

E - TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRIAL RUN OF POWDER
PACKING MACHINE FOR PACKING OF MILK POWDER
IN 15gm 20 gm 50gm & 100gm LAMINATED FOIL
AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, DIST: CUTTACK**



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

D-2, Sahid Nagar, Bhubaneswar-751 007.

November 2024

**Paper Cost: Rs.6,000/- + 18%GST
(or say Rs.7,080/-)**

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

TELEPHONES :(0674)-2546121, 2544576, 2540417, 546030, 2540273 FAX: 0674-2506974

Email: dairyoperation@omfed.com web site: www.omfed.com

TENDER FOR:

SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRIAL RUN OF POWDER PACKING MACHINE FOR PACKING OF MILK POWDER IN 15GM, 20 GM 50GM & 100GM LAMINATED FOIL AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, DIST: CUTTACK.

LOCATION OF DAIRY SITE : OMFED DAIRY, ARILO-GOVINDPUR, BARANG,
DIST: CUTTACK

TENDER REFERENCE : Proj/183/ALL DAIRY/POWDER PACKIING/24

DATE OF COMMENCEMENT TO DOWN
LOAD OF BIDDING DOCUMENT : 01.11.2024

LAST DATE FOR SUBMISSION OF
BIDDING DOCUMENT / ONLINE BIDDING : 12.11.2024 at 1400 hours

DATE AND TIME OF OPENING OF
TECHNICAL BIDS : 12.11.2024 at 1500 hours

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

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

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	TENDER NOTICE	4
II	INSTRUCTIONS TO BIDDERS	5
III	GENERAL CONDITIONS OF CONTRACT	15
IV	SPECIAL CONDITIONS OF CONTRACT (ERECTION& COMMISSIONING)	25
IV (A)	SPECIAL CONDITIONS OF CONTRACT (MECHANICAL INSTALLATION)	37
IV (B)	SPECIAL CONDITIONS OF CONTRACT (ELECTRICAL INSTALLATION)	41
V	TECHNICAL SPECIFICATIONS	43
VI	COMMERCIAL BID	51
VII	BID FORM	52
VIII	QUALIFICATION APPLICATION	55
IX	FORM OF AGREEMENT	58
X	ACCEPTABLE FORMS OF BANK GUARANTEE	61
XI (1)	MANUFACTURERS' AUTHORISATION FORM	69
XI (2)	MANUFACTURERS' AUTHORISATION FORM	71
XII	TECHNICAL DEVIATION STATEMENT FORM	73
XIII	POINTS BIDDERS SHOULD BEAR IN MIND	74

SECTION I



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

E- TENDER NOTICE

OMFED invites sealed offer from original manufacturers / traders of Powder packing machine having adequate experience. The bidders are required to submit their Techno - commercial offer in separate sealed envelope for supply, installation, testing, commissioning and trial run of five nos **Powder Packing machine for packing of milk powder in 15gm 20 gm 50gm & 100gm laminated foil at OMFED Dairy, Arilo-Govindpur, Barang, Cuttack.**

Interested bidders may download the Tender Document from The OMFED web site www.omfed.com only for reference. Bid document will be available in the <https://tendersodisha.gov.in> from **10.00 AM of 01/11/2024 to 2.00 PM of 12/11/2024** for bidding. Tender cost of **Rs.6000/-+18%-GST** along with **E.M.D. of Rs.1,50,000/-** shall be deposited through online portal at **<https://tendersodisha.gov.in>** The technical Bid shall be **opened at 03.00 PM on 12/11/2024** at the OMFED Corporate Office in the presence of the interested bidders.

Bidders are advised to visit OMFED website regularly for 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

A. GENERAL INFORMATION

1.1 SCOPE OF WORK: -

Supply, installation, testing, commissioning and trial run of five nos Powder Packing machine for packing of milk powder in 15gm 20 gm 50gm & 100gm laminated foil at OMFED Dairy, Arilo-Govindpur, Barang, Cuttack.

1.2 LOCATIONS AND AREA

- OMFED Dairy Arilo-Govindpur, Barang, Dist- Cuttack

1.3 Period of Completion

The period of completion of work including supply, installation, testing, commissioning, trial run and handing over, shall be **60 days** from the date of issue of work order.

1.4 IMPORTANT NOTE

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

2.0 Eligibility and Qualification requirements:-

- 2.1 The bidder should have minimum five years of experience in manufacturing and supplying of Powder Packing machine of different capacity.
- 2.2 Average annual Sales turn over should not to be less than 100 lakhs during last three financial years (2020-21 to 2022-23).
- 2.3 The bidder should have successfully supplied & commissioned the equipments in the recent past.
- 2.4 The bidder should furnish the supply / commissioning certificate from the client.
- 2.5 The bidders shall make a technical presentation during technical bid opening.

3.0 Price basis:

3.1 For supply:

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

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

3.2 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 10 days.

Prices quoted should be on FOR destination basis, inclusive of all taxes & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. The contractor shall be responsible for supply of all sundries / power / fuel as may be required for erection, testing, commissioning & performance trial run for 10 days, including oil and lubricants. However, electrical/ fuel charges during the 10 days period of performance trial run shall be borne by OMFED.

The contractor shall have to create their own storage space for all the equipments & materials and provide watch & ward for it. Insurance of equipments & materials during storage, shifting, installation & testing shall be contractor's responsibility.

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) Special conditions of contract (for Electrical installation);
- (f) Technical Specifications and schedule of quantities;
- (g) Form of Agreement;
- (h) Bid Form;
- (i) Schedule of Supp. Information;
- (j) Standard Forms of Bank Guarantees;

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

6.0 Clarification of Bidding Documents

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

7.0 Amendment of Bidding Documents

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

8.0 PREPARATION OF BIDS

8.1 DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:

- Documents in support of credentials of the party.
- Work order copy and completion certificate from the clients where the party has executed such type of work in last five years.
- Audited financial statement for the year 2020-21, 2021-22 & 2022-23.
- Copy of IT return for the financial year 2020-21, 2021-22 & 2022-23.
- GST certificate.
- Copy of GSTIN / PAN No.
- Cost of tender paper & EMD shall be deposited through online portal at <https://tendersodisha.gov.in>.
- The original bidding document as downloaded by the bidder should be signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- Declaration regarding not being black listed by any organization.

8.2 DOCUMENTS TO BE SUBMITTED IN THE COMMERCIAL BID:

- The bidder shall submit their offer as per given **BOQ** format provided at online portal <https://tendersodisha.gov.in>.
- The rate shall be inclusive of freight, packing, forwarding, transit insurance, all taxes, duties & GST etc. as applicable.

9.0 **Bid form**

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

10.0 **Bid Prices**

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

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

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

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

Or

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

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

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

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

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

10.4 **Fixed Price**

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

11.0 Documents Establishing Bidders' Eligibility and Qualifications

- 11.1 The Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the format attached to the Bid document.
- 11.2 The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted, shall establish to the OMFED'S satisfaction:
- a) That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods.
 - b) That the bidder has the financial, technical and production capability necessary to perform the contract. To this end, all bids submitted shall include the following information along with Schedule-I and schedule-II under Section VIII:
 - i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
 - ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past 5 years and details of current contracts in hand and other commitments;
 - iii) Major items of plant and equipment available/ installed in the Bidder'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.

12.0 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 12.1 The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the bidder proposes to supply under the contract.
- 12.2 The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawing and data, and shall furnish:
- (a) A detailed description of the goods' essential technical and performance characteristics.
 - (b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods' use by the OMFED: and
 - (c) A clause-by-clause commentary on the OMFED'S technical specification demonstrating the goods' and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the technical specification.
- 12.3 **For purposes of the commentary to be furnished pursuant to Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the OMFED in its Technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/ or catalogue numbers in its bid, provided that it demonstrates to the OMFED'S satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical specifications.**

13.0 Bid Security (Earnest Money Deposit)

13.1 Pursuant to clause 8, the Bidder shall furnish, as part of its bid, **bid security as furnished below.**

- a. Bid security for a value of **Rs.1,50,000/-** shall be deposited through online portal at **<https://tendersodisha.gov.in>**.
- b. The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- c. The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

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

13.3 Any bid not secured in accordance with para's. 13.1 and 13.3 will be rejected by the OMFED as non-responsive.

13.4 The successful Bidder's bid security will be discharged upon the bidders executing the agreement and furnishing the performance security.

14.0 Period of validity of bids

14.1 Bids shall remain valid for 180 days after the date of bid opening, stated in the cover page/ tender notice. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.

14.2 In exceptional circumstance, the OMFED may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Cable or Fax. The bid security provided under clause-13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

15.0 Format and signing of bid

15.1 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unammended printed literature, shall be initialed by the person or persons signing the bid.

15.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signing the bid.

15.4 Submission of bids shall be submitted through online portal at <https://tendersodisha.gov.in>.

16.0 Sealing and marking of bids

~~16.1 The bidders shall seal the original bidding document, comprising of all relevant documents, drawings, technical bid and commercial bid in separate sealed envelope.~~

~~16.2 The envelope shall:—————~~

~~(a) Be addressed to the OMFED at the following address:~~

~~ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., D-2, Sahid Nagar, Bhubaneswar—751007.~~

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

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

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

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

17.0 Deadline for submission of bids

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

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

18. Late bids

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

19. Modification and withdrawal of bids

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

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

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

D. BID OPENING AND EVALUATION

20.0 Opening of Bids by OMFED

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

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

21.0 Clarification of bids

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

22.0 Preliminary Examination

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

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

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

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

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

23.0 Evaluation and Comparison of Bids

23.1 The marking structure for technical evaluation is placed in below table. **The bidder scoring a total mark of 80 or more will be eligible for opening of commercial bid.**

Sl. No.	Technical Evaluation Criteria	Maximum marks
1	Average Annual turnover for last 3 financial years (FY 20-21, FY 21-22 and FY 22-23) i. Minimum turnover of INR 1 Crore to 2 Crore - 15 marks. ii. > INR 2 Crore - 20 marks.	20
2	Minimum five years of experience in manufacturing and supplying of Powder Packing machine of different capacity. i. Supply to Nandini / Amul / Sudha / Punjab Federation - 20 marks. ii. Any other cooperative or Govt. organisation - 15 marks.	20
3	Performance/Machine speed of Equipments supplied i. 40 to 60 Pouches Per Min: 10 marks. ii. 61 to 80 Pouches Per Min: 15 marks. iii. More than 80 Pouches Per Min: 20 marks	20
4	Organisation strength i. 05 - 14 on - roll strength - 10 marks. ii. 15 - 20 on - roll strength - 20 marks.	20
5	Technical Presentation - 20 marks.	20
	Total	100 marks

The participated bidders have to make the technical presentation at 3:30 PM on the same day. VC link will be sent to the participated bidders for online presentation after opening of technical bids.

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

23.2 The comparison shall be on FOR site basis, (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and GST payable on finished goods offered) as well as on the cost of installation, testing, commissioning & performing 30 days trial run.

- 23.3 The OMFED'S evaluation of a bid will take into account, in addition to the bid price and the cost of services including installation, testing, commissioning, performance trial run & handing over, the following factors:
- (a) Cost of inland transportation, insurance and other costs incidental to delivery of the goods to their final destination including excise duty;
 - (b) Delivery schedule offered in the bid;
 - (c) The cost of components, spare parts and service;
The availability in India of spare parts and after sales services for the equipment offered in the bid;
 - (d) Deviation in payment schedule from that specified in the special conditions of contract;
 - (e) The quality and adaptability of the equipment offered.

24.0 Contacting the OMFED

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

F. AWARD OF CONTRACT

25.0 Post-qualification

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

26.0 AWARD CRITERIA

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

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

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

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

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

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

29.0 Notification of Award

29.1 Within the period of bid validity, the OMFED will notify the successful bidder in writing by registered letter or by cable/ telex/ fax, (to be confirmed in writing by registered letter) that its bid has been accepted.

29.2 The notification of award will constitute the formation of the contract.

29.3 Upon the successful bidder's furnishing of performance security, the OMFED will promptly notify each unsuccessful bidder and will discharge its bid security.

30.0 Signing of Agreement

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

31.0 Performance Security

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

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

32.0 IMPORT LICENCE

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

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. STANDARDS

The quality standard with ISI / BIS / any other recognized standard shall be preferred.

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

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

4. Use of Contract and Information

- 4.1 The contractor shall not, without the OMFED'S prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OMFED in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The contractor shall not, without the OMFED'S prior written consent, make use of any document or information enumerated in para.4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself, enumerated in Para. 4.1 shall remain the property of the OMFED and shall be returned (in all copies) to the OMFED on completion of the contractor's performance under the contract if so required by the OMFED.

5. PATENT RIGHTS

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

6.0 PERFORMANCE SECURITY

- 6.1 Within 15 days of the contractor's receipt of notification of award of the contract, the contractor shall furnish **performance security to the OMFED in the amount of 10% of the contract value, in accordance to clause 31 of the instruction to bidders.**
- 6.2 The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 6.3 The performance security shall be denominated in Indian rupees and shall be in the following form:
- a) A Bank guarantee, issued by a Nationalised Bank in India, and in the form provided in the bidding documents.
 - b) Demand draft in favour of "Orissa State Co-operative Milk Producers' Federation Limited" payable at Bhubaneswar.
- Such Bank guarantee shall be valid upto three months after the expiry of the warranty / guarantee period.
- 6.4 The performance security will be discharged by the OMFED and returned to the contractor not later than 365 days following the date of completion of the contractor's performance obligations, including any warranty / guarantee obligations, under the contract.
- 6.5 No interest shall be paid on the performance security deposit by the OMFED.

7. Inspection and Tests

- 7.1 The OMFED or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the contract. The Technical Specifications shall specify what inspections and tests the OMFED shall notify the contractor in writing of the identity of any representatives, if retained for these purposes.
- 7.2 The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.
- 7.3 The inspections and tests may be conducted on the premises of the contractor or its subcontractor(s) / at point of delivery and/or at the good's final destination. Where conducted on the premises of the contractor or its subcontractor(s) / all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the OMFED. In case of any defects or deficiency notified by the OMFED'S inspection authority, the contractor will rectify and make good the same without delay and not proceed further processing of such items(s) of goods without obtaining approval from the inspection authority.
- 7.4 Should any inspected or tested goods fail to conform to the specifications/ the OMFED may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the OMFED.
- 7.5 The OMFED'S right to inspect, test and, where necessary, reject the goods after the goods' arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the OMFED or its representative.
- 7.6 Nothing in clause 7 shall in any way release the contractor from any warranty or other obligations under this contract.

8. Packing and Marking

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

9. Delivery and documents

9.1 Delivery of the goods shall be made by the contractor for destination, by road.

9.2 The following documents shall be provided by the contractor / contractor:

Original and three copies of:

- (i) The contractor's invoice showing order no. Goods description, quantity, unit price, total amount;
- (ii) Delivery note/packing list/lorry receipt;
- (iii) Manufacturer's/contractor's guarantee certificate;
- (iv) Inspection certificate issued by the nominated inspection agency, and the contractor's factory inspection report;
- (v) Insurance policy;
- (vi) Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
- (vii) Any other document evidencing payment of statutory levies.

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

10. Insurance:

10.1 For supply of equipments:

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

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

10.2 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.

11. Transportation

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

12. Incidental services

12.1 The contractor is required to provide the following services:

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

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

13. Spare parts

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

- a) Such spare parts as the OMFED may elect to purchase from the contractor, provided that this election shall not relieve the contractor of any warranty obligations under the contract; and
- b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the OMFED of the pending termination, in sufficient time to permit the OMFED to procure its needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the OMFED, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

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

14. Warranty / guarantee

14.1 The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that the goods supplied under this contract shall have no defect arising from design, material of

workmanship or from any act or omission of the contractor that may develop under normal use of the supplied goods in the conditions. The contractor also guarantees that the goods supplied shall perform satisfactorily as per the designed/rated/ installed capacity as provided for in the contract.

- 14.2 This warranty / guarantee shall remain valid for 12 months after the goods, or any portion thereof as the case may be, have been delivered, commissioned & handed over to the OMFED after the performance of 30 days trial run period.
- 14.3 The OMFED shall promptly notify the contractor in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the OMFED.
- 14.5 If the contractor, having been notified, fails to remedy the defects(s) within a period of 30 days, the OMFED may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the OMFED may have against the contractor under the contract.
- 14.6 This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the OMFED or his authorised representatives.

15. Terms of payment For equipments.

15.1 For Supply of Equipment.

75% Payment after safe arrival of material at site.

15% after successful commissioning and handing over.

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

PSD @10% of the material cost (Supply value) shall be retained & shall be released after one year from the date of handing over subject to satisfactory performance. PSD can be released during retention period against equivalent amount of Bank guarantee.

15.2 For Erection component.

Payment in full shall be released after successful installation / commissioning.

16. Fixed prices

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

17. Change orders

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

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

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

18. Contract Amendment

Subject to clause 17, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the OMFED.

19. Assignment

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

20. Subcontracts

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

21.0 Delays in the contractor's performance

21.1 Deliveries in the goods and performance of services shall be made by the contractor in accordance with the time schedule specified by the OMFED, in Section –I of the bidding documents.

21.2 An unexcused delay by the contractor in the performance of its delivery obligations shall render the contractor liable to any or all of the following sanctions: - forfeiture of its performance security, imposition of liquidated damages, and/ or termination of the contract for default.

21.3 If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services. The contractor shall promptly notify the OMFED in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the contractor's notice, the OMFED shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be notified to the contractor by amendment of the contract.

22.0 Time for completion

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

23.0 Extension of Time of Completion

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

24.0 Penalty for Delay

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

24.2 The aggregate maximum of the penalty for delay payable to the OMFED under this clause shall be subject to a maximum of 10 % of the total value of work.

24.3 The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.

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

25. Termination for default

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

(a) If the contractor fails to delivery an or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the OMFED pursuant to clause 17, 21, & 22;

Or

(b) If the contractor fails to perform any other obligation(s) under the contract.

25.2 In the event the OMFED terminates the contract in whole or in part, pursuant to Para. 25.1, the OMFED may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to the OMFED for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

25.3 Consequent to such termination of contract, the OMFED shall recover the advance paid, if any, to the contractor along with interest @ 18 % per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the contractor.

26. Force Majeure

- 26.1 Notwithstanding the provisions of clauses hereof, the contractor shall not be liable for forfeiture of its performance security, 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.
- 26.2 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.
- 26.3 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.

27.0 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.

28.0 Termination for Convenience

- 28.1 The OMFED, may by written notice sent to the contractor, terminate the contractor, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is of the OMFED’S convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- 28.2 The goods that are complete and ready for shipment within 30 days after the contractor’s receipt of notice of termination shall be purchased by the OMFED at the contract terms and prices. For the remaining goods, the OMFED may elect:
 - (a) To have any portion completed and delivered at the contract terms and prices; and /or
 - (b) To cancel the remainder and pay to the contractor an agreed amount for partially completed goods and for material and parts previously procured by the contractor.

29.0 Settlements of Disputes

- 29.1 If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the engineer on any matter in connection with or arising out of the contract or the carrying out of the work to be unacceptable, he shall promptly ask the engineer in written instructions or decision. There upon the engineer shall give his written instructions or decision within a period of fifteen days of such request.
- 29.2 Upon the receipt of the written instructions or decisions the contractor shall promptly proceed without delay to comply with such instructions or decisions.
- 29.3 If the engineer fails to give his instructions or decisions in writing within a period of fifteen days after being requested, or if the contractor is dissatisfied with the instructions and decisions, he shall appeal to the OMFED, which shall afford an opportunity to the contractor to be heard and to offer an evidence in support of his appeal. The OMFED shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal.
- 29.4 If the contractor is dissatisfied with this decision, the contractor within a period of thirty days from the receipt of the decisions shall indicate his intension to refer the dispute to arbitration, failing which the said decision shall be final and conclusive.

30.0 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

31.0 Applicable law

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

32. Notices

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

33.0 Taxes and Duties

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.

33.0 Right of use defective equipment

If after handing over of the equipments and within the guarantee and warranty period, the operation or use of the equipment(s) proves to be unsatisfactory, the OMFED shall have the right to continue to operate or use such equipment

Until rectifications of defects errors or omissions by repair or partial or complete replacement is made, without interfering with the OMFED'S operation.

34.0 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 labour position at site, and to have determined the prices accordingly.

2.0 Programme of installation and commissioning.

Within 30 days of receipt of letter of acceptance of the bid, the contractor shall submit to the OMFED for approval a comprehensive programme in the form of PERT Network / bar chart and any other form as may be required by the OMFED showing the sequence of order in which the contractor proposes to carry out the works including the design, manufacture, delivery to site, erection, hooking-up, commissioning, trial run & hand-over, thereof. After submission to and approval by the OMFED of such programme, the contractor shall adhere to the sequence of order and method stated therein. The submission to and approval by the OMFED of such programme shall not relieve the contractor of any of his duties or responsibilities under the contract. The programme approved by the OMFED shall form the basis of evaluating the pace of all works to be performed by the contractor. The contractor shall update the PERT network every month, submit it to the OMFED and shall inform the OMFED the progress on all the activities falling on schedule for the next reporting date.

3.0 Preparations of drawings for approval

The contractor should visit the site to acquaint himself in respect of existing site conditions and to know the details/ information required for understanding the nature and type of civil construction works involved in the project.

The contractor shall submit to the OMFED for approval:

- a) Within the time given in the specification or in the programme, such drawings, samples, patterns and models as 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 required 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:

Within four weeks from the date of receipt of the order, contractor shall furnish all necessary drawings, in three sets, (as briefly described below) for approval, identifying each drawing by a serial number and descriptive title. The list given below may be revised and extended if necessary, during the progress of work depending on the nature of the contract also.

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 drawings for fabricated items.
- 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.

Drawings showing fabrication details, dimensions, layouts and bill of materials submitted for approval shall be signed by responsible representative of contractor and shall be to any one of the following sizes in accordance with Indian standards: AO, A1, A2, A3, and A4.

All drawings shall show the following particulars in the lower right hand corner in addition to contractor's name:

- i) Name of the OMFED
- ii) Project title
- iii) Title of drawing
- iv) Scale
- v) Date of drawing
- vi) Drawing number
- vii) Space for OMFED'S drawing number.

In addition to the information provided on drawings, each drawing shall carry a revision number, date of revision and brief description of revision carried out. Whenever any revision is carried out, correspondingly revision number must be up-dated.

All dimensions on drawings shall be in Metric Units.

Drawings (**three sets**) submitted by the contractor for approval will be checked, reviewed by the OMFED, and comments, if any, on the same will be conveyed to the contractor. It is the responsibility of the same contractor to incorporate correctly all the comments conveyed by the OMFED on the contractor's drawing. The drawings which are approved with comments are to be resubmitted to the OMFED for purpose of records. **Such drawing will not be checked / reviewed by the OMFED to verify whether all the comments have been incorporated by the contractor.** If the contractor is unable to incorporate any comments in the revised drawings, contractor shall clearly state in his forwarding letter such non-compliance along with the valid reasons.

Drawing prepared by the contractor and approved by the OMFED shall be considered as a part of the specification. However, the examination of the drawings by the OMFED shall not relieve the contractor of his responsibility for engineering design, workmanship, and quality of materials, warranty obligations and satisfactory performance of equipments, services & installation covered under the contract.

If at any time before completion of the work, changes are made necessitating revision of approved drawings the contractor shall make such revisions and proceed in the same routine as for the original approval.

4.0 Operation and maintenance manual:

The contractor shall furnish to the OMFED before the works are taken over, operating and maintenance instruction together with drawings of the works as completed, in sufficient detail to enable the OMFED to maintain, dismantle, reassemble and adjust all parts of the works, unless otherwise agreed, the works shall not be considered to be completed for the purposes of taking over until such instruction and drawing have been supplied to the OMFED.

5.0 Contractor's superintendence and deployment of erection team and conduct of personnel

The contractor 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.

The contractor shall furnish the details of qualifications and experience of their senior supervisors and engineers assigned to the work site, including their experience in supervising erection and commissioning of plant and equipment of comparable capacity.

When the contractor or his representative is not present on any part of the work where it may be desired to give directions in the event of emergencies, orders may be given by the OMFED and shall be received and observed by the supervisors or foremen who may have charge of the particular part of the work in reference to which orders are given. Any Such instructions, directions or notices given by the OMFED shall be deemed to have been given to the contractor.

The contractor shall furnish to the OMFED a fortnightly labour force report showing by classifications the number of employee engaged in work. The contractors' employment records shall include any reasonable information as may be required by the OMFED. The contractor should also display necessary information as may be required by statutory regulations, and shall comply with all statutory obligations as required under the prevailing rules of the state & country.

None of the contractor's supervisors, engineers, or labourers may be withdrawn from the work without notice to the OMFED and further no such withdrawals shall be made if in the opinion of the OMFED, it will adversely affect the required pace of progress and / or the successful completion of the work.

The OMFED shall be at liberty to object to any representative or person, skilled, semi-skilled or unskilled worker employed by the contractor in the execution of or otherwise about the works who shall in the opinion of the OMFED, misconduct himself or be incompetent, or negligent or unsuitable, and the contractor shall remove the person so objected to upon receipt of notice in writing from the OMFED and shall provided in that place a competent representative at contractor's own expense within a reasonable time.

In the execution of the works no persons other than the contractor, sub-contractor and their employees shall be allowed on the site except by written permission of OMFED.

6.0 OMFED'S Instructions

The OMFED may in his absolute discretion, issue from time to time drawings 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.

7.0 Rights of the OMFED

7.1 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.

7.2 Right to order modifications of methods and equipment

If at any time the Contractor's methods, materials or equipment appear to the OMFED to be unsafe, inefficient or inadequate for securing the safety of workmen or the public, the quality of work or the rate of progress required, the OMFED may direct the Contractor to ensure safety, and increase their efficiency and adequacy and the Contractor shall promptly comply with such directives. If at any time the Contractor's working force and equipment are inadequate in the opinion of the OMFED, for securing the necessary progress as stipulated, the Contractor shall if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the OMFED shall not relieve the Contractor of Contractor's obligations to secure the quality, the safe conducting of the work and the rate of progress required by the contract. The Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of Contractor's methods, materials, working force and equipment, irrespective of whether or not the Contractor makes any changes as a result of any order or orders received from the OMFED.

7.3 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.

8.0 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.

8.1 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.

8.2 Compensation for accidents or injury

The OMFED shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the OMFED, his agents, or servants. The Contractor shall indemnify and keep indemnified the OMFED against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall insure against such liability with an insurer approved by the OMFED, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works shall, on demand, produce to the OMFED or OMFED's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Contractor, the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the OMFED is indemnified under the policy, but the Contractor shall require such sub-Contractor to produce the OMFED or OMFED's representative, on demand, such policy of insurance and the receipt for the payment of the current premium.

8.3 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.

8.4 VARIATIONS

8.4.1 The OMFED shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any such work.
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels, lines, position and dimensions of any part of the works, and
- (e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price.

8.4.2 No such variations shall be made by the Contractor without an order in writing of the OMFED. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the Contract / Bill of Quantities. Provided also that if for any reason the OMFED shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the OMFED, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall within seven days confirm in writing to the OMFED and such confirmation shall not be contradicted in writing by the OMFED within 14 days, it shall be deemed to be an order in writing by the OMFED.

8.4.3 All extra or additional work done or work omitted by order of the OMFED shall be valued at the rates and prices set out in the contract if in the opinion of the OMFED, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the OMFED shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

8.4.4 Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the OMFED, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition, rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the OMFED and the Contractor. In the event of disagreement of the OMFED shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under sub-clause 8.4.1 of this clause or variation of rate or price under sub-clause 8.4.2 of this clause shall be made unless, as soon after

the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:

a) By the Contractor to the OMFED of his intention to claim extra payment or a varied rate or price.
Or

b) By the OMFED to the Contractor of his intention to vary a rate or price.

8.4.5 If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 15 percent of the sum named in the Letter of Acceptance results from the aggregate effect of all Variation Orders but not from any other cause, the amount of the contract price shall be adjusted by such sum as may be agreed between the Contractor and the OMFED or failing agreement, fixed by the OMFED having regard to all material and relevant factors, including the Contractor's site and general overhead costs of the contract.

8.4.6 The Contractor shall send to the OMFED's representative once in every month an account given particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the OMFED which he has executed during the preceding month.

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the OMFED shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity, notified the OMFED in writing that he intends to make a claim for such work.

Note: This clause shall not be applicable for complete turn-key jobs.

8.5 Duties of the Contractor Vis-à-vis the OMFED

The equipment and the items, if any, to be supplied by the OMFED for erection, testing and commissioning by the Contractor, shall be as listed in the contract.

The Contractor shall keep a check on deliveries of all such equipment covered in the scope of erection, testing and commissioning work and shall advise the OMFED well in advance regarding possible hold-up in Contractor's work due to the likely delay in delivery of such equipment/components to enable him to take remedial actions.

8.6 Preparation of foundation surfaces etc. for Erection of equipments:

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 minor civil works which form and inseparable part of the installation and erection job like digging trenches for laying of cables, conduits and underground pipes, 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.

9.0 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.

10.0 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 equipments.

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.

Adequate lighting, guarding and watching at end near all the storage, handling, fabrication, reassembly and erection sites for properly carrying out the work and for safety and security shall be provided by the Contractor at his cost. The Contractor should adequately light the work area during nighttime also. The Contractor should also engage adequate electricians/wiremen, helper etc. to carry out and maintain these lighting facilities. If the Contractor fails in this regard, the OMFED may provide lighting facilities as he may deem necessary and charge the cost thereof to the Contractor.

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 good by and 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.

11. Unloading, transportation and inspection

The Contractor shall be required to unload all the materials/equipment from the carriers. The Contractor shall plan in advance, based on the information received from the OMFED, Contractor's requirement of various tools, tackles, jacks, cranes, sleepers etc. required to unload the material/equipment promptly and efficiently. The Contractor shall ensure that adequate and all measures necessary to avoid any damage whatsoever to the equipment at the time of unloading are taken.

Any demurrage / detention charges incurred due to the delay in unloading the material/equipment and releasing the carriers shall be charged to the Contractor's account.

The Contractor shall be responsible for the reception and safe storage on site of all plant and equipment delivered or handled over to the Contractor, for the purposes of the contract.

The Contractor shall safely transport/shift the unloaded materials/equipment to the storage area and/or the place of work, as the case may be.

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 / equipments 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.

All the information and observations by the Contractor shall be furnished in the form of 'INSPECTION REPORT' to the OMFED with specific mention/suggestions which in the opinion of the Contractor should be given due consideration and immediate necessary actions, to enable the OMFED to arrange repair or replacement well in time and avoid delays due to non-availability of equipment and parts at the time of their actual need.

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.

12.0 Storage of equipment.

The Contractor shall be responsible for the proper storage and maintenance of all materials/equipment under the Contractor's custody. The Contractor shall take all required steps to carry out frequent inspection of equipment/materials stored as well as erected equipment until the same are taken over by the OMFED. The following procedure shall apply for the same:

The Contractor's inspector shall check stored and installed equipment/materials to observe signs of corrosion, damage to protective coating to parts, open ends in pipes, vessels and equipment, insulation resistance of electrical equipment etc. The Contractor shall

immediately arrange a coat of protective painting whenever required. A record of all observations made on equipment, defects noticed shall be promptly communicated to the OMFED and OMFED's advice taken regarding the repairs/rectifications. The Contractor shall there upon carry out such repairs/rectifications at his own cost. In case the Contractor is not competent to carry out such repairs/rectifications, the OMFED reserves the right to get this done by other competent agencies at the Contractor's responsibility and risk and the entire cost for the same shall be recovered from the Contractor's bills.

The Contractor's inspector shall also inspect and provide lubrication to the assembled equipment. The shafts of such equipment shall be periodically rotated to prevent rusting as well as to check freeness of the same.

The Inspector shall check for any signs of moisture or rusting in any equipment.

If the commissioning of equipment is delayed after installation of the equipment, the Contractor shall carry out all protective measures suggested by the OMFED during such period.

Adequate security measures shall be taken by the Contractor to prevent theft and loss of materials under the Contractor's custody. The Contractor shall carry out periodical inventory checks of the materials stored and installed by the Contractor and any loss noticed shall be immediately reported to the OMFED. A proper record of these inventories shall be maintained by the Contractor. The Contractor should not sell, assign, and mortgages, hypothecate or remove equipment or materials, which has been installed or stored at the site under Contractor's custody without the written consent of the OMFED.

Suitable grease recommended for protection of surfaces against rusting (refined from petroleum oil with lanoline minimum (70 DEG.CENT.) and water in traces) shall be applied over all equipment as required once in every three months. Quality of grease is to be approved by OMFED.

All equipment shall be stored inside a closed shed or in the open depending upon whether they are of indoor or outdoor design. Adequate storage area, as required, shall be made available by the contractor, within the site premises.

All the necessary items/goods required for protection as described above shall be arranged by the Contractor and such cost shall be included in the Contract price.

13.0 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 proformas 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.

In case of capacity enhancement of existing plants, the contractor shall arrange for and obtain necessary approvals, as stated herein, for the entire expanded plant, either in phases or in whole as the case may be & the cost of obtaining such approvals 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.

14.0 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)

MECHANICAL INSTALLATION

The installation work would comprise of:

- a) General installation i.e. positioning and installing all the equipments as per approved layout drawings and as per the contract.
- b) Supply and installation of structural platforms and tables.
- 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.
- j) Painting including supply of paints as approved by the OMFED.
- k) Training of personnel.

Detailed specifications are given in the subsequent clauses.

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 godown or from the place within the site where they have been unloaded, to the place of erection, decrafting and placing on the foundation wherever required. 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.

3.0 CLEANING CONDITION AND LUBRICANTS

The necessary quantities of cleaning chemicals, lubricants, etc. required for the installation and commissioning, testing and start up of all the equipment till handing over are to be supplied the contractor and nothing extra would be paid for these.

4.0 TESTING, COMMISSIONING AND START UP

4.1 The contractor shall operate, maintain and give satisfactory trial run of the plant for a period of continuous **10 days (Ten 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 maximising operational efficiency. The contractor should also execute minor modifications as may be suggested by the manufacturer / OMFED. The contractor shall suggest recommended log sheet proformas for recording necessary operating data and pass it on to the OMFED in proof of satisfactory rated output and performance of the equipments / plant.

4.2 The commissioning shall also include the following for each equipment:

- 4.2.1 Field dis-assembly and assembly.**
 - 4.2.2 Clean out of lubrication system including chemical cleaning wherever required.
 - 4.2.3 Circulation of lubricant to check flow.**
 - 4.2.4 Clean out and check out of all the service lines.
 - 4.2.5 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.
 - 4.2.6 Recharging or make-up filling of lubricant oil up to the desired level in the lubrication system of individual machine.
 - 4.2.7 Operation in empty condition to check general operation details wherever required and wherever possible.
 - 4.2.8 Closed loop dynamic testing with water wherever required.
 - 4.2.9 Operation under load and gradual load increase to attain maximum rated output.
 - 4.2.10 Trouble shooting during the trial period.
- 4.3 The Contractor shall demonstrate proper working of all mechanical and electrical controls; safety and protective device, in presence of the OMFED's engineer and the same should be duly recorded.
- 4.4 After conducting testing, in case a particular equipment is not working properly or not giving rated output the Contractor will furnish a detailed report to the OMFED stating therein the detailed account on the performance of the equipment with possible reasons for improper or not working of the same in case such equipment is supplied by OMFED.

The OMFED after receipt of report from the Contractor would take up the matter with the manufacturers and if required would invite the representative of original manufacturers. In case the OMFED considers that the nonperformance of equipment is only due to inexperience of the Contractor, then the charges incurred for the manufacturer's representative visit would be debited to the Contractor's account.

- 4.5 In case of turnkey contracts, the contractor shall furnish a detailed account of the performance of all the equipments. In case any particular equipment fails to perform properly or at its rated output, then the contractor shall take up the matter with the original manufacturer, under intimation to OMFED. In case OMFED considers it necessary, the contractor shall invite, at his own cost, the technical personnel of the original manufacturer to visit the site & carry out necessary rectification/modifications to get the rated performance. In case the contractor fails to do so within 7 days of receipt of instructions from OMFED, the OMFED shall take necessary action to invite the representatives of the Original manufacturer to visit the site & the cost of such visit(s) shall be debited to the contractor's account.
- 4.6 Further before commencement of testing of commissioning, the OMFED reserves the right to invite the original manufacturer's representative at the cost of the Contractor for start-up help, assist and guide the Contractor during commissioning in the following cases:
- a) The Contractor has no previous experience of commissioning and start-up of the similar equipment.
 - b) The OMFED is of the opinion that the Contractor is not capable to commission and start-up of certain specific equipment.

However, in either of the cases the manufacturer's representatives would be called with prior information to the Contractor and the Contractor will have to extend all co-operation to such representatives in good spirit and in the interest of the of the work.

- 4.7 After satisfactory commissioning and start-up the Contractor shall keep his representatives under whose supervision the OMFED's staff shall be operating and maintaining the plant and equipment for the trial run period of 30 days. The Contractor's representatives should be present at all times during the running and operation of plant and equipment. During this period the Contractor shall ensure proper working of complete plant and equipment and attend any works required to be done and shall also take complete responsibility for proper operation and maintenance of the complete plant and equipment.

5.0 PAINING

All the equipment/machineries like motors, pumps, HT / LT panel, transformer, switch boards, starters, junction boxes, isolators, storage tanks, supporting structures, pipe supports and MS / GI pipes and all exposed and visible iron parts included in the scope off erection / commissioning shall be given double coat of paint of approved shade over a double coat of anti-corrosive primer wherever necessary.

Irrespective of the condition of original paint of equipment / machineries / structures / supports. All surfaces wherever required must be properly cleaned from scale, dirt and grease prior to painting. Spray painting must preferably be used on all the equipment / machineries and wherever practicable. Suitable and necessary cleaning / wiping of sight /

dial glasses, other non-metallic parts, flooring, walls and other surfaces which have been spoiled by paint during painting must also be carried out by the Contractor.

Lettering and other markings, including capacity and flow direction markings, shall also be carried out by the Contractor on the tanks, pipe lines, starter's, motors, isolators and wherever else necessary, as directed and as per the standard practice of installation. ISI colour codes and colour charts as mentioned in Annexure-III must be adhered to. Supply of all paints and all other materials required it included in the scope of supply of the Contractor under this contract/order.

6.0 TRAINING OF PERSONNEL

Necessary staff as may be deputed by the OMFED shall be trained by the Contractor for operating the plant. The personnel will be associated for the training during the installation, testing, commissioning, start-up and trial run period and the training tenure shall be extended for a minimum period of one month from the date of commissioning and start-up.

SECTION -IV (B)
SPECIAL CONDITIONS OF CONTACT
FOR ELECTRICAL INSTALLATION

1.0 SCOPE

The intent of this specification is to define the requirements for the installation, testing and commissioning of the electrical system like high tension switch yard with accessories and equipments, transformers, HT panels, oil circuit breakers, LT panels and power control centers, Distribution boards, capacitors and banks panels, power and control cables, remote push button stations, motors, earthing network, etc. Requirement of a particular project shall be as specified in schedule of quantities.

2.0 STANDARDS

2.1 The work shall be carried out in the best workman like manner in conformity with this specification, the relevant specification / codes of practice of the Indian Standards Institution, approved drawings and the instructions issued by the Engineer-in-charge or his authorised representatives, from time to time. Some of the relevant Indian Standards are listed in Annexure-IV.

2.2 In addition to the standards as mentioned in 2.1, all works shall also confirm to the requirements of the following:

- a) Indian electricity act and rules framed there under.
- b) Fire Insurance Regulations.
- c) Regulations laid down by the chief electrical inspector of the state / Electricity board.
- d) Regulations laid down by the factory Inspector of the state.
- e) Any other regulations laid down by the local authorities.
- f) Installation & operating manuals of original manufacturers of equipments.

3.0 EQUIPMENT AND ACCESSORIES –SPECIFICATIONS

This defines specifications and requirements mainly for the equipment and accessories which are generally supplied by the erection agencies and do not cover the specification of main electrical equipment such as Transformers, HT. and LT. panels, switchboards and motors etc. which may be supplied by the OMFED.

All materials, fittings and appliances to be supplied by the contractor shall be of best quality and shall confirm to the specification given here under. The equipment shall be manufactured in accordance with current Indian Standard Specifications wherever they exist or with the BS or NMA specifications, if no such ISS are available. In the absence of any specification, the materials shall be as approved by the OMFED or his authorized representatives.

Makes of bought out items selected by the Contractor must be furnished by him as per the Performa given in Annexure-V.

3.1 **Control Cables**

Control cables for use on 415 V system shall be of 1100 volts grade, copper conductor, PVC insulated, PVC sheathed, armored and overall PVC sheathed, strictly as per IS: 1554 (Part I) – 1976. Unarmored cable to be used only if specifically mentioned in schedule of quantities.

The size of these cables shall be as specified in schedule of quantities or as per requirement. THE MINIMUM CONDUCTOR DIAMETER SHALL BE 2.5 SQMM.

3.2 **Motor Isolators**

These shall be in Aluminum cast housing, completely dust, vermin and weather proof, suitable for 25A, 415 volts, 50 Hz with rotary type switch and reroll type metallic plug, complete with cable gland for incoming and outgoing cables. Operating hand to be of metal and final finish of housing to be buffer mirror. Sample to be got approved before supply.

SECTION - V

TECHNICAL SPECIFICATIONS

1. DOUBLE HEAD AFFS POWDER PACKING MACHINE (SERVO AUGER FILLER):

Product	Milk Powders.
Packing Range	15gm 20 gm 50gm & 100gm
Packing Speed	140-160 Pouches Per Min
Accuracy (+/-)	+/- 2-3g
Type Of Sealing	Continuous.
Film to be Used	Any Flexible Laminated Film.

AFFS Machine Belt Driven Servo Auger Filler with Belt Drawn System:	
Operating Mechanisms:	Electro-Pneumatic
Dosing System:	Servo Auger Screw with Belt Driven System.
Pouch Type:	Centre Seal Pillow Pouch
Film To Be Used:	Laminated
Type of Vertical Seal:	Fin Sealing
Sealing System:	Continuous Heating System
Power Supply:	415V, 3 Phase 50 Hz
Material of Construction:	Main Structure & All Contact Part: AISI SS 304
Pouch Length Control:	Photocell As Well As Timer Based System
Pouch Pulling:	Belt Driven With VFD
Film Unwinding:	DC Motor Driven
Air Requirement:	5 - 8 Kg/cm ²
Nitrogen flushing system with tank	As per IS 2062

N:B:

1. Loss of poly film during packing shall be within 1%.
2. Weight variation in Powder packing should be minimized & variation percentage to be limited to 1%.
3. Check ware shall be provided in the packing machine to ensure accuracy of milk powder weight in each pack and detection of metal contaminants.

2. DUMP VAT WITH SCREW CONVEYOR FOR PRODUCT FEEDING TO HOPPER

Screw Conveyors are required to convey/distribute Milk Powder inclination (maximum 60 Deg.) for length not exceeding 15 M. These shall be of constant pitch and dust-proof design, having steel construction, flanged bearing with stuffing boxes, intermediate hanger bearings with maintenance free, self lubricated special nylon bushes, screw or paddle flights of steel of uniform pitch welded on screw shaft, necessary rectangular type inlet & outlet. Overflow flap at discharge end with limit switch, sight glass of 5 mm thick acrylic sheet to top cover near hanger bearing, bolted type baffle plate of min. 3 mm thick MS sheet of approx 400 mm long (to control the discharge of material) at just after inlet to be provided. Conveyor to be run by foot mounted horizontal geared motor and chain type direct coupling. Construction detail of various major items shall be as follows.

- Material to be Conveyed: Powder
- Diameter of the pipe 140mm Stainless Steel
- Thickness of Pipe 3mm Stainless Steel
- Inclined 60 °
- Bearing NTN/FAG
- Hopper Capacity 100kg to 125kg
- Hopper Sheet 2mm
- Motor with Gear Box 1.5 HP Trans Tech
- Capacity 2 to 2.5 Ton/Hr
- All Contact Parts S S 304

3. COMPRESSED AIR PIPES & TAPPING FROM NEAREST POINT AVAILABLE AT SITE

GI "C" class up to SS air receivers.

Scope of work includes compressed air distribution piping/network from the air compressor room to consumption point. Supplier shall provide a flow meter and pressure transmitter in the main supply air header.

For pipelines sizing shall be suitable for 20 m/s velocities of the fluid.

Flanges/counter flanges shall be as per BIS standard.

4. PACKED PRODUCT CONVEYING SYSTEM (STAINLESS STEEL)

System shall comprise of belt / slat conveyers for transfer of packed products. Suitable capacity non-reversible straight conveyer shall be designed by the bidder.

5. T.T.O Printers

Print head characteristics:32mm, 200dpi, 8 dots/mm
 Print area - intermittent motion mode: Up to 32mm (W) x 47mm (L)
 Ribbon width:20mm - 33mm,
 Maximum ribbon length:700m
 Print speed* - continuous motion mode: 40mm/sec - 500mm/sec

Sl no.	Technical Features Required	Remarks
01.	Type & Model of printing machine	
02.	Specification & type of INK to be utilized in machine Please indicate type of ink which comply USDS, EEC& FDA	INK SAFE FOR FOOD PACKAGING TO BE USED
03.	Minimum lines of print	04 line IN 7X5 MATRIX
04.	Type of print head characteristics	32mm, 200dpi, 8 dots/mm
05.	Maximum Print speed in Meter/sec.	4 m/s Single Line. For 4 lines print 0.4 m/s lines
06.	Font height	4 to 32 dots
07.	Print character height	should be in the range of 1.8mm to max 16mm
08.	available networking	Ethernet connectivity
09.	Volume of ink cartridge	600 ML
10.	Status at the time of start	Sealing of Start nozzle
11.	Nozzle size	60 Micron
12.	Maximum nos of messages liberty	300
13.	Conduit length	at least 3 meters
14.	Protection rating	IP65
15.	Material of construction	SS 304,
16.	Minimum line speed	should not be less than 2.4 M/sec for single line
17.	Maximum no of characters	should not be less than 255 for single line
18.	Nozzle cleaning system	AVAILABLE
19.	Conveyor specification	(Min 1 Meter Length x 300mm Width x 800 to 900mm Height)
20.	Conveyor	complete with suitable HP x RPM 3 phase single phase AC drive
21.	Makeup consumption per cartridge in Hours.	MAKEUP CONSUMTION IS TEMPERATURE DRIVEN THUS 600 ml each makeup cartridge should give in range 40-45 hrs at an average temperature of 30 degree Celsius.
22.	No of drop generated per litre of INK IN 60 Micron nozzle	64 MILLION CHARACTER IN 7X5 MATRIX

6. POWER CABLE FROM MCC TO PANEL OF PACKING MACHINE

Power cables for use on 415 V system shall be of 1100 volt grade, steel braided PVC insulated and PVC sheathed copper conductor up to 70 mm conductor size and above 70 sq. mm HR PVC / XLPE insulated, PVC sheathed, armoured and overall PVC sheathed copper conductor. Cables from PCC to IMCC shall be XLPE insulated, PVC sheathed, armoured and overall PVC sheathed aluminium conductor strictly as per IS: 7098 (Part I) - 1988.

Unarmored cable to be used for vibrating equipment as per BIS standard.

All the cables from PCC to IMCC shall be XLPE insulated armoured aluminium conductor.

All the cables from IMCC to various motors/loads in the plant shall be steel braided copper flexible cable up to 70 Sq.mm (LAPP/SBEE) and XLPE/HR-PVC insulated armoured multistrand copper conductor above 70 Sq.mm.

SS cage / perforate Cable tray of required size shall be used for lying of cables within plant from MCC to panel of Powder packing machine.

7. LIST OF SPARES TO BE PROVIDED:

1	Servo Motor	29	Belt Cylinder 20 x 25
2	HMI	30	1/4" Solenoid Valve
3	PLC	31	1/8" Solenoid Valve
4	Servo Drive	32	FRL Unit - 1/2"
5	VFD	33	Regulator - 1/4"
6	Geared Motor	34	Pneumatic Fittings
7	Temp Controller	35	Eye Mark Sensor
8	SMPS	36	Gear Box Motor Belt
9	Relay Card	37	Encoder Cable
10	SSR	38	PLC to HMI Cable
11	Fuse Connector 24v	39	Film Unwinding Motor
12	Contactora	40	T.T.O Ribbon Printer.
13	Transformer 2.5Kva	41	MCB 4 POLE 40A
14	Transformer 2.0Kva	42	MCB 3 POLE 32A
15	Switches on/Off	43	MCB 2 POLE 25A
16	Push Button Switch	44	MCB1 POLE 16A
17	Proximity Sensor	45	MPCB 2.5-4A
18	PT 100 Sensor	46	Injections Tube
19	Horizontal Heater	47	Chain Sprocket
20	Vertical Heater	48	Bevel gear
21	Film Pulling Belt	49	Drive shaft
22	Teflon Tape	50	Driven shaft
23	Level Sensor	51	Timing Pulley
24	Horizontal Sealer	52	Vertical Heater Holder
25	Cutter	53	Sealing Jaw
26	Main Cylinder	54	LM 30 Bearings
27	Vertical Cylinder 32 x 25	55	LM 20 Bearings
28	Cutter Cylinder 32 x 20	56	100g Collar & Tube

8. SERVO STABILISER – 15KVA

Servo Voltage Stabilize	Required Single Phase Servo Voltage Stabilizer, suitable for indoor use for stabilizing the power supply to Powder packing Machine, withstand ambient temp up to 55 degree C, Oil cooled immersed in tank, control circuit for correction, suitable for balanced/ Unbalanced supply & load.
Rating	15 KVA- 3 Phase
MOC, thickness & type of structure	MS powder coated , 1.6 mm & pipe structure
Accessories for 3-phase stabilize	63A MCCB for incoming, 63A phase selector, changeover and bypass switch, LED lamps, Servo controlled correction transformer, Digital V,I,F indicator for input & output, 63 A terminal blocks, OV/UV trip with delay time, single phase preventer, static type energy meter with 10-60 A capacity, Brass metal glands, MCB's (TPN 63 A-2nos, TPN 32 A-1 no, TPN 16A-1 no), Metallic pump socket, Servo Motor.
Operating features	Cable entry from top, response time -5 milliseconds, should withstand 150% load on surge duty, capacity of terminals should be 150% of rated current, Dimmer with CRGO core, Separate Auto/manual facility, plug in type control card for each phase, correction speed-105 v/s, Efficiency 99.5%.
Winding	Copper Wound
Input Voltage	150-270V
Input Frequency	50Hz +/- 5%
Output Voltage	240V +/- 1%
First Fill Oil	Included
Cooling	ONAN
Mounting	Floor type
Indication	Mains ON indication on front panel

General Features

- Auto/ Manual Facility.
- Voltmeter/ Ampere meter on front panel.
- Solid State Control Circuit.
- High performance integrated circuit based, control system - No relays.
- Stepless Voltage correction at High speed without over shoot/hunting.
- High accuracy. No load to full load.
- Online serviceability with inter changeable plug-in Control Card.
- Burn proof/Brush less A.C. synchronous motor.
- Efficiency - better than 98.6%.
- Response time - less than 10 milli sec.

LIST OF COMPONENTS AND MAKE TO BE USED IN THE MACHINE:

S. NO.	DETAILS OF COMPONENTS	MAKE
<u>A. COMPONENTS</u>		
1	PLC (Programmable Logic Control)	Mitsubishi Japan / Delta / Schneider /reputed
2	HMI(Human Machine Interface)	Mitsubishi Japan / Delta / Schneider/reputed
3	AC Servo Motor	Mitsubishi Japan / Delta / Schneider/reputed
4	ENCODER	Associated with servo motor
5	Servo Drive	Mitsubishi Japan / Delta / Schneider/reputed
6	VFD's Rated 1HP/0.75 KW	Mitsubishi Japan / Delta / Schneider/reputed
7	Encoder Cable for Servo Motor	Mitsubishi Japan / Delta / Schneider/reputed
8	Power Cable For Servo Motor	Mitsubishi Japan / Delta / Schneider/reputed
9	MCBs	L & T / Legrand / reputed
10	Contactors	Tele mechanic / reputed
11	Inter Connecting Cables	Finolux / Gloster / Polycab
12	Auger Stirrer Motor	Transtech / Motovario /reputed
13	Pouch Pulling Motor	Transtech / Motovario
14	Temperature Controllers	Udian Make / reputed
15	Cylinders & Solenoid Valve	Metal Work /Jantics
16	All Switches	Salzer (L & T Product)
17	Print Mark Sensor	P & F / reputed
18	Level Sensor	Truman / reputed
19	Film Unwinding Motor	TVS / DYNA Make
20	SMPS(Switch Mode Power Supply)	Mean well (Taiwan) /AB / Delta
21	Hopper Capacity	45 to 50Kgs.
B. OTHER ACCESSORIES REQUIRED FOR THE ABOVE MACHINE		
22	Dump Vat Cum Screw Conveyor For Product Feeding To Hopper	Reputed make
23	T.T.O Printer	Print jet / MARKEM IMAGE / DOMINO
24	Servo Stabilizer.	Reputed make
25	Air Compressor.	ATLAS COPCO / ELGI / INGERSOLL RAND
26	Pouch Take off Conveyor	Reputed make
27	Air Conditioner	Carrier / Blue Star / IFB

TECHNICAL BID

SL. NO	PARAMETERS	DETAILS
1	Name of the company / individuals	
2	Office Address	
3	Phone no ,fax no & E-mail ID	
4	Corporate Headquarter Address & Contact number	
5	Local office address & contact number	
6	Web site address	
7	Nature of ownership	
8	Regd. No with date	
9	Details of Statutory Certificates / License/ clearance	
	GST No	
	PAN No	
10	Annual Turnover in last three financial year	

Enclosures:

- Client List.
- Experience in the related field for five years.
- Details of availability of Technical Manpower with qualification.
- Years of experience.
- Current project under implementation.
- Audited financial statement for last three years
- Copy of IT return for Assessment year 2020-21, 2021-22, 2022-23.
- Undertaking by the bidder that, the bidder is not black listed by any cooperative Milk Union / State Milk Federation / Govt. Agencies.

Signature:

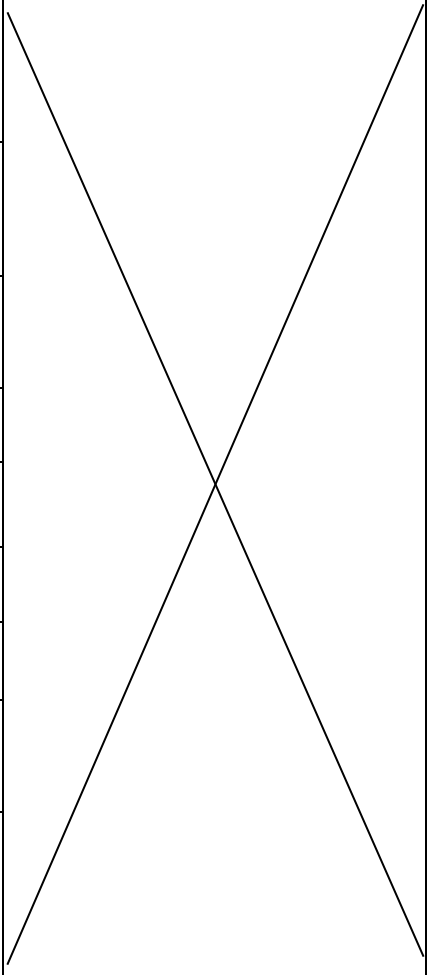
Seal:

Date:

Section VI

COMMERCIAL BID FOR REFERENCE

shall be Submitted through online portal at <https://tendersodisha.gov.in>.

SL NO	NAME OF EQUIPMENT	CAPACITY	QUANTITY (nos)			
1	DOUBLE HEAD AFFS (SERVO AUGER FILLER) MACHINE FOR MILK POWDER PACKING WITH NITROGEN FLUSHING (STAINLESS STEEL)	140-160 pouch /min	5 Nos			
2	DUMP VAT WITH SCREW CONVEYOR FOR PRODUCT FEEDING TO HOPPER (STAINLESS STEEL)	Suitable	5 Nos			
3	COMPRESSED AIR PIPES & TAPPING FROM NEAREST POINT AVAILABLE AT SITE	Suitable (minimum 4 cum)	10 lot			
4	T.T.O Printers	40mm/sec - 500mm/sec	10 Nos			
5	POWER CABLE FROM MCC TO PANEL OF PACKING MACHINE (30 MTR)	(AS PER SITE REQUIREMENT)	5 LOT			
6	SPARE PARTS FOR ONE YEAR (As listed in tender document)	(As listed in tender document)	5 LOT			
7	SERVO STABILISER (OPTIONAL)	15 KVA	5 nos			
8	AMC for three years (for all five machines) after expiry of warranty period. The AMC may be extended for another two years on satisfactory performance.		3 years			
9	FOUR HEAD AFFS (SERVO AUGER FILLER) MACHINE FOR MILK POWDER PACKING WITH NITROGEN FLUSHING -capacity-280 - 320 pouch/min (STAINLESS STEEL) , as per specification mention in the DTCN. (Rate only)		1			

N.B: The bidder must quote for optional items.

Signature:

Seal:

Date:

Section VII

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 : Supply, installation, testing, commissioning and trial run of Powder Packing machine (SERVO AUGER FILLER) for packing of milk powder in 15gm, 20gm, 50 gm & 100gm laminated foil at different dairies of OMFED in Odisha

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.	
Amount of Performance Security a) Bank draft b) Bank guarantee	06	10% of Contract value
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	24	0.5% of the contract Value /week or part thereof.
Maximum limit of penalty	24	10%
Period of maintenance (Defect liability period)		12 months from the date of completion of work, and acceptance by Engineer-in-charge.
Time within which the payment would be made after the certificates for Receipt of Goods /completion of work is made.		30 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 VIII

QUALIFICATION APPLICATION

All the bidders who are interested in submitting this bids 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

Category	Value of current orders to Be executed in respective Currency	value of anticipated sales for next financial year in respective currency
----------	---	---

- A) Govt. Department
- B) Commercial

10. Licensed capacity to manufacture:

Description	Size	Licensed	No. of units	Manufactured	Second
of equip.	Cap.	Capacity	current year	last year	last year

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

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.

SECTION –IX

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

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

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

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

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

And has by letter of acceptance Dated _____, accepted a bid by the contractor for the supply of such goods and services, 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.

3.0 In the consideration of the payment to be made by the OMFED to the Contractor as herein after mentioned, the Contractor hereby covenants with the OMFED to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

*** The bidder shall not fill up this form.**

4.0 The OMFED shall hereby covenants to pay the Contractor in consideration of the execution, completion and guaranteeing of the works the contract price at the times and in the manner prescribed by the Contract.

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

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

Authorised Signatory

ORISSA STATE CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

Signed, sealed and delivered for

And on behalf of the within

Named Contractor, the other part.

Authorised Signatory

CONTRACTOR

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

SECTION-X
ACCEPTABLE FORM OF BANK GUARANTEE

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

Bank Guarantee no.

Date:

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

Whereas the OMFED has invited bids for the supply, 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.

Proforma 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 _____

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.

Proforma of Bank guarantee for advance payments

On Non judicial stamp paper of Rs 40/-

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

(Rupees _____) to M/s _____

Having their office at _____

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

_____ for supply, installation, commissioning, trial-running and guaranteeing of _____

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

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

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

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

We, _____ (the Bank), further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary in any of the terms and conditions of the said order, to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power

exercisable by the OMFED against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the OMFED or any indulgence by the OMFED to the said Contractor or any such matter or thing whatsoever Which under the law relating to the sureties would but for this provision have effect of so relieving us.

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

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

Place

Signature

Date

Seal

Code no.

Note

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

SECTION --XI (1)

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To

Orissa State Co-op. Milk Producers Federation. Ltd.

D-2, Saheed Nagar

Bhubaneswar-751001

ORISSA, INDIA

Dear Sir,

Sub: Tender Ref. No. _____

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

No company or firm or individual other than M/s _____,

located at _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific Tender Notice.

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

Yours faithfully,

(NAME)

For and on behalf of M/s.

(Name of Manufacturers)

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

SECTION-XI (2)
MANUFACTURER'S AUTHORIZATION FORM

(Please see Clause 14.3 of instructions to bidders)

No. _____ Dated _____

To

Orissa State Co-op. Milk Producers' Federation. Ltd.

D-2, Saheed Nagar

Bhubaneswar-751007

ORISSA

Dear Sir,

Sub: Tender Ref.No. _____

We _____ an established and
reputable manufacturers of _____ having factories at
_____ and _____

do hereby authorize M/s _____ (Name and
address of agents) to bid, negotiate and conclude the contract with you against bid
no. _____ for the above goods manufactured by us.

No company or firm or individual other than M/s _____

are authorized to bid, negotiate and conclude the contract in regard to this business against this
specific IFB.

We hereby extend our full guarantee and warranty as per Clause 81 of the general conditions of
contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(NAME)

For and on behalf of M/s

(Name of manufacturers)

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

SECTION - XII

TECHNICAL DEVIATION STATEMENT FORM

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

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(Including justification)

Dated-	Signature and seal of the Manufacturer / Bidder
--------	--

Note:

- (1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".
- (2) The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in the statement.

SECTION - XIII

POINTS BIDDERS SHOULD BEAR IN MIND

- I. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER CONDITIONS MAY BE REJECTED.
- II. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED.
- III. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- IV. BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- V. CORRECTIONS IN THE BID SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS.
- VI. NEGLIGENCE OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- VII. SPECIFICATIONS, CONDITIONS, SCHEDULES AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- VIII. ALL THE BIDS ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE SHOULD BE IN ENGLISH ONLY.
- IX. BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE SYSTEM AND COMPONENTS UNDER TROPICAL CONDITIONS.
- X. 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 ONE YEAR 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.
