



## TENDER DOCUMENT

FOR

POSITIONING, INSTALATION, COMMISSIONING & TRIAL RUN OF  
WEIGH BRIDGE AT ROURKELA DAIRY



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

**January-2023**

**Cost Rs. 1000/- +18%GST**

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

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

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

TENDER FOR:	Positioning, installation, commissioning & trial run of Weigh Bridge at Rourkela Dairy.
TENDER REFERENCE	88/DO/SFT/BBSR/22
DATE OF COMMENCEMENT OF DOWNLOADING OF BIDDING DOCUMENT	20/01/2023
LAST DATE FOR DOWNLOADING OF BIDDING DOCUMENT	09.02.2023 UPTO 13:00 Hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS	09.02.2023 UPTO 14:00 Hrs
DATE AND TIME OF OPENING OF BIDS	09.02.2023 AT 15:30 Hrs
PLACE OF OPENING OF BIDS	OFFICE OF THE ORISSA STATE COOP.MILK PRODUCERS FED.LTD. D-2, SAHEED NAGAR, BHUBANESWAR, ODISHA.
ADDRESS FOR COMMUNICATION	THE ORISSA STATE CO- OP. MILK PRODUCERS' FEDERATION. LTD. D-2, SAHEED NAGAR, BHUBANESWAR- ODISHA, INDIA.751007
Contact Person	Mr. Mritunjay Kumar Mob No:7783830953
Bank Account Details of OMFED for RTGS	Bank Name: Indian Bank Account No: 922440376 IFSC Code: IDIB000K157 Branch Name: Kharvela Nagar

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## SECTION - I



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

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

### TENDER NOTICE

OMFED invites sealed techno-commercial offers in separate envelope from experienced manufacturers / suppliers of Dairy Equipment's for **Positioning, installation, commissioning & trial run of Weigh Bridgeat Rourkela Dairy.**

Tender document can be downloaded from website [www.omfed.com](http://www.omfed.com) from **dt.20.01.2023 to dt.09.02.2023** against payment of **Rs.1000/- + 18% GST (or Rs.1180/-)** in shape of Demand Draft drawn in favor OMFED drawn on any Nationalized bank payable at Bhubaneswar. The tender document should be duly filled & submitted on due date along with the cost of tender paper and EMD amounting **Rs.5, 000/-**. The bid shall be received up to **14:00** hours on **09.02.2023** & shall be opened on the same day at **15:30 Hrs** at OMFED Corporate Office, D/2, Saheed Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered.

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

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

**Managing Director**  
**OMFED**

## **SECTION II**

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

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

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

The **Two-Parttender** document consists of

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

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

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

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

- Audited profit & loss account statement for the year 2019-20, 2020-21, 2021-22 (Three years).
- Turn over for the financial year 2019-20, 2020-21, 2021-22 (Three years).
- Copy of IT return for the financial year 2019-20, 2020-21, 2021-22(Three years).
- GST Number.
- PAN Number.
- Credentials in support of installation & commissioning of said machineries during last five years.
- Documentary evidence to be established in accordance with Clause 9 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- Demand draft towards EMD amounting Rs.5000/- in favor of OMFED payable at Bhubaneswar.
- Cost of tender paper & EMD in shape of Demand draft in original should be submitted in a separate sealed envelope subscribing tender cost and EMD. EMD exemption if any should also be placed inside the same envelope.

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

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

### 1.1 SCOPE OF WORK: -

- Positioning, installation, Commissioning of the Weigh Bridge at Rourkela Dairyas mention in the schedule of quantity.

### 1.2 LOCATIONS AND AREA

<b>Name of Dairy</b>	<b>Address</b>	<b>Distance from Bhubaneswar (in Km.)</b>
Rourkela Dairy	At/Po-Luakera,Rourkela-9, Dist:Sundargarh	380

### **1.3 Period of Completion**

#### **For positioning, installation, commissioning & trial run of equipment's:**

The Plant Manager of respective dairies shall notify the contractor for start of the work after completion of the civil foundation work. The work should be completed within three months from the date of issuance of notice to the contractor for start of the work.

### **1.4 IMPORTANT NOTE**

Period of completion of work is very vital for this project. Time is the essence of contract and the work has to be carried out strictly as per the scheduled work program.

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

- 2.1 The bidder should have minimum Threeyears' experience in the related field like installation/Erection & commissioning of dairy equipment's.
- 2.2 Annual Sales turn over should not to be less than 3lakhs during the financial year ,2019-2020,2020-2021, 2021-2022.
- 2.3 The bidder shall furnish documents in accordance to clause no.9 for establishing eligibility

### **3.0 Price basis:**

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

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

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

### **4.0 Cost of Bidding**

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

## **B. THE BIDDING DOCUMENTS**

### **5.0 CONTENT OF BIDDING DOCUMENTS**

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

- (a) Instruction to bidders;
- (b) General Conditions of Contract;
- (c) Schedule of quantities;

- (d) Bid Form;
  - (e) Form of agreement
  - (f) Standard Forms of Bank Guarantees;
- 5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

## **6.0 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of bids, the OMFED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 6.2 The amendment will be notified in the website to all prospective Bidders. The amendment should be attached to the bidding documents.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the OMFED may, at its discretion, extend the deadline for the submission of bids.

## **7.0 Bid form**

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

## **8.0 Bid Prices**

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

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

- 9.1 The Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the format attached to the Bid document.
- 9.2 The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted, shall establish to the OMFED'S satisfaction:
- i) That the bidder has the financial, technical and production capability necessary to perform the contract.
  - ii) 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.



- iii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past 3 years and details of current contracts in hand and other commitments;
- iv) Major items of plant and equipment's installed at the client's factory premises;
- v) Qualification and experience of key personnel for successful execution of the contract;
- vi) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates etc;
- vii) Detail Information regarding any current litigation in which the bidder is involved.

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

- 10.1 The Bidder shall furnish, as part of its bid, **bid security of Rs.5000/-**.
- 10.2 The bid security is required to protect the OMFED against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para.10.7.
- 10.3 The bid security shall be in one of the following forms:
  - (a) A Bank guarantee issued by a Nationalized bank located in India in the form provided in the Bidding Documents, and valid for 30 days beyond the validity of the bid, or
  - (b) A demand draft in favor of ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., Payable at Bhubaneswar.
- 10.4 Any bid not secured in accordance with Para's. 10.1 and 10.3 shall be rejected by the OMFED as non-responsive.
- 10.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity.
- 10.6 The successful Bidder's bid security will be discharged upon the bidders executing the agreement.
- 10.7 The bid security may be forfeited:
  - (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
  - (b) In the case of successful bidder, if the bidder fails to sign the contract.

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

- 11.1 Bids shall remain valid for **120 days** from the date of bid opening, stated in the cover page/ tender notice. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.

### **12.0 Signing of Agreement**

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

### **13.0 Performance Security Deposit**

- 13.1 Within 15 days of receipt of the notification of award of contract from the OMFED, the successful bidder shall furnish the performance security deposit of **Rs.20,000/- (Rupees Twenty Thousand only) (for positioning, erection, commissioning & trial run work)**, either in the form of a Bank guarantee valid for **six months** from the date of award of contract (as per the performance security form provided in the bidding document) or in the form of demand draft drawn in favor of OMFED, payable at Bhubaneswar.
- 13.2 The performance security deposit (PSD) shall be refunded after three months of completion of work without bearing any interest thereon.
- 13.3 The PSD shall be forfeited in case the bidder fails to complete the assignment/ obligation and leave the work in midway.

## **SECTION -III.**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Terms of payment**

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

100% payment after successful completion of positioning, installation, commissioning & trial run of equipment's at respective Dairies. The bidder has to raise invoice Dairy wise and payment shall be made dairy wise for erection, commissioning & trial run of the Dairy Equipment wherever applicable as per tender on receipt of completion certificate from the respective Plant Manager.

#### **NOTES:-**

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

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

#### **2. 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 scheduled time period stated in section-I of the bidding documents.

##### **2.1 Penalty for Delay**

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.

**2.2** The aggregate maximum of the penalty for delay payable to the OMFED under this clause shall be subject to a maximum of 5 % of the total value of work.

- 2.3 The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.
- 2.4 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.

### **3. 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.

### **4. 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

#### **4.1 Applicable law**

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

#### **4.2 Taxes and Duties**

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

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

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

## **5.0 Jurisdiction**

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

## **6.0 Statutory Provisions of ESI & EPF for resource engaged:**

The vendor must abide by all applicable rules, laws & regulations that may be in force from time to time and shall be responsible for conduct of resource persons as an immediate Employer. Further, the vendor shall ensure compliance of all permissions under Act & Regulations of ESI & EPF Scheme. Vendor should submit the relevant records & registers towards contribution made for ESI & EPF in respect of the resource persons engaged as when required by the concerned Statutory Authorities. If the vendor defaults in any manner to comply with the provisions of ESI & EPF Act & Scheme made there under including all other applicable Laws & Regulations, the vendor shall be solely responsible for the same and shall be liable to pay any fine/penalty/damage/interest imposed by the authorities. In case of default by the vendor the notional amount towards fine/penalty/damage/interest likely to be imposed by the concerned Statutory Authorities shall be deducted from the running Bill/Security Deposit/Performance Guarantee and kept separately till finalization of the matter. No interest shall be paid on such amount.

Besides the above, the vendor requires complying with any other Act/Provisions such as payment of Bonus etc., if applicable for the resource persons engaged.

**SECTION-IV**

**COMMERCIAL BID**

<b>POSITIONING, INSTALLATION, COMMISSIONING &amp; TRIAL RUN OF <u>WEIGH BRIDGE</u></b>						
<b>S NO</b>	<b>ITEM DISCRIPTION</b>	<b>CAPACITY</b>	<b>QTY</b>	<b>LOCATION</b>	<b>Unit Cost for Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>	<b>Total Costfor Positioning, installation, commissioning &amp; trial run of Equipment (excluding all taxes) (In Rs)</b>
1.	Weigh Bridge	60 MT	1	ROURKELA		
<b>Total Cost(In Rs)</b>						
<b>Add:GST@</b>						
<b>Grand Total (In Rs)</b>						

Bidder Seal with Sign

## SUMMARY

	<b>PARTICULARS</b>	<b>AMOUNT (Rs.)</b>
PART – C1	Positioning, installation, commissioning & trial run of service utilities equipments ( <b>Transformer</b> )	
<b>TOTAL</b>		

Bidder Seal with Sign

**Note: -**

- 1. All the statutory works related to the WB shall be executed by Rourkela Plant.**
2. At the time of installation or erection & commissioning, if any material gets damage or broken, will be bear by contractor.
3. Total quoted cost shall be inclusive of positioning of equipment, installation, electrification/cable from panel board to machine, commissioning, trial run of the said equipment's inclusive of all taxes etc. Separate format is not acceptable at all.



## Section V

### FORM OF BID

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

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

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

Dear Sir,

- 1.0 Having examined the bidding documents including conditions of contract, Specifications, schedule of quantities and drawings included in or referred to in the bidding documents including Addenda Nos. \_\_\_\_\_, Receipt of which is hereby duly acknowledged, for the execution of above mentioned works, we, the undersigned offer to supply and deliver goods and services including installation & commissioning as detailed in the price schedule, and maintain whole of the said works, in conformity with the said conditions of Contract, specifications and schedule of quantities for the sum of **Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ only)** or such other sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid and the said technical specifications, drawings and conditions.
- 2.0 We, undertake, if our bid is accepted to commence the works within 15 days of receipt of the notification of award, and to complete and deliver the whole of the above said works comprised in the contract within \_\_\_\_\_\***days calculated from the day of thereceipt 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 **Rs.20,000/- (Rupees Twenty Thousand only)** in accordance with the conditions of Contract.
- 4.0 We agree to abide by this bid for the period of 90 days from the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

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

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

Duly authorized to sign the bid for and on behalf of

\_\_\_\_\_

(In capital letters).

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

**APPENDIX TO THE FORM OF BID**

**Condition of Contract**

**Clause No.**

a) Bank guarantee

Minimum amount of third party insurance

Period for commencement, from the date  
Of receipt of letter of intent. 30 days

Time for completion from the date  
of receipt of letter of intent 3 months

Rate of penalty for delay 130.5% of the contract  
Value /week or part thereof.

Maximum limit of penalty 135%

Time within which the payment  
would be made after the certificates for  
**Receipt of Goods /completion of work is made. 0 days**

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

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

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

## Section VI

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

THIS AGREEMENT is made and executed on the day of  
\_\_\_\_\_ 20 \_\_\_\_\_

Between

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

AND

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

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

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

\_\_\_\_\_

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

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.
  
- 2.0 The following documents shall be deemed to form and be read as construed as part of this agreement, viz

- i) This Form of Agreement
- ii) This Letter of Acceptance
- iii) The said bid, Appendix and the price Schedule Thereof
- iv) The Technical Specifications
- v) The Schedule of Quantities
- vi) The Drawings
- vii) The Schedule of Supplementary Information
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Schedule of Materials to be issued by OMFED
- xi) Form of Bank Guarantees

3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one, another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.

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.

**\* Thebidder 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.

Authorized Signatory

CONTRACTOR

**In the presence of:**

**WITNESS:**

1) Signature

Name and address

2) Signature

Name and address

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

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

Bank Guarantee no.

Date:

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

Whereas the OMFED has invited bids for the supply, installation, testing, commissioning, trial run and guaranteeing of the proposed \_\_\_\_\_  
\_\_\_\_\_ by the tender notice reference no. \_\_\_\_\_ .

AND WHEREAS M/S \_\_\_\_\_

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

In consideration of the OMFED having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of bid security and against this Bank guarantee, we (name and the address of the Bank ) hereby undertake and guarantee to make payment to the OMFED the amount of bid security or any part thereof not deposited by the bidder to the OMFED at any time ( time being the essence of the Contract) when the OMFED asks for the



same as per the terms and conditions of the bidding documents within 120 days from the date of opening of the bids.

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

In case the OMFED puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank Guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the OMFED in its bidding document and payment will be made to the OMFED without raising any disputes regarding the reasons for such failures on the part of the bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the OMFED with or without the consent of the Bank or any alternations in the obligations of the parties or by an indulgence, forbearance shown by the OMFED to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereafter possess against the bidder and the OMFED shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

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

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

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

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

Place

Signature

Seal

Code no.

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

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

Bank Guarantee No.

Date:

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

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

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

In consideration of the OMFED having agreed to award the contract on the Contractor, we \_\_\_\_\_ (the bank) do hereby guarantee, undertake, promise and agree with the OMFED , its legal representatives, successors, and assigns that the within named (the name of the Contractor) their legal representatives , assignees will faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time ( time being the essence of the contract) and in manner therein provided , do all obligations there under and we further undertake and guarantee to make the payment to the OMFED a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Being 10% of the contract value ,in case the Contractor , their legal representatives, assignees do not faithfully perform and fulfill

everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time and in manner therein provided and do not willfully and promptly do all obligations there under. In case the Contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equivalent to 10% of the contract value from the Contractor and the demand made by the OMFED itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the contract and neither the Contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

We, (the name of the bank), do hereby undertake to pay an amount equivalent to 10% of the contract value, being the amount due and payable under this guarantee. Without any demur, merely on a demand from OMFED stating that the amount claimed is due by way of Non-performance of the contractual obligations as aforesaid by the contractor or by the reason of the contractor's failure to perform the said contractual commitments, any such demand made on the banks shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only being the amount equal to 10% of the contract value.

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

We, the bank, further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of bidding document and the contract or to extend the time of performance by the said Contractor from time to time and any of the power exercisable by the OMFED against the Contractor and forbear or enforce any of the terms and conditions relating to the said bidding document and the contract and we shall not be relieved from or liability by reason of any such variation ,or extension being granted to the said contractor or for any forbearance, act or omission on the part of the OMFED to the said Contractor by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us. This guarantee shall be in addition to and without

prejudice to any other securities or remedies which the OMFED may have or hereafter possess in respect of the works executed or intended to be executed and the OMFED shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the OMFED may be entitled to receive or have a claim upon and the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the OMFED on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.

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

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

Place

Signature

Date

Seal

Code no.

**Note:**

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