



Tender Document for Sale of Dairy utility equipment's of Bhubaneswar Dairy under OMFED, Dist. Khurda, State-Odisha.

Tender No.: PROJ/SALE/Dairy Utility equipment/22



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

D-2, SAHID NAGAR. BHUBANESWAR - 751007

Phone: Ph.:(0674)2540273, 2546030, 2540417,2546121

www.omfed.com

Tender No.: PROJ/SALE/ Dairy utility equipment/22

Contents

Advertisement in Newspapers.....	3
Data Sheet	4
Introduction	6
General Terms and Conditions	7
1. Interpretation	7
2. Basis of Sale	8
3. Tender Document & Tender Fee.....	10
4. Tendering Process.....	12
5. Tender Participation and Eligibility Criteria	16
6. Corrigendum.....	17
7. Earnest Money Deposit (EMD).....	17
8. Inspection of Plant and Site.....	18
9. Price Bid	19
10. Declaration of Successful Bidder	20
11. Payment of Consideration of Sale.....	21
12. Sale Agreement.....	22
13. Rights of Managing Director	23
14. Arbitration Clause / Dispute Resolution Clause.....	24
15. Disclaimer.....	25
Annexure 1: Declaration by Bidder	27
Annexure 2: Details of Bidder.....	28
Annexure 3: Breakup of Price bid in details	30
Annexure 4: List of Documents to be attached.....	33

Tender No.: PROJ/SALE/ Dairy utility equipment/22

Advertisement in Newspapers



www.omfed.com

The Odisha State Cooperative Milk Producers' Federation Ltd.

D-2, SAHID NAGAR, BHUBANESWAR-751 007.

Ph No- 2546030/2540273/2540417,

Fax No (0674)2540974

TENDER CALL NOTICE FOR SALE OF EQUIPEMENTS

OMFED invites sealed techno-commercial offers from purchaser/buyers of the dairy equipment's for **“Purchasing the dairy utility equipment's of Bhubaneswar dairy under OMFED, Chandrasekharpur, Dist. Khurda, State-Odisha”**. Tender documents will be available from **03/06/2022 to 27/06/2022 up to 1.00 PM** at the above mentioned address & can also be downloaded from website & submit their offers in the aforesaid address on or before **27/06/2022 at 2.00 PM**. The offers shall be opened on dtd. **27/06/2022 at 4.00 PM**. The corrigendum / amendment to this notice if any shall be published only in the OMFED website www.omfed.com. Management reserves the right to accept or reject any or all the bid documents or part thereof without assigning any reason. For details please visit our website www.omfed.com.

Sd/-
Managing Director
OMFED

Data Sheet

Particulars	Details /Remarks
Name of Company Inviting Tender for Sale	THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
Tender Notice No.	PROJ/SALE/Dairy Utility Equipment/22
Purpose of Tender	Sale of Bhubaneswar Dairy – Dairy Utility Equipment's STRICTLY ON "AS IS WHERE IS" & "AS IS WHAT IS" BASIS as mentioned in tender document
Site Location	Bhubaneswar Dairy, Chandrasekharpur, situated at: Po.: Mancheswar Railway Colony, Bhubaneswar, Dt.: Khurda Tel.- 0674-2302168/2302131 Fax : 0674-2302641
Inspection Period of Bhubaneswar Dairy	From 06.06.2022 till 24.06.2022 on office days (between 10:00 AM to 5:00 PM)
Contact Person for Inspection	1. Mr. Saumyendra Bhaumik – (General Manager) Bhubaneswar Dairy, Mobile No.: +7440043849 2. Mr. Mritunjay Kumar (Manager DO) Mobile No.: -8863009999
Bid Documents Availability	On website www.omfed.com for download or from Account Department, OMFED Corporate Office for buying during working days & hours starting from 03.06.2022 to 27.06.2022 up to 1.00 PM

Tender No.: PROJ/SALE/ Dairy utility equipment/22

Particulars	Details /Remarks
Last Date & Time for Receipt of Sealed Bids	27.06.2022 till 2:00 PM
Pre bid meeting	08.06.2022 at 12:00 Noon
Bid Validity Period	120 Days from last date of receipt of bids
Price Bid Opening Date and Time	27.06.2022 at 4:00 PM
Tender Fee (non-refundable)	Rs. 5,000/- + GST @ 18% = Rs. 5,900/-
Bid Security/EMD	Rs. 50,000/- (fifty thousand)
All DDs should be in favor of:	OMFED, Payable at Bhubaneswar
Bank Account Details of OMFED for RTGS	Bank Name :- Indian Bank Account No :- 922440376 IFS Code:- IDIB000K157 Branch Name :- Kharvel Nagar
Officer Inviting Bids and Bid Opening Authority:	Managing Director
Address for Sending Completed Bid:	Managing Director OMFED D-2, SAHID NAGAR.BHUBANESWAR - 751007 Phone: Ph.:(0674)2540273, 2546030, 2540417,2546121, www.omfed.com
Contact Details:	1. Mr. Saumyendra Bhaumik – (General Manager) Bhubaneswar Dairy, Mobile No.: +7440043849 2. Mr. Mritunjay Kumar (Manager DO) Mobile No.:-8863009999

Note: In case the information provided in this data sheet differs from that of the rest of the tender document, information contained in this data sheet will be treated as final.

Introduction

The Odisha State Cooperative Milk Producers' Federation Ltd.(OMFED) was established during Operation Flood-II (1980 to 1985) to set up dairy cooperatives in Odisha state based on Anand Pattern. Accordingly, Village level dairy cooperative societies (DCS) are organized at grass root level to procure milk from milk producers and arrange payment based on Fat and SNF content. The procured milk transported to Chilling Centre/Bulk milk coolers owned by District cooperative OMFEDs. After chilling, the milk is supplied to nearest dairy owned by OMFED for processing and marketing. There are 12 Milk OMFEDs federated to Odisha State cooperative milk producers' Federation Ltd. (OMFED). It is an apex level dairy cooperative society registered under cooperative society Act-1962. Milk and Milk products are sold under the brand name of "OMFED" by cooperatives.

At present OMFED is procuring on an average 6.0 lakh liters of milk per day from 3760 Dairy Cooperative Societies having 2,83,000 producer members. The average milk marketing including milk products is around 5.0 lakh liters per day, as against the existing processing capacity of 5.5 lakh liter per day. In the recent days, OMFED has taken steps to double its milk procurement in next 5 years. Various Govt. Schemes like RKVY, NDP-1, NPCBB&DD, CMP & IDDP Schemes are under implementation to achieve the projected target of milk procurement to the tune of 10 lakh Ltrs. Per Day. Further, State Govt. is also encouraging the Dairy Farmers by providing health care and breeding supports along with short & long term credit with interest subvention to enhance the milk production. As milk is highly perishable, additional chilling infrastructure needs to be created.

General Terms and Conditions

1. Interpretation

- 1.1 **ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD** shall be hereinafter referred to as "OMFED", and the successful Bidder shall be hereinafter referred to as the Buyer/Purchaser.
- 1.2 General Terms and Conditions are in addition to the other Terms and Conditions and other clauses stated in this tender document and shall form an integral part of the tender.
- 1.3 In case of any conflicts or difference in meaning between the information, terms, and conditions provided in different clauses of the tender document, the data provided in the Data Sheet shall be referred to. The information contained in the Data Sheet shall prevail over information that are stated in other clauses of the tender document.
- 1.4 The terminologies used in this tender document shall have the meaning as is understood ordinarily in the commercial parlance / usage. In case of any difficulties arising out of the meaning of the terms being used, the matter shall be referred to the Managing Director of the OMFED whose decision shall be considered final.
- 1.5 The items of dairy utility equipment listed in the Annexures to this document and / or used in this document is as per the classification / grouping as maintained in our Books. The tenderer shall take due care in verifying the items and forming the correct opinion of the nature and characteristics of these items. The OMFED shall not be responsible for any misunderstanding on the part of the tenderer.

- 1.6 The tender documents do not provide details of legal cases by and against the Bhubaneswar Dairy / Bhubaneswar Dairy in courts of law. The bidders are advised to get information on the legal cases and disputes, if any, specific to the Bhubaneswar Dairy Unit, at the time of inspection of the Dairy Plant.

2. Basis of Sale

- 2.1 The dairy utility equipment's will be sold on "AS IS WHERE IS" and "AS IS WHAT IS" basis. The purchaser by himself or through authorized representatives may make his own enquiries regarding any points or information which might have been missed out in the tender. The bidders are requested in their own interest, to satisfy themselves about relevant details / material information pertaining to the aforesaid Plant & Machinery before submitting the bids.
- 2.2 Quantities of items mentioned in this tender document pertaining to Bhubaneswar Dairy Plant utility equipment's will be sold on "AS IS, WHERE IS" and "AS IS, WHAT IS" basis so far as physical condition of the same is concerned. The Bidder(s) will therefore be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc. by inspecting the plant before submitting their Bid and no complaint nor any claim in this regard will be entertained by OMFED after the submission of the Bid.
- 2.3 Bidders have to quote item price for each dairy utility equipment's of Bhubaneswar Dairy as per Annexure-3.**

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 2.4 The quantities, if indicated, against the respective plants are purely indicative and without any guarantee and OMFED will not entertain any claim / complaint from the Buyer(s) for any deficiency in quality, quantity, size or dimension. No refund of whole or any part of the purchase money for loss of profit or interest / damages or otherwise will, therefore, be entertained.
- 2.5 The Buyer or any of their representatives / workers / agents shall not indulge in any activity which is directly or indirectly prejudicial to OMFED's interest or shall not commit any acts of misappropriation, pilferage or abetting misappropriation or pilferage of Company's property or any attempt thereof, offer or attempt to offer illegal gratification including offering bribe, reward or advantage etc., pecuniary or otherwise to any officer or employee of the OMFED, indulge in any malpractice, namely but not limited to, forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support of any claim against the OMFED or indulge in any other act which amounts to offences punishable under the Indian Penal Code or any other enactment.
- 2.6 All the items listed for Sale are of good quality and working conditions to the best of knowledge of the OMFED. However, the buyer shall while inspecting the Dairy Plant shall ensure the quality and working conditions to the best of their satisfaction. The OMFED shall not be responsible for any losses arising from the negligence on the part of the purchaser during the inspection. Even if any item is found to be defective by the purchaser, the tender being "AS IS WHERE IS" and "AS IS WHAT IS" basis, no rectification or remedies of defects will be carried out by the OMFED.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 2.7 It may be noted that this sale will be subject to approvals from various authorities which we will be procuring in due course. If for any reason the approval process is delayed or in extreme case, the approval is denied, the tender process may get delayed or subject to cancellation of the entire process. In such events, kindly note that the Bhubaneswar Dairy will not be giving any compensation for any loss of time or money, if any, caused to the bidder / purchaser.

3. Tender Document & Tender Fee

- 3.1 The tender document shall consist of the following:

- A. Advertisement given in newspaper
- B. Data Sheet
- C. This Tender Document No.: PROJ/SALE/Utility Dairy Eqpt./22
- D. To include:
 - a. Introduction
 - b. General Terms and Conditions
 - c. Annexures forming part of the tender
 - d. Corrigendum (if any) posted on website from time to time

- 3.2 The Tender document is made available on website of the OMFED ["www.omfed.com"](http://www.omfed.com). If the purchaser so desires, he / she / it may use the downloaded tender for the purpose of bidding. The tenderer shall not make any alterations, whatsoever, in the downloaded document. If it is observed that the tender document is altered or tampered with in any way, such bids shall, at the discretion of the Managing Director of the OMFED, be liable for cancellation without assigning any reasons thereto.

If the tenderer is using the tender document downloaded from the website of Bhubaneswar Dairy, while submitting bid the applicant has to give the tender fee (non-refundable) of Rs. 5,000/- + GST @ 18% = Rs. 5,900/- (Rupees five thousand Nine hundred only) by way of a

Tender No.: PROJ/SALE/ Dairy utility equipment/22
Demand Draft along with pre-qualification bid.

- 3.3 An intended person can also obtain tender document in hard copy from 'Account Section, OMFED Corporate Office' by paying Rs. 5,000/- + GST @ 18% = Rs. 5,900/- being the tender fee by way of a Demand Draft (non-refundable). In this case applicant has to submit original receipt along with tender. **Bank Name:- Indian Bank, Account No. – 922440376, IFS Code:- IDIB00ok157, Branch Name- Kharvel Nagar.**
- 3.4 Before inspection of the Plant for sale, the intended bidder has to buy the tender document by paying tender fee. To save time, the tender fee can also be remitted through NEFT/RTGS to OMFED bank account no-922440376 and informing the Unique Transaction Reference (UTR) number to Mr. Susil Panda (Email: susilpanda@omfed.com) in writing. Later on the OMFED will acknowledge the receipt of money through NEFT/RTGS. In this case applicant has to submit original receipt sent to the tenderer by the OMFED along with tender.
- 3.5 All Demand Drafts shall be drawn on any Nationalized Bank payable at Bhubaneswar only, and in favor of "OMFED". Downloaded Bid Form without payment of tender fee shall be rejected summarily.
- 3.6 All the tender documents shall form integral part of the tender and the Terms and Conditions of Sale shall be governed by the terms contained therein.
- 3.7 The tender documents are not transferable. The tender document purchased in the name of a bidder shall not be transferred to any other persons for any reasons whatsoever. Such bids shall be rejected outright.
- 3.8 Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents and other instructions carefully before making their offer. In case of any doubt they may contact OMFED official mentioned in the data sheet.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

4. Tendering Process

4.1 This tender is a two-stage process. The tender document includes Pre-qualification bid & Price Bid. Only the tenders of bidders who are qualified in the pre-qualification bid will be considered for second stage. The pre-qualification bid as well as Price Bid is required to be submitted in two separate sealed envelope clearly marking the envelope as:

Part A: Pre-Qualification Documents

**Tender No.: PROJ/SALE/ dairy utility
eqpt./22 and**

**Part B (Annexure-3): Price Bid for
'Purchase of dairy utility
equipment's of Bhubaneswar Dairy.**

Tender No.: PROJ/SALE/ dairy utility eqpt./22

The envelopes shall also be marked with the name of the bidder.

Both the above documents shall be sealed and enclosed in another bigger envelope and sealed. This envelope shall be clearly marked as:

**BID FOR TENDER – Sale of dairy utility equipment's of
BHUBANESWAR DAIRY**

Tender No.: PROJ/SALE/utility dairy eqpt./22

4.2 The bid envelope as above shall be handed over to the inward department at reception of OMFED, Corporate Office. The acceptance of the bids shall be closed at the last date and time of receipt of the completed bids and in no circumstances bids will be accepted thereafter.

OMFED Corporate Office

D/2, Sahid Nagar, BBSR-751007

Dist-Khurda, State:-Odisha.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 4.3 Part A:** Prequalification Bid shall consists of documents as mentioned in **Annexure-4**
- 4.4 Part B:** Price Bid shall consists only the duly filled Price Bid. The format of Price Bid is given in **Annexure – 3** to this tender document.
- 4.5 Items for Sale:** Bhubaneswar Dairy utility equipment's items stated in **Annexure – 3**.
- 4.6 Type of Sale:** Sale through Tender with each item rate price. No price revision will be accepted. This price shall be the basic price only, that is, excluding applicable taxes.
- 4.7** The Bidder while bidding shall quote their bid price in Indian Rupees (INR) as base price, exclusive of other charges like taxes and levies etc. as will be applicable. These charges shall be on the Bidders' account. During the bidding process, the bidder cannot reduce the price once quoted.
- 4.8** The Bidder shall offer only each item rate price in the prescribed format. Any changes in bid price by any means will not be accepted. The bid price shall be legibly written with no overwriting. The bid price written with overwriting will get rejected.
- 4.9** Price Bid shall be filled in Indian Rupees (INR) only.
- 4.10** In case of difference between Bid Price in digits (numbers) and bid price in words, Bid Price written in words will be treated as final.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 4.11 The date, time and period of sale process mentioned in the Data Sheet including closing time will be adhered to.
- 4.12 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify the bid before submitting their Bid. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint /representation will be entertained by OMFED in this regard.
- 4.13 Bidders may either themselves or through their authorized representative subject to a maximum of two persons per bid, may attend the bid opening process.
- 4.14 Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time fixed for submission of bids as the bids received after the closing date and t i m e of the tender will not be considered.
- 4.15 The bid once submitted by you, cannot be cancelled/withdrawn and the bidder shall be bound to buy the property at the final bid price. The failure on the part of bidder to comply with any of the terms and conditions of the tender notice and tender document will result in forfeiture of the amount paid by the defaulting bidder. Bidder cannot claim the amount paid after forfeiture of amount paid.
- 4.16 The bidders are required to sign each page of tender document as token of acceptance of the terms & conditions and modality of sale through tender given above.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 4.17 Tender Submission: The tender submission is scheduled to be conducted on days & time as specified in the tender document. The bidders are cautioned not to wait till the last minute to send their bid to avoid complications related to delivery by registered post/speed post etc.
- 4.18 It is responsibility of Bidder to ensure submission and receipt of bid in time at designated place, otherwise late receipt of bid will disqualify in tendering.
- 4.19 In case of tie among the bids submitted, auction will be conducted between the tie bidders.
- 4.20 The bidders shall take care to furnish only correct information in the bid document. If incorrect information is provided in bid documents or if the bid document is incomplete with respect to information sought, it will be the sole discretion of the Managing Director to deal with such bids, to either accept with or without conditions or to reject the bid altogether.
- 4.21 All bids placed as per this bid document are legally valid bids and would be considered as the bids from the bidder himself/herself/itself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, Managing Director will forfeit the Earnest Money Deposit.
- 4.22 The 25% of the contract amount shall be paid within 07 (Seven days) of the date of issue of the contract & rest 75 % of the contract amount shall be paid within 14 days of the date of issue of the contract. The equipment's must be dismantled & shifted from Bhubaneswar Dairy by the bidder within 10 (Ten) days from the date of full payment of the Contract value to the OMFED.**

5. Tender Participation and Eligibility Criteria

5.1 Who Can Participate in the Tender Process

5.1.1 A person shall mean and include an individual, a partnership firm, a LLP (Limited Liability Partnership) a corporate / co-operative entity or other entities registered under any Law for the time being in force or any other combination of such persons are eligible to participate in this tender process.

5.1.2 A person shall include non-residents and citizens outside India, provided they have complied with all Laws applicable to them in India and outside India in relation to the participation in the tender process and subsequent purchase / sale. A declaration with details of compliances shall be provided on or before the commitment / carrying out of each event.

5.1.3 Without prejudice to the preceding paragraphs, following persons shall not be eligible to participate in the tender process:

- a) A minor;
- b) An undischarged insolvent, or has applied to be adjudged as an insolvent;
- c) A person declared to be of unsound mind

5.2 Eligibility Criteria – Financial

5.2.1 The bidders shall furnish the following particulars at the time of purchase of tender documents or at the time of submitting bids in downloaded tender documents, as the case may be:

- a) Tender paper cost
- b) Earnest Money Deposit (EMD)
- c) Duly filled all Annexure 1 to 4 by the bidder.

5.2.2 One can participate in one or all items of the equipment's sale process against one PAN number.

5.2.3 The highest price quoted for each item shall be awarded with the contract of particular that item only.

6. Corrigendum

- 6.1 Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site www.omfed.com only. The bidders are therefore advised to refer to the above website from time to time to keep themselves updated.
- 6.2 OMFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

7. Earnest Money Deposit (EMD)

- 7.1 The Earnest Money Deposit (EMD) i.e **Rs. 50,000/-** shall be in form of Demand Draft drawn on any Nationalized Bank payable at Bhubaneswar only, in favor of “OMFED”. Bid Form without EMD shall be rejected summarily.
- 7.2 EMD amount shall be adjusted in case of the successful bidder, otherwise refunded to the unsuccessful bidders by A/C payee cheque within 15 (fifteen) working days of finalization of sale by the Managing Director.
- 7.3 The EMD shall not earn any interest.
- 7.4 In case, the Bid is accepted and the Bidder(s)/ Buyer(s) refuse (s) / fail (s) to make further financial arrangements towards the full value of sale consideration and/or Taxes /Duties and / or other financial arrangement in stipulated TIME LIMIT mentioned in the Tender, the EMD shall be forfeited without prejudice to the rights of OMFED to claim such further damages in this regard without further reference to the Bidder (s) /Buyer(s).

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 7.5 In case, the Bidder(s) wish(es) to withdraw his offer before the expiry of the validity period of the offer, then EMD shall be forfeited without further reference to the Bidder.
- 7.6 In order to afford reasonable protection to the interests of the Bidders, the Bidders MUST legibly indicate in the appropriate space provided for in the Tender Documents, their Bank Account Number and the name of the Bank and Branch where such Account is held by the Bidders which information can be used by the OMFED for refunding the EMDs of the Bidders. OMFED shall not be responsible in any way whatsoever for any loss and/or delay and/or misplacement of such refund cheque in transit which will normally be sent to the Bidders under registered post / courier / speed post at the OMFED discretion.
- 7.7 The Bidders must write their name and address or affix the Rubber Stamp of their Firm / Company / Other entity at the back of all the DDs submitted towards EMD and Tender Fee. Bidders must mention their Bank Account Number, Name & Branch of their Bank in the enclosed Declaration Sheet for enabling OMFED to refund their EMD as and when required, failing which no refund of EMD will be made by the OMFED.

8. Inspection of Plant and Site

- 8.1 The dairy utility equipment items listed in tender may be inspected at the site of **Bhubaneswar Dairy situated at Po.: Mancheswar Railway Colony, Bhubaneswar, Dt.: Khurda**. The interested parties can inspect the properties at site.
- 8.2 The interested parties can inspect the Plant between the dates mentioned in Data Sheet after buying tender document, at their own cost after giving a minimum of 24 hours prior intimation and getting confirmation from our side.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 8.3 Contact details for inspection arrangements are given in the data sheet.
- 8.4 Person coming for inspection should carry valid ID proof and Authority Letter from the prospective bidder. Any damage to the property/person of the OMFED shall be payable by such prospective bidder.
- 8.5 In case of inconvenience caused for inspection, the interested parties may contact the General Manager, Bhubaneswar Dairy as per the mentioned address.
- 8.6 Bidder(s) should thoroughly satisfy themselves about the nature, condition, quantity, quality and working conditions of the Equipment's. OMFED gives no guarantee or warranty as to the conditions of the items or its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quantity, quality, condition, fitness for use shall be entertained by the OMFED.

9. Price Bid

- 9.1 Format of Price Bid is given in **Annexure 3**.
- 9.2 The price to be quoted (Price Bid) shall be basic price only.
- 9.3 The purchaser shall bear all taxes, government and local charges / fees payable if any as applicable in this transaction as per law as amended from time to time. In addition to the sale consideration, it shall be the responsibility of the highest bidder to pay applicable Government charges and taxes if any for the time being in force.
- 9.4 **The bidder quoted highest price in the individual item excluding of applicable taxes shall be awarded the contract for that item only.**

10. Declaration of Successful Bidder

- 10.1** Successful Bidder: At the end of the process OMFED will evaluate all the bids submitted and will decide upon the successful bidder. Managing Director's decision regarding declaration of successful bidder will be final and binding on all the bidders. The successful bidder will be informed about the acceptance in writing by the Managing Director.
- 10.2** The bidder shall be declared to be the successful bidder of the properties mentioned herein provided that otherwise he / she / it is legally and as per the terms of the tender document qualified / eligible to bid and the bid made is complete in all sense.
- 10.3** The Managing Director, however, has the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be without assigning any reason.

11. Payment of Consideration of Sale

11.1 The payment breakup is detailed out below:-

Sl no.	Payment in Percentage basis	Time Period
1.0	25% of the contract price shall be paid by the successful bidder	Seven (07) working days from the date of issue of the contract.
2.0	75% of the contract price shall be paid by the successful bidder	Fourteen (14) working days from the date of issue of the contract.

Note:-

- Payments stated under this clause shall be made through RTGS or demand draft in favour of OMFED payable at Bhubaneswar only. Bank Name:- Indian Bank, Account No. – 922440376, IFS Code:- IDIB00ok157, Branch Name- Kharvel Nagar.
- The equipment's must be dismantled & shifted from Bhubaneswar Dairy by the bidder within **10 (Ten) days from the date of full payment of the Contract value to the OMFED**

11.2 In case of default of payment or failure to remit the balance amount as mentioned above within the stipulated time, the default will result in forfeiture of EMD as well as deposit of 25% of the sale consideration and forfeiture of all claims over the property. The Managing Director of OMFED will have the right to sell the property again at any time after the default is caused.

11.3 Where the Plant & Machinery is not sold or the sale is not confirmed in favor of any bidder, for any reasons, such bidder shall be entitled to receive back the entire amount paid by the bidder towards sale consideration without any interest. However, the bidders shall not be entitled to claim any compensation or damages on any ground whatsoever.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 11.4 If any Government levies/taxes / local body charges like GST, Income Tax/ Registration Charges etc. are payable, the same shall be on buyers account. The Bid Price shall be basic value only and applicable taxes will be extra at actual and will be in the scope of prospective buyer only.
- 11.5 The sale value must be paid by Demand Draft drawn on any Nationalized Bank payable at Bhubaneswar only, in favor of “OMFED’. Alternatively, it can be remitted through RTGS in the bank details mentioned at below.

Bank Name :- Indian Bank
Account No :- 922440376
IFS Code:- IDIB000K157
Branch Name :- Kharvel Nagar

12. Sale Agreement

- 12.1 Sale Agreement will be made between OMFED and the successful Bidder . Unless and until the full and final payment is made and the documentation of sale is completed the dismantling & the lifting of Bhubaneswar Dairy utility equipment’s will not be allowed. The dismantling & lifting will also be documented appropriately. Once the lifting of items listed is taken by the successful bidder, he has to sign off the No Claim Certificate.
- 12.2 The Sale Certificate / Document will be issued in the name of the ORIGINAL BIDDER after full payment of the entire sale price amount.
- 12.3 The purchaser shall bear all taxes, government and local charges / fees payable if any as applicable in this transaction as per law as amended from time to time. In addition to the sale consideration, it shall be the responsibility of the highest bidder to pay applicable Government charges and taxes if any for the time being in force.
- 12.4 In case of any default in lifting of the plant and machineries by the Buyer(s), the buyer shall be responsible for paying the costs incurred by OMFED.

- 12.5 The buyer shall lift the utility dairy equipment's by deputing the buyer's own employees and the cost of such deputation shall be borne by the buyer.
- 12.6 The items of the Plant shall be lifted on **“AS IS WHERE IS” and “AS IS WHAT IS”** basis at Buyer's own risk and cost.
- 12.7 The Dairy Plant utility equipment will be allowed to dismantle & shift after all the payments along with taxes and duties payable by the buyer are received in full by the OMFED. The buyer shall take the equipment's on **“AS IS WHERE IS” and “AS IS WHAT IS”** basis and shall lift from the Dairy as per the tender document / sale agreement.
- 12.8 The vendor shall generate E- way bill for transfer of assets.
- 12.9 The OMFED management should not be held responsible for any kind of mis utilization of assets by the vendor after sale.

13. Rights of Managing Director, OMFED

Notwithstanding anything to the contrary contained elsewhere in this document, the Managing Director of the OMFED shall have the powers stated here:

- 13.1 The Managing Director of the OMFED shall be at liberty to amend/modify/delete any of the terms and conditions at his sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the bidders/purchaser and the bidders/purchaser shall be deemed to have accepted such revised terms and shall accordingly be bound by them.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 13.2 The Managing Director shall also have the right to cancel / postpone / defer / annul the sale tender, whether before or after the scheduled date of tender, without assigning any reasons and without prior intimation / notice to the bidders.
- 13.3 The Managing Director shall have the absolute right to accept or reject the bid or postpone or cancel the sale, as the case may be without assigning any reason.
- 13.4 The Managing Director shall also be at liberty to cancel the sale process / tender at any time before/after declaring the successful bidder, without assigning any reason.

14. Arbitration Clause / Dispute Resolution Clause

- 14.1 It is expected that the parties shall attempt in the first instance to resolve any dispute by amicable discussion within a period of 15 days of arising of the dispute. If the disputes persist and not resolved by discussions, within the prescribed time, either party may refer the dispute for resolution before a sole arbitrator, who shall be mutually consented by both the parties. Arbitration proceeding shall be held at Bhubaneswar only.
- 14.2 Jurisdiction in case of all the disputes not resolved in the arbitration or otherwise will be the courts in Bhubaneswar only.
- 14.3 In case of any conflict between any Remarks / Terms & Conditions / Notes stipulated in the Tender Document, the decision of Managing Director, OMFED would be final.

15. Disclaimer

- 15.1 This document is not an agreement and is neither an offer nor invitation by OMFED to the prospective Bidders or any other person. The purpose of this document is to provide interested Bidders with information that may be useful to them in making their Bids/Proposals pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by the OMFED in relation to the tender for sale. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for OMFED its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this tender document, may not be complete, accurate, adequate or correct.
- 15.2 Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtains independent advice from appropriate sources.
- 15.3 Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Tender No.: PROJ/SALE/ Dairy utility equipment/22

- 15.4 OMFED & its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in the Bidding Process.
- 15.5 OMFED also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.
- 15.6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMFED or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder.
- 15.7 OMFED reserves the right to reject all or any of the Bids without assigning any reason whatsoever.
- 15.8 The Managing Director shall not be responsible in any way for any third-party claims/rights/dues or existing and future encumbrances, liens, claims, charges and interest of whatsoever nature whether known or unknown to the Managing Director.

Annexure 2: Details of Bidder

S. No.	PARTICULARS	Details to be Provided by Bidder
1	Name of the Firm/company/individual person	
	Name of Partners/Directors of Company/firm of Intending bidder	
	Brief Profile of Partners / Directors / Owner / Promoters (<i>Attach separate sheet</i>)	
	Address of the Applicant	
	Type of Person	
	Telephone Number:	
	Mobile No.:	
	Fax No.:	
	Email id:	
2	Present profession of the Applicant (<i>Please give details of the work being carried out.</i>)	
3	Bank account details for refund of EMD (<i>Attach one cancelled cheque</i>)	
	Bank Account No.	
	Bank Name and Address	
	Bank Account Type	
	IFSC	
4	Earnest Money	
	Number, date and amount of DD	
	Bank on which DD is drawn.	
	Tender Fee	
	Number, date and amount of DD	
	Bank on which DD is drawn.	
	Unique Transaction Reference (UTR) number in case of payment through NEFT/RTGS	
5	PAN Card (<i>Attach self-certified copy</i>)	
6	GST No: (<i>Attach self-certified copy</i>)	

Tender No.: PROJ/SALE/ Dairy utility equipment/22

S. No.	PARTICULARS	Details to be Provided by Bidder
7	Certificate of Aadhar Card for individual person /Incorporation or Registration of the Firm/Entity <i>(Attach self-certified copy)</i>	

Note: Attach separate sheets if required.

Place:

Date:

I/We applicant, in the capacity of do hereby declare that what is stated above is true to the best of my/our information and belief.

Signature of the Applicant

Full name of Bidder:

Stamp

Instruction: It has to be printed on letter head of bidder. Attach relevant documents mentioned as above.

FORMAT FOR PRICE BID
ITEM WISE RATE CONTRACT
SCHEDULED OF QUANTITY FOR UTILITY DAIRY
EQUIPMENT'S OF BHUBANESWAR DAIRY UNDER OMFED,
Dist. Khurda.

Sl No	Label no.	Equipment Name	MAKE	CAPACITY	QNTY	Rate Quoted In Rs/ excluding applicable taxes.	Rate Quoted (in words)
1.	30.	IBR Boiler (OR390)	Thermax Shellmax	2 Ton	1		
2.	31.	Over Head Tank	Local	500 ltr	1		
3.	32.	Over Head Tank	Local	500 ltr	1		
4.	33.	BOILER	NA	600 KG	1		
5.	34.	Boiler	NA	300kgs	1		
6.	35.	AIR COMPRESSOR	ELGI	5 HP	1		

Signature of the Applicant

Full name of Bidder/Address:

Stamp

Tender No.: PROJ/SALE/ Dairy utility equipment/22

Sl No	Label no.	Equipment Name	MAKE	CAPACITY	QNTY	Rate Quoted In Rs/ excluding applicable taxes.	Rate Quoted (in words)
7.	36.	AMONIA COMPRESSOR (PC-2)	KIRLOSKER	20 TR	1		
8.	37.	AMONIA COMPRESSOR (PC-2)	KIRLOSKER	20 TR	1		
9.	38.	LIQUID RECEIVER	NA	500 LTR	1		
10.	39.	LIQUID RECEIVER	NA	500 LTR	1		
11..	40.	Air Compressor	ELGI	5 HP	1		
12.	41.	Crate Washer	NA	NA	1		
13.	42.	Ammonia Compressor	Kirloskar	40 TR	1		
14.	43.	Booster Compressor	Kirloskar	20TR	1		
15.	44.	Ammonia Receiver	NA	2000 ltr	1		
16.	45.	Ammonia Receiver	NA	2000 ltr	1		

Signature of the Applicant

Full name of Bidder/Address:

Stamp

Tender No.: PROJ/SALE/ Dairy utility equipment/22

Sl No	Label no.	Equipment Name	MAKE	CAPACITY	QNTY	Rate Quoted In Rs/ excluding applicable taxes.	Rate Quoted (in words)
17.	46.	200 ml Glass bottle Batch Sterilizer	NA	200 ml	1		
18.	47.	200 ml Glass bottle Batch Sterilizer	NA	200 ml	1		
19.	48.	200 ml Glass bottle Batch Sterilizer	NA	200 ml	1		
20.	49.	ETP Sand Filter	NA	3 lakhs liter/day	1		
21	50.	ETP Sand Filter	NA	3 lakhs liter/day	1		

Note:

1. The bidder shall be award the contract for the highest quoted rate excluding applicable taxes for individual item only.
2. Above lists are for major plant, machinery and equipment. These lists are not exhaustive to cover all the items including accessory items.
3. Engineering spare parts, consumables, tools etc. are not covered in above lists of assets.

Signature of the Applicant

Full name of Bidder/Address:

Stamp

Annexure 4: List of Documents to be attached

Part A: Pre-qualification Bid

1. Receipt of tender document fee paid to the OMFED. (Demand Draft/Money receipt of the OMFED/RTGS/NEFT)
2. The EMD (Earnest Money Deposit) by Demand Draft
3. The Declaration by the Bidder as per format provided in **Annexure – 2**
4. The Details of Bidder as per format provided in **Annexure – 3** and supporting documents
5. Original /Self-certified copies of documents specified in Annexures
6. Tender documents Signed and Stamped in each page by the bidder as token of agreement of the terms and conditions thereto.

Part B: Price Bid

Part B consists only the duly filled Price Bid. The format of Price Bid is given in **Annexure-3** to this tender document. The hard copy of original Price Bid shall be submitted as per the procedure mentioned in tender document on or before due date.

~ End of Tender Document ~