall be supplied and erected by the Contractor. The kinds of pipe support like CI clamps, wooden saddles, rollers support and support framework shall be as per the design approved by the OMFED prior to taking up the work.

3.4.3 All piping shall be suspended, guided and anchored with due regard to general requirements and to avoid interference with other pipes, hangers, electrical conduits and their supports, structural members and equipment and to accommodate insulation and conform to buildings structural limitations. It is the responsibility to the piping Contractor to avoid all interference while locating hangers and supports.

3.4.4 Anchors and/or guides for pipelines or for other purposes shall be furnished, when specified, for holding the pipeline in position for alignment. Hangers shall be designed fabricated and assembled in such a manner that they cannot become disengaged by any movement of the support pipes.

3.4.5 All piping shall be wire brushed and purged with air blast to remove all rust, mill scale from inner surface. The method of cleaning shall be such that no material is left on the inner or on outer surfaces, which will affect the service-ability of the pipes.

3.4.6 Effective precautions such as capping and sealing shall be taken to protect all pipe ends against ingress of dirt and damage during transit or storage. The outside of the steel pipes (black) shall be painted with two coats of red oxide paint or as directed by the OMFED.

## **4.0 SPECIAL INSTRUCTIONS AND SPECIFICATIONS**

4.1 Steam piping work can be classified into two categories:

- a) High-pressure steam piping when the working pressure of steam is more than 3.1 kg / sq-cm (50 psi).
- b) Low-pressure steam piping when the working pressure of steam is below 3.1 kg / sq-cm (50 psi).

All the pipes and fittings used for high pressure steam piping work should conform to IBR and they should be IBR certified and also to be identified with number and mark showing that they are tested by the Boiler Inspector and supported with duly authenticate certificates to this effect.

The high-pressure steam piping after installation should be hydraulically tested in presence of the Boiler Inspector for his approval.

The high-pressure steam piping work should also include fabrication and installation of pressure reducing stations strictly conforming to IBR.

4.2 All the piping for chilled water, glycol, ammonia, soft and raw water H.P. and L.P. steam, air and furnace oil / LSHS piping shall generally have welded construction. Whenever welding is done for pipes of smaller size special care should be exercised to avoid clogging of flow area with the welding material.

## **5.0 INSTALLATION OF PIPING AND EQUIPMENT**

### **5.1 Insulation of Chilled Water and Ammonia Pipeline**

All the chilled water, glycol & ammonia pipelines shall be insulated by expanded polystyrene pipe sections. The insulation shall be carried out in the following manner:

- 5.1.1 Before starting insulation work all pipelines shall be tested for 8.5 kg / sq-cm pressure.
- 5.1.2 The surface of the pipes to be insulated should be properly cleaned.
- 5.1.3 Hot bitumen of 80/40 or 85/25 conforming to IS 702 should be applied uniformly @ 1.5 kg / sq.m. on the surface of the pipes.
- 5.1.4 A similar layer of bitumen should be applied on the inner surface and on the edges of the insulation sections.
- 5.1.5 The sections should then be stuck to the coated pipes with the joints staggered. Adjacent sections should be tightly pressed together.

- 5.1.6 All joints should be properly sealed with bitumen.
- 5.1.7 A thick vapor seal of hot bitumen @ 2.5 Kg / Sq-cm should be applied uniformly on the outer surfaces of the pipe sections and allowed to dry.
- 5.1.8 In case the insulations sweats or the specified/required insulation properties are not attained, the entire insulation in such region shall be redone with fresh material, entirely at the Contractor's cost.

## **5.2 Insulation of Steam, Condensate & Hot Water Pipe Line**

All the steam and hot water pipelines shall be insulated with mineral wool or equivalent of specified thickness. The insulation shall be carried out in the following manner and should be supplied in the form of properly required sizes.

- 5.2.1 Clean the surfaces to be insulated. Apply a coat of red oxide primer and fix glass wool/mineral wool of specified thickness, tightly to the pipes, butting all joints and tie with lacing wire.
- 5.2.2 It should then be covered with GI wire netting of 20 mm X 24 SWG.
- 5.2.3 In case the insulation does not have the desired insulation properties, the entire insulation will have to be redone at the Contractor's cost to give the desired results.
- 5.2.4 In case of condensate return piping all the steps mentioned above shall be executed except that thickness of the insulation shall be 25 mm.

## **5.3 Aluminum Cladding / Cement Plaster**

- 5.3.1 The chilled water, glycol, ammonia, steam & hot water lines after insulations may be covered by Aluminum cladding or cement plaster as per the instructions of the engineer in-charge. The payment will be made as per the executed items.
- 5.3.2 Aluminum cladding will be done with 22-gauge aluminum sheet with proper grooves and overlaps and screwed in position with 12 mm. self-tapping parker screws.
- 5.3.3 In case of cement plaster, the finishing will be done with 12 mm thick sand cement plaster (1:4) over chicken wire mesh.
- 5.4 All the necessary materials of quantity and make approved by the OMFED, required for carrying out insulation, cladding and other works mentioned above, shall be supplied by the Contractor.

## **6.0 INTER CONNECTIONS OF SERVICE AND ELECTRICALS WITH EQUIPMENT**

- 6.1 The Contractor shall lay service piping and provide connections with the equipment complying strictly with the equipment manufacturers' instructions. The Contractor shall also carry out all the interconnecting service piping with the various items of plant / system. The work shall be complete with capillary piping if required and connections with instruments and controls supplied with the equipment.

- 6.2 The contractor shall carry out also electrical connections for equipment's with the control panels including equipment lighting as per the wiring diagrams of the equipment suppliers.

Connection shall be made for small electrically operated devices on equipment installed as accessories to, or assembled with equipment's. Connections regarding instruments, float switches, limit switches, pressure switches, thermostats and other miscellaneous equipment shall be done as per manufacturers drawings and instructions.

## **7 TESTING, COMMISSIONING AND START UP**

- 7.1 The contractor shall operate, maintain and give satisfactory trial run of the plant for a period of continuous **seven days (seven Days)** at the rated output, after satisfactory commissioning and start-up of the plant. All rectification of damages / defects and routine troubleshooting should be carried out by the contractor. The contractor shall incorporate / execute necessary minor modifications during the trial period for maximizing operational efficiency. The contractor should also execute minor modifications as may be suggested by the manufacturer / OMFED. The contractor shall suggest recommended log sheet performs for recording necessary operating data and pass it on to the OMFED in proof of satisfactory rated output and performance of the equipment's / plant.

### **7.2 The commissioning shall also include the following for each equipment:**

- 7.2.1 Clean out and check out of all the service lines.
- 7.2.2 Check out and commissioning of instruments, equipment and plants, filtering of transformer and other oils so that if deteriorated, they shall attain the required properties/standards, specified tests in this regard must be carried out by approved authorities and their satisfactory reports submitted to the OMFED before start-up.

**SECTION-V**  
**COMMERCIAL BID**

<b>PART –A1 : PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENTS AT ANGUL DAIRY</b>						
<b>SL NO</b>	<b>ITEMDESCRIPTION</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment(excluding all taxes) (In Rs)</b>
1	Milk Chillier	10KLPH	1	<b>Job</b>		
2	Milk Packing M/c-(1No)	6000PH	1	<b>Job</b>		
3	Curd Cup Packing Machine-(1No)	3000CPH	1	<b>Job</b>		
4	Curd Cup Packing Machine-(1No)	2000CPH	1	<b>Job</b>		
5	Electrical Transformer-315KVA (1No)	315KVA	1	<b>Job</b>		
6	Silo	40KL	1	<b>Job</b>		
<b>Total Cost (In Rs)</b>						
<b>GST</b>						
<b>Grand TOTAL COST (IN RUPEES)</b>						

**PART –B1 : PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING & TRIAL RUN OF  
VARIOUS DAIRY EQUIPMENT AT BALASORE DAIRY**

<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Raw Milk Storage Tank	15KL	1	Job		
2	Silo	60KL	2	Job		
3	Silo	30KL	1	Job		
4	Milk Pasteurizer	10KLPH	1	Job		
5	Homogenizer	10KLPH	1	Job		
6	Cream Separator	10KLPH	1	Job		
7	Chiller	20KLPH	1	Job		
8	Ghee Boiler	1KL	1	Job		
9	Curd Cup Packing Machine	3000CPH	1	Job		
10	Electrical (Transformer)	500KVA	1	Job		
11	Electrical DG Set	400KVA	1	Job		
12	IBR Boiler	2000Kg/Hr	1	Job		
13	Domino Inkjet Printer		1	Job		
14	CIP tank for Caustic		1	Job		
15	CIP tank for Acid		2	Job		
16	Shrink Sealing Machine		1	Job		

<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
17	Shrink Packing Machine		1	Job		
18	SFM Filling Unit (Double Head)		1	Job		
19	Ammonia Compressor	40TR	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						



**PART – C1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING & TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT BERHAMPUR DAIRY**

Sl. No	Item Description	Capacity	Qty	Unit	Unit Cost for Positioning, installation, commissioning & trial run of Equipment (excluding all taxes) (In Rs)	Total Cost for Positioning, installation, commissioning & trial run of Equipment (excluding all taxes) (In Rs)
1	Raw Milk Chiller	20KLPH	1	Job		
2	Silo	30KL	1	Job		
3	Milk Pasteurizer	10KLPH	1	Job		
4	Homogenizer	10KLPH	1	Job		
5	Cream Separator	10KLPH	1	Job		
6	Chiller	10KLPH	1	Job		
7	Reconstitution Tank	10KL	1	Job		
8	Milk Packing Machine	6000PH	2	Job		
9	Ghee Boiler	1KL	1	Job		
10	Ghee Settling Tank	1KL	1	Job		
11	Ammonia Compressor	KC3	2	Job		
12	Air Compressor	15HP	1	Job		
13	Inkjet Printer		1	Job		
14	CIP Tank (Caustic/Acid)	2KL	2	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

**PART-D1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING & TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT BHAWANIPATNA DAIRY**

<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Booster Compressor (PC-2)	20TR	1	Job		
2	Air Compressor	20HP	1	Job		
3	Videojet Inkjet Printer		1	Job		
4	Silo	30KL	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

<b>PART E1:PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT DHENKANAL DAIRY</b>						
<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Milk Packing Machine	6000PH	1	Job		
2	Electrical DG Set	250KVA	1	Job		
3	Air Compressor	5HP	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

<b>PART-F1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT JEYPORE DAIRY</b>						
<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Silo	10KL	1	Job		
2	Milk Packing Machine	6000PH	1	Job		
3	Ink Jet Printer		1	Job		
4	Ammonia Compressor	40TR	1	Job		
5	Milk Pump	5HP	3	Job		
6	Milk Pump	3HP	1	Job		
7	DG	200 KVA	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

**PART – G1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING & TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT KEONJHAR DAIRY**

<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Raw Milk Storage Tank	15KL	1	Job		
2	Silo	30KL	1	Job		
3	Leaky Pouch Milk Storage	2000Ltr	1	Job		
4	Chiller	10KLPH	1	Job		
5	Cream Storage Tank	2000 Ltr	1	Job		
6	Cream Aging Tank	5KL	1	Job		
7	Butter Milk Storage Tank	2500 Ltr	1	Job		
8	Curd Vat	2000 Ltr	1	Job		
9	Curd Pasteurizer	5000 Ltr/hr	1	Job		
10	Transformer	750 KVA	1	Job		
11	DG Set	400 KVA	1	Job		
12	Air Compressor	20HP	1	Job		
13	Ammonia Compressor	20TR	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

<b>PART-H1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT ROURKELA DAIRY</b>						
<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Silo	30KL	1	Job		
2	Pasteurizer	10KLPH	1	Job		
3	Homogenizer	10KLPH	1	Job		
4	Cream Separator	10KLPH	1	Job		
5	Chiller	10KLPH	1	Job		
6	Boiler	4 Ton	1	Job		
7	Weigh Bridge	60MT	1	Job		
8	DG Set	400KVA	1	Job		
9	Milk Packing Machine	6000PH	1	Job		
10	Furnace Oil storage Tank	35KL	1	Job		
11	Water Softener	1000Ltr	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

<b>PART – I1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT SAMBALPUR DAIRY</b>						
<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Raw Milk Chiller	20KLPH	1	Job		
2	Silo	60KL	1	Job		
3	HMST	10KLPH	1	Job		
4	Chiller	20KLPH	1	Job		
5	Reconstitution Tank	10KL	1	Job		
6	CIP Tank	1000 Ltr	2	Job		
7	Curd Cup Packing Machine	3000 CPH	1	Job		
8	IBR Boiler	2000 Kg/hr	1	Job		
9	Water Softener	1000 Ltr	1	Job		
10	Ammonia Compressor	40TR	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

<b>PART – J1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT SALAPADA DAIRY</b>						
<b>Sl.No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1	Silo	30KL	1	Job		
2	Cream Ageing Tank	5KL	1	Job		
3	CIP Tank	1000 Ltr	2	Job		
4	Milk Packing Machine	6000PH	3	Job		
5	Butter Milk Storage Tank	5000 Ltr	1	Job		
6	Curd Vat	1000 Ltr	1	Job		
7	Ghee Settling Tank	1KL	1	Job		
8	Curd Cup Packing Machine	3000 CPH	1	Job		
9	Transformer	315 KVA	1	Job		
10	Air Compressor	10HP	1	Job		
11	Videojet Inkjet Printer		1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						



<b>PART-K1: PRICE BID TOWARDS POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF VARIOUS DAIRY EQUIPMENT AT CATTLE FIELD PLANT, RADHADAMODARPUR</b>						
<b>Sl. No</b>	<b>Item Description</b>	<b>Capacity</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes)(In Rs)</b>	<b>Total Cost for Positioning, installation, commissioning &amp; trial run of Equipment (In Rs)</b>
1	Boiler & accessories	600Kg	1	Job		
<b>Total Cost(In Rs)</b>						
<b>GST</b>						
<b>Grand Total (In Rs)</b>						

## SUMMARY

	<b>PARTICULARS</b>	<b>AMOUNT (Rs.)</b>
PART – A1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Angul</b> dairy	
PART – B1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Balasore</b> dairy	
PART – C1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Berhampur</b> dairy	
PART – D1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Bhawanipatna</b> dairy	
PART – E1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Dhenkanal</b> dairy	
PART – F1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Jeypore</b> dairy	
PART – G1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Keonjhar</b> dairy	
PART – H1	Positioning, installation, commissioning & trial run of various dairy equipments at <b>Rourkela</b> dairy	
PART – I1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Sambalpur</b> dairy	
PART – J1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>Salapada</b> dairy	
PART – K1	Positioning, installation, commissioning & trial run of various dairy equipment at <b>CFP, Radhadamodarpur.</b>	
<b>TOTAL</b>		

## **Note:-**

- 1.** The bidders should fill up the price bid format provided in the tender document and submit the same. Violation of tender norms shall lead to rejection of the bid without showing any reason there off.
- 2.** Civil works like wall cutting, supporting structures, foundation etc required for installation of Dairy Equipment is within the scope of bidder.
- 3.** Total quoted cost shall be inclusive of positioning of equipment, installation, commissioning, trial run of the said equipment's inclusive of all taxes etc. Separate format is not acceptable at all.
- 4.** The MS/GI/SS pipelines, fittings, insulation etc required for the commissioning & trial run of the equipment is in the scope of bidder.
- 5.** The length of required pipe lines, cables etc may be considered 75mtr for individual Dairies towards submission of bid. Bidder may take back excess material if any after issuance of gate pass against the said material by Plant Manager of respective Dairies. Payment shall be made on actual length of the Pipelines. Joint measurement to be taken by the bidder and representatives of Plant Manager. Rates will be considered as quoted in Annexure-I. HMI & instrumentation if not working and confirmed by Plant Manager of respective Dairies then it will be repaired by OMFED. Looking into the down time for such repairs, the completion period can be extended after getting approval from the competent authority.
- 6.** The bidders shall submit the unit rate of pipe lines, cables, insulation etc provided at the Annexure-I. If the bidder feels the requirement of any other item not mentioned in the list may provide the unit rate in separate sheet.
- 7.** Supply of required spare parts is in the scope of OMFED.
- 8.** HMI & instrumentation if not working & confirmed by Plant Manager of the respective dairies then it will be repaired by OMFED.

**Annexure-I**

<b>RATE FOR SUPPLY &amp; ERECTION OF DIFFERENT PIPE LINES &amp; FITTINGS AT DIFFERENT DAIRIES OF OMFED</b>				
<b>SL NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST SUPPLY IN RUPEES(excluding all taxes)</b>	<b>UNIT COST ERECTION IN RUPEES(excluding all taxes)</b>
<b>A1.</b>	<b>SS PIPES &amp; FITTING</b>			
<b>1</b>	<b>SS Process pipe of wall thickness 1.6 mm of following sizes:</b>			
a	63MM OD	MTRS.		
b	51 MM OD	MTRS.		
c	38MM OD	MTRS.		
<b>2</b>	<b>SS support pipe of wall thickness 2.0 mm of following sizes:</b>			
a	50 x 50 x 2 mm	MTRS.		
<b>3</b>	<b>SS 90 degree short bend wall thickness 1.6 mm, plain bend of following size.</b>			
a	63MM OD	NOS.		
b	51 MM OD	NOS.		
c	38 MM OD	NOS.		
<b>4</b>	<b>SS SMS union complete with male part, nut liner &amp; gasket for the following sizes of ss pipes:</b>			
a	63MM OD	NOS.		
b	51 MM OD	NOS.		
c	38 MM OD	NOS.		
<b>5</b>	<b>SS TEE with SMS unions &amp; gasket of following sizes:</b>			
a	63MM OD	NOS.		
b	51.0 MM OD	NOS.		
c	38.0 MM OD	NOS.		
<b>6</b>	<b>SS BLANK NUT with chain for SMS SS union of following size:</b>			
a	63MM OD	NOS.		
b	51.0 MM OD	NOS.		
c	38.0 MM OD	NOS.		

<b>11</b>	<b>SS Reducing liner for SS SMS union.</b>			
a	63.5 X 51.0 MM	NOS.		
b	51.0 X 38.0 MM	NOS.		
<b>A2.</b>	<b>RAW WATER PIPES &amp; FITTINGS</b>			
<b>SL NO</b>	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>UNIT COST SUPPLY IN RUPEES</b>	<b>UNIT COST ERECTION IN RUPEES</b>
<b>1</b>	<b>G.I B" CLASS PIPES SIZE, TATA/JINDAL MAKE</b>			
A)	80 MM NB	MTRS.		
B)	50 MM NB	MTRS.		
C )	40 MM NB	MTRS.		
D)	25 MM NB	MTRS.		
E)	20 MM NB	MTRS.		
F)	12 MM NB	MTRS.		
<b>2</b>	<b>G.M body flange type Gate valve with counter flanges,nuts,bolt &amp; gaskets for pipe size:</b>			
A)	80 MM NB	NOS		
B)	50 MM NB	NOS		
C )	40MM NB	NOS		
<b>3</b>	<b>G.M BALL VALVE,screwed end,SS working part for sizes:</b>			
A)	40 MM NB	NOS		
B)	25 MM NB	NOS		
C )	20 MM NB	NOS		
D)	12 MM NB	NOS		
<b>4</b>	<b>GI anchor fastener (10 x 100)</b>			

<b>A-3</b>	<b>CHILLED WATER LINE</b>		<b>UNIT COST SUPPLY IN RUPEES</b>	<b>UNIT COST ERECTION IN RUPEES</b>
	<b>(TATA /JINDLE MAKE)</b>			
<b>1</b>	<b>G.I B" CLASS PIPES SIZE</b>			
A)	80 MM NB supply and return head		MTRS.	
B)	65 MM NB for piping from different equipments		MTRS.	

C)	50 MM NB for piping from different equipments	MTRS.		
2	50 MM THICK expanded polystyrene insulation with 22 gauge Aluminium cladding for chilled water pipe sizes:			
A)	80 MM NB	MTRS.		
B)	65 MM NB	MTRS.		
C)	50 MM NB	MTRS.		
<b>A4. AIR PIPES</b>				
1	G.I B" CLASS PIPES SIZE,TATA MAKE			
A)	50 MM NB	MTRS.		
B)	40 MM NB	MTRS.		
C)	25 MM NB	MTRS.		

<b>A5 STEAM PIPES AND FITTINGS</b>				
<b>SL NO</b>	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>UNIT COST SUPPLY IN RUPEES</b>	<b>UNIT COST ERECTION IN RUPEES</b>
1	<b>MS "C" class L.P pipe of size (TATA Make)</b>			
	65 MM NB	MTR.		
	50 MM NB	MTR.		
	40 MM NB	MTR.		
	25 MM NB	MTR.		
	20 MM NB	MTR.		
	12 MM NB	MTR.		
2	<b>GM steam flanged globe valve with SS working parts complete with counter flanges, nuts, bolts &amp; etc for pipe size:</b>			
	65 MM NB	NOS.		
	50 MM NB	NOS.		
	40 MM NB	NOS.		
3	<b>STEAM stop globe valve, union bonnet, screwed end for pipe size:</b>			
	40 MM NB	NOS.		
	25 MM NB	NOS.		
4	20 MM NB	NOS.		
	20 MM DIA STEAM TRAP assembly with pipe valve fitting etc as required for pipe sizes:	SET		

5	<b>INSULATION MS 'C' CLASS L.P steam line with aluminium cladding pipes of following size</b>			
	250 MM NB	MTRS.		
	100 MM NB	MTRS.		
	65 MM NB	MTRS.		
	50 MM NB	MTRS.		
	40 MM NB	MTRS.		
	25 MM NB	MTRS.		
	20 MM NB	MTRS.		
	12 MM NB	MTRS.		
6	<b>G.I. 'B' class pipe of following Dia,Make-"TATA"</b>			
	a)100mm NB	Mtr.		
7	<b>Soft Water Pipes and Fittings : Make-"TATA"</b>			
	a) 100 mm NB	<b>Mtr.</b>		
	b) 63.5 mm NB	<b>Mtr.</b>		
	c) 50 mm NB	<b>Mtr.</b>		
	d) 25mm NB	<b>Mtr.</b>		
	e) 12mm NB	<b>Mtr.</b>		
<b>A6.</b>	<b>STRUCTURAL SUPPORTS</b>		<b>UNIT</b>	<b>UNIT COST SUPPLY IN RUPEES</b>
				<b>UNIT COST ERECTION IN RUPEES</b>
1	MS angle , channels, structural support for pipe lines.	KG		
2	CHEQURED PLATE-5mm thick	KG		
<b>A7.</b>	<b>ELECTRICAL ITEM</b>			
<b>1</b>	<b>ALUMINIUM ARMoured CABLE</b>			
a	3 ½ C x 70 SQMM from concern panel to homogeniser	MTRS.		
b	3 ½ C x 25 SQMM from concern panel to motors CREAM SEPARATOR	MTRS.		
c	3 ½ C x 16 SQMM from concern panel to motors crate washer/Boiler(coal fired)/air compressor	MTRS.		
d	3 1/2 C x 4 SQMM concern panel to each Motor/pump	MTRS.		
<b>2</b>	<b>ARMoured COPPER CONTROL CABLE OF FOLLOWING SIZE</b>			
a	30 CORE X 1.5 MM <sup>2</sup>	MTRS.		
b	24 CORE X 1.5 MM <sup>2</sup>	MTRS.		
c	19 CORE X 1.5 MM <sup>2</sup>	MTRS.		

<b>3</b>	<b>PERFORATED G.I CABLE TRAY OF SIZES:</b>		
a	300 MM X 25 MM	MTRS.	
b	200 MM X 40 MM	MTRS.	
c	100 MM X 20 MM	MTRS.	
<b>4</b>	<b>GI wire for earthing of electric motor, 8 SWG</b>	MTRS.	
<b>5</b>	<b>GI earth strip for motor of size:</b>		
a	40 mm x 6 mm	MTRS.	
b	25 mm x 6 mm	MTRS.	
<b>6</b>	<b>Flexible copper cable of following sizes:</b>		
a	3C x1.5 mm <sup>2</sup>	MTRS.	
b	3C x2.5 mm <sup>2</sup>	MTRS.	
c	3C x6 mm <sup>2</sup>	MTRS.	
d	3C x16 mm <sup>2</sup>	MTRS.	



## **Section VI**

### **FORM OF BID**

**Bidders are required to fill up all the blank spaces in this form of Bid:**

**Name and address of OMFED: ORISSA STATE CO-OP. MILK PRODUCERS' FEDERATION LTD.,D-2, SAHEED NAGAR, BHUBANESWAR-751007, ORISSA**

**Description of works: Dismantling of Various Dairy Equipment from Bhubaneswar Dairy and Shifting, Positioning, installation, Commissioning & Trial run of the above dairy Equipment at all Dairies of OMFED.**

**Dear Sir,**

- 1.0 Having examined the bidding documents including conditions of contract, Specifications, schedule of quantities and drawings included in or referred to in the bidding documents including Addenda Nos. \_\_\_\_\_, Receipt of which is hereby duly acknowledged, for the execution of above mentioned works, we, the undersigned offer to supply and deliver goods and services including installation & commissioning as detailed in the price schedule, and maintain whole of the said works, in conformity with the said conditions of Contract, specifications and schedule of quantities for the sum of **Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ only)** or such other sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid and the said technical specifications, drawings and conditions.
- 2.0 We, undertake, if our bid is accepted to commence the works within 15 days of receipt of the notification of award, and to complete and deliver the whole of the above said works comprised in the contract within \_\_\_\_\_\***days calculated from the day of the receipt of the Notification of Award.**
- 3.0 If our bid is accepted we will furnish a security in the form of bank guarantee (as per the format provided in this bidding document) to be jointly and severally bound us for the due performance of the Contract, in amount of 10% of the above named sum in accordance with the conditions of Contract.
- 4.0 We agree to abide by this bid for the period of 90 days from the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5.0 Unless and until an agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a bidding contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signature**\_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of

\_\_\_\_\_

(In capital letters).

**No. of days should be in confirmation to the period of completion given in clause 1.3 of section –I – Instructions to bidders.**

**APPENDIX TO THE FORM OF BID**

**Condition of Contract**

**Clause No.**

a) Bank guarantee

Minimum amount of third party insurance

Period for commencement, from the date  
Of receipt of letter of intent.

30 days

Time for completion from the date  
of receipt of letter of intent

2 months

Rate of penalty for delay  
Value /week or part thereof.

13

0.5% of the contract

Maximum limit of penalty

13

10%

Time within which the payment  
would be made after the certificates for

**Receipt of Goods /completion of work is made. 0 days**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature in the capacity  
Of \_\_\_\_\_, duly authorized to  
Sign the bid for and on behalf of

\_\_\_\_\_  
(In capital letter)

## SECTION VII

### QUALIFICATION APPLICATION

All the bidders who are interested in submitting this bid against this tender for the items must submit the qualification application along with the information in the following formats together with the relevant documentation.

#### **SCHEDULE –I**

### **FINANCIAL BUSINESS AND TECHNICAL CAPABILITY**

Name and address of the bidder :

Telephone No :

1. Latest balance sheet filed with \_\_\_\_\_  
On \_\_\_\_\_ (Attach a copy).
2. Latest profit and loss statement from \_\_\_\_\_ to \_\_\_\_\_ filed with \_\_\_\_\_  
on \_\_\_\_\_. (Attach a copy).
3. **Financial position (in the respective currency)**
  - A) Cash
  - b) Current assets
  - c) Current liabilities
  - D) Working capital
  - e) Net worth
4. **Total liabilities:**
  - a) Current ratio: Current assets to current liabilities.
  - b) Acid ratio test: cash temporary investment held in lieu of cash and current receivable to current liabilities.
  - c) Total liability to net worth.
5. **Net sales (in the respective currency)**
  - a) Current period
  - b) During the last financial year

c) During the year before last financial year

6. **Net profit before tax**

a) Current period

b) During the last financial year

c) During the year before last financial year

The profit and loss statements have been certified through

\_\_\_\_\_ By \_\_\_\_\_.

7. **Bidders Financial arrangements (check appropriate item)**

a) Own resources

b) Bank credits

c) Other specify

8. Certificate of financial soundness from bankers of bidders

9. Sales

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Category	Value of current orders to Be executed in respective Currency	value of anticipated sales for next financial year in respective currency
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A) Govt. Department

B) Commercial

10. Licensed capacity to manufacture:

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Description	Size	Licensed	No. of units	Manufactured	Second
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of equip.	Cap.	Capacity	current year	last year	last year
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11. List, if any, of bidders rate contract with the following organizations.

Organization	Yes/No	If yes, date contract finalized
a. Directorate General of Supplies & Disposal, Government of India.		
b. Central Equipment Stores Purchase organization for State Governments.		

12. Describe quality control Organization, if any and give the organization chart.

- a) Are goods offered subject to batch test random sampling or full 100% test for quality?
- b) Are tests carried out by factory employees or by a separate testing agency?
- c) Are independent quality control organization checks made and certificates issued?

**13. Income tax clearance**

Following documents with regard to income tax clearance should be submitted along with application.

- a) Details of Income tax registration
- b) Last Income tax clearance certificate.

**Schedule -II**

**CAPABILITY STATEMENT OF PERSONNEL, EQUIPMENT, PLANT AND LAST PERFORMANCE**

1. Name and address of bidder:

Phone:

2. Classifications (1) Manufacturer

Circle what is (2) authorized agent

Applicable (3) Dealer

(4) Others, please specify

3. Plant: a) Location

b) Description, type & size of building

c) Is property on lease or free hold? If on lease indicate date of expiry in each case.

4. Type of equipment installed & commissioned during last 2 years.

---

Name of Equipment. install/commission	Capacity/ Size Nos.	Projects to which supplies are Made	No. Of orders on hand
--	---------------------	--	--------------------------

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5. Types of equipment supplied during last 2 years other than those covered under 4 above.

---

Name of manufacturer	Capacity, supplied in	Name of. supplied to which	Total Nos. Projects on	No.of	Size
<b>Equipt.&amp; Model. India</b>	<b>&amp; Country are made</b>	<b>of in</b>	<b>supplies</b>	<b>Hand</b>	<b>Origin</b>

---

6. Plant Facilities: sq. Meter      Remark

a) Space available for manufacturer \_\_\_\_\_

b) Space available for storage \_\_\_\_\_

c) Space available for inspection  
Items offered \_\_\_\_\_

**d) Space available for storage items offered** \_\_\_\_\_

e) Are buildings fire resistant? Yes/No

f) Are premises approved by municipal Fire Department?  
\_\_\_\_\_



g) Are buildings under municipal fire protection? \_\_\_\_\_

h) Are power and fuel supply adequate to meet  
Production requirements? \_\_\_\_\_

i) Are adequate transport facilities available? \_\_\_\_\_

j) Are safety measures adequate for performance  
of proposed contract? \_\_\_\_\_

k) Are adequate material handling equipment available?  
\_\_\_\_\_

**7. Details of testing facilities available:**

a) List testing equipment available

b) Give details of tests, which can be carried out on items offered.

c) Details of testing organizations available

**8. Personnel/Organization:**

Give organization chart for following, indicating clearly the no. of employees at various levels:

1. Production

2. Marketing

3. Service

4. Spare parts

5. Administrative

9. Nearest service center to buyer:

Location \_\_\_\_\_ Phone No. \_\_\_\_\_

10. Details of OrganizationAt Service Center

a) No. of skilled employees \_\_\_\_\_

b) No. of unskilled employees \_\_\_\_\_

c) No. of engineering employees \_\_\_\_\_

d) No. of administrative employees \_\_\_\_\_

e) List of special repair/workshop \_\_\_\_\_

Facilities available

f) The storage space available for

Spare parts \_\_\_\_\_ Sqm

g) Value of minimum stock of shares

available at all the service centers

in respective currencies \_\_\_\_\_

h) List of the models/types by number of equipment serviced by the center in the last 2 years:

11. Names of two buyers to whom similar equipment are supplied in the past and to whom reference may be made by the OMFED regarding the bidder's technical and delivery ability:

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

2) \_\_\_\_\_

12. List of components usually subcontracted \_\_\_\_\_

13. Schedules for furnishing technical data and certified drawings after receipt of orders.  
\_\_\_\_\_

14. Workload as percentage of total capacity for the current and forthcoming financial year on quarterly basis. \_\_\_\_\_

15. Number of weeks required to prepare a bid proposal \_\_\_\_\_

## SECTION –VIII

### 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

M/s \_\_\_\_\_  
\_\_\_\_\_

(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, including installation, testing, commissioning and 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 Drawings
- vii) The Schedule of Supplementary Information
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Schedule of Materials to be issued by OMFED
- xi) 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.

4.0 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.**

5.0 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.

Authorized Signatory

CONTRACTOR

**In the presence of:**

**WITNESS:**

1) Signature

Name and address

2) Signature

Name and address

**SECTION-IX**  
**ACCEPTABLE FORM OF BANK GUARANTEE**

Performa of Bank Guarantee for Bid Security On Non-Judicial Stamp Paper of Rs.100/-

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, installation, testing, commissioning, 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.**

**Performa of bank guarantee for Performance security On Non-judicial Stamp Paper of Rs.100/-**

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 installation, commissioning, completion and the guaranteeing of \_\_\_\_\_

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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

Signature

Date

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.

## 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  
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**

### **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. ALL THE BIDDERS SHOULD SUBMIT QUALIFICATION APPLICATION IN THE GIVEN FORMATS WITH REQUIRED DOCUMENTATION.
- XI. BIDS SHOULD BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF 45 DAYS FROM THE DAY BIDS ARE OPENED.
- XII. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.

- XIII. 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.
- XIV. 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.
- XV. THE BIDDERS WHO QUOTE FOR SUPERVISION AND COMMISSIONING OF ANY EQUIPMENT SHOULD ALSO INDICATE THE PRICES IN THE BID SEPARATELY. THE SUPERVISION OF COMMISSIONING WOULD INCLUDE CHECKING THE INSTALLATION AND COMMISSIONING THE PLANT TO GIVE THE RATED OUTPUT.
- XVI. 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.

**THE END.**