

**TENDER DOCUMENT  
FOR  
OPERATION & MAINTAINANCE OF  
STATE CENTRAL LABORATORY  
AT OMFED DAIRY, ARILO-GOVINDPUR,  
DIST.-CUTTACK, ODISHA.**



**THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.  
D-2, Sahid Nagar, Bhubaneswar-751 007.**



**February 2024**

**Paper Cost: Rs.10,000/- + 18% GST  
(or say Rs.11,800/-)**

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[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 offer in separate envelope from experienced bidders for **Operation & Maintainance Of State Central Laboratory At Omfed Dairy, Arilo-Govindpur, Dist.-Cuttack, Odisha .**

**Tender document can be downloaded from website [www.omfed.com](http://www.omfed.com) from dt.08.03.2024 to dt.03.04.2024** against payment of **Rs.10,000/- + 18%GST (or Rs.11,800/-)** in shape of Demand Draft drawn in favour 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. Bids with **EMD amounting to Rs.2,00,000/- as specified in the tender document shall be received up to 1400 hours on dt.03.04.2024 & shall be opened on the same day at 1530 Hrs.** at OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered.

The **corrigendum/amendment** to this notice if required shall be published only in the OMFED web site and will not be published again in newspaper.

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

**MANAGING DIRECTOR**

## **DISCLAIMER**

The information contained in this tender document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email issued for the eligible and interested bidders, by or on behalf of OMFED, is provided on the terms and conditions set out in this document and all other terms & conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their bid. Each Bidder should conduct its own investigations & analysis and should check the accuracy, reliability and completeness of the information in this tender document and wherever necessary they should obtain independent advice from appropriate sources. OMFED may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

OMFED, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this Bid Stage.

This tender is neither an agreement nor an offer by OMFED, but an invitation or responses to the issues pertaining to any service by OMFED as contained in this document. No contractual obligation on behalf of OMFED, whatsoever, shall arise from the TENDER process unless and until a formal agreement is signed and executed by duly authorized officers of OMFED and the finally selected Bidder. It may be noted that issuance of tender does not confer any right to be invited to participate further and OMFED shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the tender.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published on OMFED website. It is also understood and agreed by the Bidder(s) that decision of OMFED regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

OMFED reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals/orders/responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the tender, presentations and contract negotiation

processes.

OMFED reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price, other terms and conditions.

Notwithstanding anything contained in the Tender Document, OMFED reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, 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 decision.

OMFED reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this TENDER and to provide any and all the services and deliverables under the TENDER to OMFED.

## Document Control Sheet

Sl. No.	Information	Details
1.	Date of issue of tender notice.	08.03.2024
2.	Period for downloading the tender Document.	08.03.2024 to 03.04.2024 up to 02:00PM on <a href="http://www.omfed.com">www.omfed.com</a>
3.	Date, time & place of pre-bid meeting	18.03.2024 at 11:30 AM at The Odisha State Co-operative Milk Producers' Federation Ltd (OMFED), D-2, Sahid Nagar, Bhubaneswar – 751007.
	Site Visit	18.03.2024 at 12:30 PM
4.	Last date, time & place for submission of filled in tender document (duly signed & stamped) along with cost of tender & EMD.	03.04.2024 up to 02:00PM at The Odisha State Co-operative Milk Producer's Federation Ltd (OMFED), D-2, Sahid Nagar, Bhubaneswar – 751007.
5.	Date time & place of opening of Techno-commercial bid	03.04.2024 at 03:30PM at OMFED, Bhubaneswar in presence of bidders participated or their representative who may choose to be present.
6.	Date of Opening of Price bids	Date & time shall be communicated after subsequent to approval of techno commercial bid. Place – OMFED Corporate Office, Bhubaneswar
7.	Bid Validity	180 Days (One hundred eighty days).
8.	Contact Person	General Manager (Proj/DO) M – <b>7440043849</b> Email ID: <a href="mailto:dairyoperation@omfed.com">dairyoperation@omfed.com</a> <a href="mailto:sbhaumik@omfed.com">sbhaumik@omfed.com</a>
9.	Cost of TENDER document	Rs. 10,000/- + 18% GST
10.	Bid Security Amount/EMD	EMD Rs.2,00,000/-
11.	Performance Bank Guarantee	The PBG shall be 10% of the Contract Value
12.	Reserved annual lease money	INR 5,00,000/- (exclusive GST)



## 1.0 Background

The Odisha State Cooperative Milk Producers' Federation Ltd (OMFED) was established in the year 1980 under Operation Flood – II programme by covering erstwhile four districts namely Cuttack, Puri, Keonjhar & Dhenkanal. Over the period, 11 Milk Unions are affiliated to OMFED and 28 districts are covered. The dairy farmers of the state have been organized & inducted to the fold of Cooperatives. Since inception OMFED as the Apex Dairy Cooperative of the State is dedicatedly working for the socio-economic development of the dairy farmers and catering to the requirement of the urban consumers by ensuring the supply of nutritious pasteurized milk and delicious milk products.

- 1.1 Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Govt. of India has approved State of Art State Central Laboratories, for which accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) is to be obtained, to 18 States at State Milk Federation Level for Quality Milk Programme under Central Sector Scheme “National Programme for Dairy Development (NPDD). The component detail for setting up of the Laboratory is as under: -

Sr. No.	Component
1.	LCMS/MS-Triple Cord Liquid Chromatography/ Mass Spectrometer with accessories
2.	GCMS/MS-Triple Cord Gas Chromatography/ Mass Spectrometer with accessories
3.	Induced Couple Plasma Mass Spectrometer (ICP-MS) with accessories
4.	Milkoscan FT-1
5.	BacSomatic
6.	Other related Equipment's
7.	Glassware & Chemicals
8.	Civil Work (including electrical & Interiors)
9.	Microbiological Laboratory

The purpose is to help build, run and maintain the State Central NABL accredited Lab under revenue sharing with OMFED.



- 1.2 The collection and dispatch of samples to laboratories in distantly located places pose a major concern for exact or quicker testing of Milk. Hence, it is ideal to have a laboratory for assuring both i.e. quality as well as the safety parameters of milk and dairy products.
- 1.3 Running of the State-of-the-Art Milk Testing Laboratory would:
- a) enhance reliability of results & Continuous adherence to standard laboratory practices
  - b) results in greater availability of proficient personnel
  - c) allows uniformity in protocols and procedures

## **2.0 Purpose of TENDER**

The main purpose is to run NABL Accredited Milk Testing Laboratory at OMFED Dairy, Arilo-Govindpur, Baranga, Cuttack under both public sector and private sector for complete analysis of Raw milk and to take up complete analytical testing of various other dairy products also.

### **2.1 Objectives:**

- To run State of the Art NABL Accredited Milk Testing Laboratory for checking the milk and milk products as per regulatory guidelines for improving quality of milk and milk products.
- To analyze the physical, chemical and biological quality of the milk and to submit the certificate of analysis
- To extend full-fledged diagnostic support and services to the milk pourers of Dairy Cooperative Societies and others in terms of microbiological and molecular diagnosis
- To develop cost-effective and reliable quality standard certification service to the dairy industry

## **3.0 Scope of Work**

- 3.1** It is proposed to run the Milk Testing Laboratory of OMFED at Arilo-Govindpur for providing quality testing, diagnostic services and screening of products for specific pathogens.
- 3.2** The illustrative scope of work of a laboratory- though not limited to- would be as specified below;
- Accreditation to be taken for NABL approval
  - To provide cost effective Milk Testing facilities
  - To provide high-quality lab testing standards for both domestic and export trade lay down parameters for pesticides residues, antibiotic and veterinary residues, heavy metals, Mycotoxins, pathogens and other

contaminants.

- To provide sample analyses service for field level labs, departments and other institutes.
- The strict quality control both chemical and microbiological will deter the adulteration of milk and will improve the quality of raw milk.
- To bring increased attention to safety concerns in the handling, processing and packaging of milk.

#### **4.0 Quantum of Assistance**

One time building and set of equipment's assistance will be provided by the OMFED to meet the cost for establishing the Laboratory including the cost of consumables as per the norms specified under Quality Milk Programme under Central Scheme NPDD. List of major equipment provided in clause 1.1 and detail list at Annexure - II.

#### **5.0 Role of OMFED**

**5.1** The ownership of the building and equipment shall remain with OMFED.

**5.2** OMFED would regulate the functioning of the laboratory:

- i. Random inspection of Operation at any of the facilities, as desired by OMFED.
- ii. Direct the successful bidder to undertake appropriate steps required for proper upkeep & maintenance of the facilities and remove any shortcoming observed at their own costs.
- iii. Facilitate in providing necessary regulatory approvals as and when required.

**5.3** The final rates for samples and testing services for private agencies as well as for government agencies will be mutually decided by OMFED and bidder.

**5.4** Laboratory Operation Committee will be constituted at the federation level. The Laboratory Operation Committee will be headed by Managing Director, OMFED and will be responsible for:

- Monitor the functioning of lab.
- Review of progress and approval of deliverables, action plan and annual plan.
- Issue of policy, direction, and guidelines.
- Procurement and Payment to various stakeholders.
- Frequency of meeting: Quarterly

- 5.5** OMFED will also make arrangement for effluent treatment (confirming to the norms of the pollution control authority as in force from time to time) and water softening.
- 5.6** OMFED would **hand over the laboratory** on execution of a specific Memorandum of Understanding (MoU).

## **6.0 Role of the Agency (Bidder)**

- 6.1** The Successful Bidder would be responsible for Operation , Maintenance and security of the State Laboratory for entire “Lease Period” of five (05) years, which may be extended yearly basis for another five (05) years on mutual consent. The lease period would commence from the date of handing over of the completed project facilities to the successful bidder by OMFED.
- 6.2** The selected agency would assist OMFED in purchasing of equipment’s required for proper functioning of State Laboratory if required.
- 6.3** The successful bidder, after award of contract will ensure NABL accreditation of laboratory in the shortest possible time and all expenses toward the accreditation will be reimbursed to the agency on as per actual basis subject to submission of bills.
- 6.4** Analyzing samples of OMFED / its Milk Unions / Units would be a key responsibility of the agency.
- 6.5** Any recurring expenses such as Electricity bill, water bill, salary of lab assistants, purchase of chemicals, glassware, testing or standard reagents will be borne by the selected agency.
- 6.6** Layout design of the laboratory cannot be changed without the permission of OMFED.
- 6.7** Details of trained manpower to be positioned for day to day operations shall be indicated in technical proposal.
- 6.8** Statement showing the proposed charges for testing various parameters in the laboratory shall be submitted along with the proposal.
- 6.9** During the period of lease, the Successful Bidder shall be responsible for the following activities:
- 6.9.1** To equip State Testing Laboratory, with complete testing facilities along with the required and qualified manpower to fully maintain and run the laboratory. The indicative list of equipment to be provided is given at clause

no. 1.2.

- 6.9.2 Successful bidder will have to provide the requisite Scientific and Technical Manpower and supporting human resource at State Testing Laboratory for operation and maintenance of various analytical facilities and housekeeping staff. The indicative list of manpower required to ensure smooth running of lab is attached at Annexure I.
- 6.9.3 Qualified and trained manpower shall be placed in the laboratory and the salaries and wages shall be met by the implementing agency **as per GOO/GOI.**
- 6.9.4 The technical staff employed in the laboratory shall be trained regularly in the referral laboratories on various diagnostic procedures.
- 6.9.5 Periodic report on the number of samples tested under various categories, revenue generated and manpower in place shall be submitted to the OMFED.
- 6.9.6 The laboratory has to maintain records online pertaining to the details of companies/individuals who submit samples for testing, samples tested, results and charges collected.
- 6.9.7 Renewal of NABL accreditation of the laboratory.
- 6.9.8 The Successful Bidder shall execute an Agreement with OMFED.
- 6.9.9 The Successful bidder shall pay the Lease Rent from the date of start of operations, in advance, on quarterly basis and the same shall be paid on or before the 7<sup>th</sup> day of preliminary month of every English Calendar month of quarter from date of signing of lease agreement.

## **7.0 Eligibility criteria, Technical and Financial capability of bidder**

Tender shall be submitted in three parts as described below:-

Part-I : **Pre-qualification bid**

**Containing all the documents as mentioned in the Eligibility Criteria.**

Part-II : Technical bid

Containing all the documents as mentioned in the Technical Evaluation Criteria.

Part-III : Price Bid

Containing "Price Bid" as per attached format with TENDER.

## **7.1 Eligibility of applicants**

As part of eligibility criteria, only those bidders who meet the following eligibility criteria are eligible to qualify in the pre-qualification stage and there Technical Evaluation shall be done followed by Financial Bid opening for which

the date and time shall be intimated to the technically acceptable bidders. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

To be eligible for qualifying in technical bid, the Bidder shall fulfill the following Minimum Eligibility Criteria:

<b>Sr. No.</b>	<b>Minimum Eligibility Criteria</b>	<b>Documents Required</b>
1.	The Bidder must be a firm / company / organization registered under applicable Act in India.	Copy of the Partnership deed / Bye Laws / Certificate of Incorporation issued by Registrar of Companies
2.	The bidder shall have minimum of 3 (three) years of experience in running of NABL accredited products testing laboratory	Attach relevant work orders / performance report
3.	The average financial turnover of the bidder in last three financial year shouldn't be less than ₹ 1.0 Crore and should have positive net worth.	CA Certificate
4.	The bidder or its representatives shall have undergone required training in testing of milk / food products as per FSSAI/BIS etc. and as per the required laboratory techniques.	Copy of certificate
5.	The bidder must submit their valid PAN and GST Registration Number.	Copy of PAN and GST
6.	Bidder should not currently be blacklisted by any of the State/Central Government or organizations of the State/Central Government in India and the bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.	Affidavit on ₹ 100.00 non judicial stamp paper.

**Firstly, only Part – I: Pre-qualification Bid shall be opened (As per NIT) and shall be evaluated. Bidder(s) qualifying in pre-qualification part of tender, there Part – II: Technical bid shall be opened & evaluated.**

In case it is necessary to ask for technical clarifications/ confirmation from the bidders to bring the offer in line with the requirement of specifications same shall be sought in writing. Revised price bids shall not be entertained.

After getting necessary clarifications if required, Part - III containing original Price Bid (as per format) shall be opened for which the date and time shall be intimated to the technically acceptable bidders only.

## 7.2 Technical bid qualification

Technical evaluation will be done only for those bidders who have qualified the pre- qualification stage. The technical evaluation of the qualified bidders shall be done based on the following evaluation criteria: -

Sl. No.	Evaluation Criteria	Maximum marks	Reference document
1	Average Annual turnover for last 3 financial years (FY 20-21, FY 21-22 and FY 22-23) <ul style="list-style-type: none"> <li>• Minimum turnover of INR 1 Crore - <b>15 marks.</b></li> <li>• &gt; INR 1 Crore - <b>20 marks.</b></li> </ul>	20	
2	Operation of State Testing Laboratories in India at different locations for the past 3 years. <ul style="list-style-type: none"> <li>i. One Testing lab - <b>10 marks.</b></li> <li>ii. More than one Testing labs - <b>20 marks.</b></li> </ul>	20	
3	Bidder must have positive Net worth of INR 50 lakh in last three years <ul style="list-style-type: none"> <li>i. Net worth of INR 50-70 Lakh: <b>10 marks.</b></li> <li>ii. More than INR 70 Lakh: <b>20 marks.</b></li> </ul>	20	
4	Strength of Professional staff <ul style="list-style-type: none"> <li>i. 05 - 14 on - roll strength - <b>10 marks.</b></li> <li>ii. 15 - 20 on - roll strength - <b>20 marks.</b></li> </ul>	20	
5	Technical Presentation	20	
	<b>Total</b>	<b>100 marks</b>	

## 7.3 Evaluation of Technical proposal

The bidder shall include Detailed Proposal Report (DPR) in Technical proposal comprising of financial viability of the project describing the revenue, recurring expenses, operational expenses including salary component etc., number of industries & other users likely to use the facility and to make lab technical feasible a list additional equipment's required in addition to the list proposed at Clause no. 1.2. For the purpose of better understanding the bidder will also present this project report to the technical committee. **The minimum Technical Qualification score for the bidder to be qualified is 70 for opening of Price Bid.**

## 7.4 Selection Process

The following selection process will be carried out:

- i. Opening of TENDER bids and evaluating them following the price bids evaluation methodology.
- ii. The qualified bidder offering highest amount of Annual Lease Rent to OMFED would be selected as the Successful Bidder. OMFED, however, reserves the right to reject any offer below the fixed minimum Lease money.
- iii. If two qualified Bidders have quoted the same amount of Annual Lease rent in their price bid, the bidder who has the higher eligibility score would be selected.

## 7.5 Price Bid Evaluation Format

Bidder has to submit the **“Price Bid”** in the attached format with TENDER (**refer Form FIN-1**).

Any condition attached to the Price Bid would be considered as non-conforming proposed by OMFED and the Price Bid is liable to be rejected.

## INSTRUCTIONS TO THE BIDDERS – GENERAL INSTRUCTIONS

### 1.0 Checklist of Submission

<b>Sl. No.</b>	<b>Criteria/Form</b>	<b>Documents required</b>	<b>Status (Submitted/ Not Submitted)</b>	<b>Page No.</b>
1.	Tender Fee	Rs.10000.00 + GST		
2.	Bid Security Amount	EMD Rs.2.00 Lakhs.		
3.	The Bidder must be a firm/ company/organization registered under applicable Act in India.	Copy of the Partnership deed/Bye Law/Certificate of Incorporation issued by Registrar of Companies		
4.	The average financial turnover of the bidder in last three financial year shouldn't be less than 1 Crore and should have positive net worth.	CA Certificate		
5.	The bidder or its representatives shall have undergone required training in testing of food products as per FSSAI/BIS etc. and as per the required laboratory techniques.	Copy of Certificate		
6.	The bidder must submit their valid PAN, TAN and GST Registration Number	Copy of PAN, TAN and GST as per Tech Form4		
7.	Bidder should not currently be blacklisted by any of the State/Central Government or organizations of the State/Central Government in India and the bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices.	A self-declaration on letterhead		



8.	Technical Proposal Submission Form	Form Tech 1		
9.	Bidder Details	Form Tech 2		
10.	Experience of bidder	Form Tech 3		
11.	Technical Proposal cum Detailed Project Report	Form Tech 4		
12.	Registration Certificates	Form Tech 5		
13.	Chartered Account Certificate	Form Tech 6		
14.	Performa for Financial Bid	Form FIN 1		

## 2.0 Bid Security (Earnest Deposit)

- 2.1 The Bidder shall furnish, as part of its bid, bid security as specified in the enquiry.
- 2.2 The bid security is required to protect the purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to para 2.7 below.
- 2.3 The bid security shall be denominated in India Rupees only, and shall be in one of the following forms:
- (a) A bank guarantee issued by the Nationalized bank located in India or any bank abroad acceptable to the purchaser in the form provided in the Bidding Documents and valid for 30 days beyond the validity of the bid. The guarantees given by other banks should be confirmed by a nationalized India Bank or a Foreign Bank operating in Indian.

### **IMPORTANT NOTE FOR ISSUANCE OF BANK GUARANTEE:**

**In Bank Guarantee (BG), issuing Bank must mention advising bank details for authentication of BG as**

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

or

- (b) A demand draft in favour of **The Orissa State Co-Operative Milk Producers' Federation Ltd.** payable at Bhubaneswar may be submitted with the tender bid.

- 2.4 Any bid not secured in accordance with Clause 2.1 and 2.3 will be rejected by the purchaser as non- responsive.
- 2.5 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 prescribed by the purchaser, pursuant to clause 27 below.
- 2.6 The successful Bidder’s bid security will be discharged upon the Bidders executing the Contract, pursuant to clause 22 & furnishing the performance security, pursuant to clause 23.
- 2.7 The bid security may be forfeited:
- (a) if a bidder withdraws its bid during the period of bid validity or
  - (b) In the case of the successful Bidder, if the Bidder fails:
    - (i) To sign the Contract in accordance with clause 22:
    - or
    - (ii) To furnish performance security in accordance with clause 23.

### 3.0 Pre-bid meeting

Pre bid meeting will be done by OMFED as per the data sheet. Bidders may request a clarification with regard to any part of the TENDER document on or before pre-bid meeting. Any request for clarification must be sent in writing through e-mail with subject as “Selection of Agency to Operate Central State Laboratory for the sampling of milk / milk products at OMFED, Arilo-Govindpur” to the email id mentioned in data sheet before Pre-bid meeting. The format for pre-bid clarification is as follows:

Sl. No.	Section/ Clause No.	Name of Section / Clause	Text (which is mentioned and requires clarification)	Clarification required (Suggested/proposed text)

The address for requesting clarifications and pre-bid conference detail are mentioned in Document Control Sheet.

### 4.0 Number of Bids and costs thereof

- No bidder shall submit more than one Bid for the Project.
- The bidder shall be responsible for all of the costs associated with the preparation of their applications and their participation in the bid process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **5.0 Acknowledgement by Applicant**

5.1 It shall be deemed that by submitting the Bid, the bidder has:

- a. Made a complete and careful examination of the TENDER;
- b. Received all relevant information requested from the OMFED;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the TENDER or furnished by or on behalf of the department.
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.2 The department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to TENDER or the bidding process, including any error or mistake therein or in any information or data given by the OMFED.

## **6.0 Right to Accept or Reject any or all Bids**

6.1 Notwithstanding anything contained in this TENDER, the OMFED reserves the right to accept or reject any bid and to annul the bidding process and reject all Bids, at any time, without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

6.2 The OMFED reserves the right to reject any bid if:

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The applicant does not provide, within the time specified by the authority, the supplemental information sought by authority for evaluation of the application.

6.3 If such disqualification/ rejection occurs after the Bids have been done and the highest bidder gets disqualified/ rejected, then the OMFED reserves the right to:

- i. Invite the next highest bidders to match the highest bidder/ submit their bids in accordance with the TENDER; or
- ii. Take any such measure as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

6.4 The OMFED reserves the right to verify all statements, information and documents submitted by the applicant in response to the TENDER. Any such verification or lack of such verification by the authority shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights

of the authority there-under.

## **7.0 Clarifications**

- 7.1 The bidders requiring any clarification on the TENDER may notify the OMFED in writing through e-mail to the email id mentioned in data sheet. The OMFED shall endeavor to respond to the queries within the period specified therein, but no later than the date stipulated in Document Control Sheet. The responses will be sent by e-mail. The OMFED will forward all the queries and its responses thereto, to only the purchasers of the TENDER without identifying the source of queries. The OMFED may choose to upload the responses only on the websites specified in the TENDER advertisement.
- 7.2 The OMFED shall endeavor to respond to the questions raised or clarifications sought by the applicants. However, the OMFED reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the authority to respond to any question or to provide any clarification.
- 7.3 The OMFED may, on its own, if deemed necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued by the OMFED shall be deemed to be part of the TENDER. Verbal clarifications and information given by the OMFED or its employees or representatives shall not in any way or manner be binding on the OMFED.
- 7.4 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by OMFED.
- 7.5 OMFED shall have full powers, to instruct the successful bidder to make any variation to the scope of work, roles, responsibilities, etc. of the contract, from time to time. The selected bidder shall carry out the aforesaid variations suggested by OMFED and be bound by the same terms and conditions as provided for in this TENDER and/or the contract. The successful bidder will also have the discretion to give OMFED any suggestion with respect to the project/subject matter at hand. It is however clarified that acceptance/use of such suggestion/variations shall be the sole discretion of OMFED.

## **8.0 Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to clarifications requested by the bidders, modify the Bidding Document by the issuance of

Amendment.

8.2 Any amendment thus issued will be uploaded online on [www.omfed.com](http://www.omfed.com)

8.3 In order to afford the prospective bidders, a reasonable time in which to take an Amendment into account in preparing their bids, or for any other reason, the Purchaser may, at its own discretion, extend the deadline for the submission of bids.

## **9.0 Language of bid**

9.1 The bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

9.2 All communication provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of difference in amount stated in figures and words, the amount stated in words only will be taken as correct and final.

## **10.0 Format and Signing of tender**

10.1 The bid shall provide all information sought under this TENDER. The Purchaser would evaluate only those bids that are received in the required format and complete in all respects. Incomplete and / or conditional bid shall be liable for rejection.

10.2 The bidder shall submit separate folders for Pre-qualification document, technical document and financial document.

10.3 The proposal shall be typed or written in indelible ink, stamped (Company/firm stamp or seal) and signed by the Authorized signatory of the applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the bid shall be initialed by the person(s) signing the bid. The proposal shall contain page numbers.

## **11.0 Submission of Bids**

The bidders shall submit the required pre-qualification bid, technical bid and price bid documents at –

The Orissa State Co-operative Milk Producers' Federation Ltd (OMFED),  
D-2, Sahid Nagar,  
Bhubaneswar,  
Odisha - 751007

## **12.0 Deadline for Submission of Bids**

- 12.1 Bids must be received by the Purchaser at the address specified, not later than the time specified for receipt of the bids in the NIT in the manner and form as detailed in this tender document.
- 12.2 In the event that the due date for the bid submission is a holiday for OMFED, the next working day (at same time) will be the date of submission.
- 12.3 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with clause 8.5, above in which case all rights and obligations of the purchaser and bidder previously subject to the deadline will thereafter be subject to deadline as extended.

### **Late Bids**

Bids received by the Authority after the tender submission due date shall not be eligible for consideration and shall be summarily rejected. Authority shall not be responsible for any delay in submission of the same.

## **14.0 Opening & Evaluation of Bids**

- 14.1 Purchaser shall open the bids for the purposes of evaluation at the place specified in NIT and in the presence of the applicants who choose to attend.
- 14.2 The bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given.
- 14.3 Any information contained in the bid shall not in any way be construed as binding on OMFED/Milk Unions, its consultants, agents, successors or assigns, but shall be binding against the bidder if any project is

subsequently awarded to it under the bidding process on the basis of such information.

- 14.4 The OMFED reserves the right not to proceed with the bidding process at any time without notice or liability and to reject any bid without assigning any reasons.
- 14.5 If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, the OMFED may, in its sole discretion, exclude the relevant project from computation of the experience of the applicant.
- 14.6 In the event that a bidder claims credit for an Eligible Project, and such claim is determined by the OMFED as incorrect or erroneous, the OMFED shall reject such claim and exclude the same from computation of the experience. Where any information is found to be patently false or amounting to a material misrepresentation, the OMFED reserves the right to reject the application and/ or bid in accordance with the provisions of Clause 8.3.

## **15.0 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the OMFED in relation to or matters arising out of, or concerning the bidding process. The OMFED will treat all information, submitted as part of the bid, in confidence and would require all those who have access to such material to treat the same in confidence. The OMFED may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or authority or as may be required by law or in connection with any legal process.

## **16.0 Clarifications**

- 16.1 To facilitate evaluation of applications, authority may, at its sole discretion, seek clarifications from any applicant regarding its application. Such clarifications shall be provided within the time specified by authority for this purpose. Any request for clarifications and all clarifications shall be in writing.
- 16.2 If the bidder does not provide clarifications sought, as mentioned above, within the prescribed time, its bid shall be liable to be rejected. In case, the



bid is not rejected, the department may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the OMFED.

### **17.0 Shortlisting & Notification**

- 17.1 Based on the evaluation of bids, the OMFED would prepare a list of bidders that shall have been qualified through the evaluation criteria and the same will be communicated to all the bidders. The OMFED will not entertain any query or clarification from bidders who fail to qualify.
- 17.2 The pre-qualified/eligible bidder shall only be invited to make a presentation to the “Evaluation Committee” constituted for the purpose.
- 17.3 The Price bid of only those bidders will be opened, who have scored at least **70 in Technical Qualification.**

### **18.0 Proprietary Data**

All documents and other information supplied by OMFED/Milk Unions or submitted by the bidder to OMFED/Milk Unions shall remain or become the property of the OMFED/Milk Unions. The bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The OMFED will not return any bid or any information provided along therewith.

### **19.0 Conflict of Interest**

The agency shall not receive / claim any remuneration in connection with the assignment except as provided in the contract. The agency and its affiliates shall not engage in any activities that conflict with the interest of OMFED under the contract. Agency shall provide professional, objective and impartial advice and at all times hold OMFED’s interest paramount, without any consideration for future work and that in providing advice, they avoid conflicts with other assignments and their own corporate interests. The agency understands that it shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of OMFED.

Without limitation on the generality of the foregoing, an agency shall not be hired, under the circumstances set forth below:

- a) Relationship with OMFED’s staff: Consultants/ Agencies (including their



experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff OMFED (or of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to OMFED throughout the selection process and the execution of the contract.

- b) An agency or a group shall submit only one proposal, either individually or as a joint venture partner in another proposal or represent the sub agencies if the group. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify.

## **20.0 Penalty**

If Agency fails to deliver the services as per the agreement or to the desired expectation / satisfaction of OMFED, Bhubaneswar, it shall be liable to pay penalty @ 5% of the annual lease money. If there is still any performance issues persisting after consecutive two (02) quarters the contract shall be terminated and PBG shall be forfeited and blacklisted at the option of OMFED.

## **21.0 Notification of Award of Contract**

The OMFED will notify the successful bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the contract after submission of performance bank guarantee by the successful bidder.

## **22.0 Signing of Contract**

22.1 At the same time as the purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

22.2 Within 30 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

22.3 After signing of the Contract, no variation in or modification of the term of

the Contract shall be made except by mutual written amendment signed by both the parties.

## 23.0 Performance Security

- 23.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the supplier shall furnish performance security for 10% amount of the contract value to the purchaser.
- 23.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 23.3 The performance security shall be denominated in Indian rupees and shall be in the following form:

- a) A bank guarantee or irrevocable letter of credit, issued by a Nationalized Bank in India or any bank abroad confirmed by the Reserve Bank of India and in the form provided in the Bidding Documents. The guarantees issued by other banks should be confirmed by a Nationalized Indian Bank or a Foreign Bank operating in India.

**IMPORATNT NOTE FOR ISSUANCE OF BANK GUARANTEE:**

**In Bank Guarantee (BG), issuing Bank must mention advising bank details for authentication of BG as**

**Bank Name :- Indian Bank**

**Account No :- 922440376**

**IFS Code:- IDIB000K157**

**Branch Name :- Kharvel Nagar**

- b) Demand draft in favour of **the Odisha State Co-Operative Milk Producers' Federation Ltd., payable at Bhubaneswar** may be submitted with the tender bid. Such bank guarantee shall be valid till the expiry of the warranty period.

- 23.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

## 24.0 Sub-contracting/Subletting

Neither party may assign nor transfer any of its rights and obligations under the Agreement to any person without the other party's consent. The successful bidder shall not assign or transfer the whole or any part of scope of work nor shall it subcontract/sublet.

## **25.0 Termination by default**

OMFED may terminate the Contract if:

- a) the selected agency fails to comply any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as OMFED may have subsequently granted in writing;
- b) the selected agency becomes insolvent or bankrupt
- c) if the selected agency fails to comply decisions / mandate of OMFED.
- d) any document, information, data or statement submitted by the selected agency in its Proposals, based on which it was considered eligible or successful, is found to be false, incorrect or misleading; or
- e) if the acts of the selected agency are found to be unethical by OMFED.

## **26.0 Period of Validity of Bids**

**26.1** Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of bid opening prescribed by the Purchaser.

**26.2** Purchaser reserves right to reject a bid valid for a shorter period as non-responsive.

**26.3** In exceptional circumstances Purchaser may solicit the Bidders consent to an extension of the period of validity.

**26.4** Prior to the expiration of the validity period, the Purchaser will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process is not completed within the stipulated period, the Purchaser, may like to request the bidder to extend the validity period of the bid. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting the request will not be permitted to modify its Proposal. OMFED, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

## **27.0 Validity of Offers**

The commercial price quoted in the financial bid shall be valid for a minimum period of 180 days from the date of opening of Price bid. Bids mentioning a shorter validity period than specified shall be ignored/rejected and will not be accepted.

## **28.0 Fraud & Corrupt Practices**

- 28.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the authority shall reject an application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.
- 28.2 Without prejudice to the rights of the authority hereinabove, if an applicant is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such applicant shall not be eligible to participate in any tender issued by the authority during a period of 2 (two) years from the date such applicant is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 28.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- I. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - II. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- III. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- IV. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- V. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **29.0 Arbitration**

In case of any dispute or differences arising out of this tender between the parties, the same will be referred as sole arbitrator with mutual consent of the parties. The arbitration proceeding shall be conducted in accordance with the provisions of arbitration and conciliation Act 1996.

The court at Bhubaneswar alone shall have exclusive jurisdiction to entertain any dispute arising between the parties for adjudication.

**APPENDIX**  
**Form Tech 1 - Technical Bid Submission Form**

To,

Managing Director  
The Orissa State Co-Operative Milk Producers' Federation Ltd.,  
D-2, Sahid Nagar,  
Bhubaneswar,  
Odisha – 751007.

Sir,

TENDER NO:\_\_\_\_\_For Selection of Agency to Operate State Central Laboratory for the sampling of milk & milk / food products at OMFED, Bhubaneswar, Odisha.

We, the undersigned, offer to provide our bid for the assignment "For Selection of Agency to Operate State Central Laboratory for the sampling of milk & milk / food products" in accordance with your tender invited vide NIT no. .... dated..... We are hereby submitting our bid, which includes pre-qualification, Technical, and a Financial bid.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our bid is accepted, to initiate the services related to the assignment not later than the date indicated in Document Control sheet.

We understand you are not bound to accept any bid you receive.

Yours sincerely,

Signature with date:

Name of authorized signatory Seal of Agency

**Form Tech 2 Details of Bidder**

Form: Details of the Bidder	
Name of the applicant / firm / Company / Institute	
Date of Incorporation and registration details	
Field of operation	
Experience in Laboratory Management (Years of operation)	
Date of Commencement of Business	
Address of Headquarters	
Address of the Registered Office in India	
Contact detail of Authorized person  (name, address, phone no. and email)	



**Form Tech 3 – Experience of bidder**

Assignment Name -
Approx. Value of Contract -
Country/Location within Country -
Name of Client -
Address -
Value of Work Order -
Start date (month/year) - Completion date (month/year) -
Narrative description of the machinery supplied-

***Note: Please provide the copy of Work Order/ Certificate of Completion for each project.***

**Form Tech 4- Technical Bid cum Detailed Project Report**

***(comprising of financial viability of the project describing the revenue, recurring expenses, operational expenses including salary component etc., number of industries & other users likely to use the facility and to make lab technical feasible a list additional equipment's required in addition to the list proposed at Clause no. 1.2 of Background)***

**Form Tech 5- Registration Certificates**

(On Agency's letter head)

**TO WHOM SO EVER IT MAY CONCERN**

This is certify that this Agency has given below statutory registrations, photocopy of which are annexed hereto.

<b>S.No.</b>	<b>Registration for</b>	<b>Registration No.</b>	<b>Date of Registration</b>
1	PAN		
2	GST		
3	Shop & Establishment		
4	OTHERS		

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency

**Form Tech 6- Chartered Accountant Certificate**

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s. ....  
having its Registered Office .....  
had achieved the following level of Turnover in respect for the financial  
years mentioned hereunder:

<b>Particulars</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>
<b>Turnover</b>			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors/Chartered Accountants:

Name :

Seal

Place :

Date :

**Form FIN- I**  
**Format for Financial Bid**

Dated:

To

Managing Director  
The Orissa State Co-Operative Milk Producers' Federation Ltd.,  
D-2, Sahid Nagar,  
Bhubaneswar,  
Odisha – 751007.

**Sub: Selection of Agency to Setup and Operate State Central Laboratory  
for the sampling of milk & milk / food products at OMFED,  
Bhubaneswar.**

Sir,

1. With reference to your TENDER invited vide NIT no. .... dated ..... I/we, having examined the Bidding Documents and understood their contents, and pursuant thereto, hereby submit my/our Financial Bid for the aforesaid mentioned services as per Schedule of Requirements and other terms of the TENDER. The Bid is unconditional and unqualified.
2. I/We hereby tender to Operate State Central Laboratory for the sampling of milk & milk / food products at OMFED, Bhubaneswar as per the Terms & Conditions of this tender, at the following Annual Lease Rent (minimum lease money of INR 5.0 lacs) payable to OMFED.

<b>Description</b>	<b>Bid (per year)</b>
To Operate State Central Laboratory for the sampling of milk & milk / food products at OMFED, Bhubaneswar	Rs. ....(excluding GST) In words (Rupees)..... .....

3. We agree to enhance 10% increase in the quoted lease amount every year.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. By filling this Form, we hereby irrevocably consent and agree to be bound by all the terms and conditions set out hereunder.

5. I / We further confirm that we shall not demand Additional Fee, any other charges etc. from OMFED during the mentioned Period.
6. We hereby declare that our Financial bid is unqualified and unconditional in all respects and there are no deviations from the stated terms in the Bidding Documents.

**Yours faithfully,**

**(Signature of the Authorized signatory)**  
**(Name and designation of the of the Authorized signatory)**

1. **Head of the Laboratory** (Director/CEO)
2. **Technical team** (for all technical Laboratory related activities) comprising of:
  - Scientific Officers: Minimum 2 (Chemical and Biological)
  - Senior Analysts: Minimum 3 (Chemical, Instrumentation & Biological)
  - Junior Analysts: Minimum 5 (Chemical, Instrumentation & Biological)
  - Lab Assistants: Minimum 1
  - Data Entry Operator: Minimum 1
3. **Administrative team** (for all administrative purposes i.e. Managing Accounts, Procurement, Storage & Inventory, Personnel recruitments, trainings etc., booking of samples, Delivery of reports etc.) comprising of:
  - Sr. Administrative Manager: 1
  - Deputy Manager, Accounts: 1
  - Deputy Manager, Stores & Purchase: 1
  - Deputy Manager, IT: 1
  - Office Assistants: Minimum 2
  - Data Entry Operators: Minimum 1
  - Maintenance Staff: Minimum 2
  - Housekeeping staff and Security Guards: as per requirement
4. **Techno-commercial Team** (for understanding customer's requirements and preparing quotations and liaison between customer and the laboratory staff) comprising of:
  - Deputy Manager, Techno-commercial: 1
  - Data Entry Operator: Minimum 1
5. **Quality Assurance Team** comprising of:
  - Quality Manager: 1
  - Astd. Quality Manager: 1

## **List of Major Laboratory Equipments**

1. LCMS/MS- Triple Cord Liquid Chromatography/Mass Spectrometer with accessories
2. GCMS/MS- Triple Cord Liquid Chromatography/Mass Spectrometer with accessories
3. Induced Couple Plasma Mass Spectrometer (ICP-MS) with Accessories
4. FTIR Technology
5. based Milk Analyser
6. Bacteria and Somatic Cell Analyser
7. Electronic Milk Analyzer with Adulteration Testing Facility
8. Automatic Kjeldhal Unit
9. Laminar Air Flow
10. Sodium Potassium Analyzer
11. GERBER Centrifuge
12. Analytical Weighing balance 220 g (0.001)



## **List of other Lab equipments**

1. Material Description
2. Auto Clave
3. Double Distillation Unit
4. Electric Mixer (1400 Rpm)
5. Fire Extinguisher
6. Water bath 37 deg C with Auto Thermostat
7. Hot Air Oven 100 deg C
8. Hot Air Oven 250 deg C
9. Hot plate with Top body SS 304
10. Incubator 37 deg C
11. PH meter
12. Refractometer
13. Remi Centrifuge
14. Weighing Balance 1.5 kg (0.1 g)
15. Thermometer
16. Vernier Caliper
17. Air conditioner Split Type
18. Gas Cylinder + Oven
19. Muffle Furnace
20. Turbidity Meter
21. Refrigerator
22. Adulteration Kit (1 unit)

**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.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 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  
Date

Signature  
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.