



**TENDER DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR  
CAPACITY DAIRY PRODUCT WALKING COLD STORAGE**

**AT**

**VARIOUS DAIRIES OF OMFED**



**PROJECT DIVISION, OMFED, BHUBANESWAR**

**The Orissa State Cooperative, Milk Producers' Federation Ltd.**

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

**Ph No- 2546030/2540273/2540417, Email –: [project@omfed.com](mailto:project@omfed.com)**

**March -2026**

**ESTIMATED COST - Rs.32, 00,000/- + 18% GST**

**Tender Cost -Rs. 6000/- +18% GST**

**NEWS PAPER NOTICE**



**The Orissa State Cooperative, Milk Producers' Federation Ltd.**

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

**Ph No- 2546030/2540273/2540417, Fax No (0674)2540974**

**Bid Identification No. Proj/283/Cold Store /Dairy Plant/26**

**E-TENDER FOR SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR CAPACITY DAIRY PRODUCT WALKING COLD STORAGE ATVARIOUS DAIRIES OF OMFED**

OMFED invites Techno-Commercial tenders from experienced contractors for execution of the

**“SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR CAPACITY DAIRY PRODUCT WALKING COLD STORAGE AT VARIOUS DAIRIES OF OMFED”**

Interested bidders may download the Tender Document from The OMFED web site [www.omfed.com](http://www.omfed.com) only for reference. Bid document will be available in the <https://tendersodisha.gov.in> from 02/03/2026, 10:00AM to 23/03/2026, 5:00PM for bidding. Tender cost of Rs.6000/-+18%-GST along with E.M.D. of **Rs.76000/-** shall be deposited through online portal at <https://tendersodisha.gov.in>. The technical Bid shall be opened on 24/03/2026, 3:00PM at the OMFED Corporate Office in the presence of the interested bidders.

Management reserves the right to accept or reject any or all the bid documents or part thereof without assigning any reason.

Sd/-

**Managing Director**

**E-Procurement Notice for “SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR CAPACITY DAIRY PRODUCT WALKINGCOLD STORAGE AT VARIOUS DAIRIES OF OMFED ”**

**Bid Identification No. Proj/283/Cold Store /Dairy Plant/26**

1. OMFED invites Techno-Commercial tenders from experienced contractors for execution of the **“SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR CAPACITY DAIRY PRODUCT WALKINGCOLD STORAGE AT VARIOUS DAIRIES OF OMFED ”**

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e- Tender is invited online through ‘e’-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. The bidders should have the necessary portal enrolment with his own Digital Signature Certificate.

2. The bidders are required to submit bids for the following items.

Name of work	Estimated Cost (Rs)	Availability of Tender for online bidding only at <a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a>		Date of opening	Period of Completion
		From	To		
“Supply, installation, erection, testing and commissioning of 4000 ltr capacity dairy product walking cold storage at various dairies of omfed”	<b>Rs.37, 76,000/- including GST.</b>	02/03/2026, 10:00AM	23/03/2026, 5:00PM	24/03/2026, 3:00PM	04 (Four) month

3. Cost of Tender Paper Rs7080/- inclusive of GST 18% & EMD Rs 76,000/- as specified in (Technical Bid Part-I) deposit through online portal at <https://tendersodisha.gov.in>.

4. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents are available on Portal: <https://tendersodisha.gov.in>. The corrigendum/amendment to this notice if required shall be

published only in the OMFED web site <https://www.omfed.com> and will not be published again in the newspaper.

5. The **Bid documents will be available** on the website: <https://tendersorissa.gov.in> from 02/03/2026, 10:00AM to 23/03/2026, 5:00PM for online bidding.

6. The tender paper cost / EMD and Photo Copy of **GST, PAN, Registration Certificate, Turnover Certificate, IT return & other documents as per DTCN** shall have to be attached on Portal: <https://tendersodisha.gov.in> within 02/03/2026, 10:00AM to 23/03/2026 5:00PM.

7. Non submission of tender cost of bid document and EMD within the period shall debar the party from participating in the online bidding system and his portal registration shall be cancelled.

8. Bids shall be received only “online” on or before 23/03/2026, 5:00PM.

9. Pre bid meeting will be on dated 13/03/2026 at 11:30 AM at corporate office.

9. **Technical Bids received online shall be opened on 24/03/2026 at 3:00PM** In OMFED corporate office in the presence of the bidders. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

10. The bids of the technically qualified bidders will be opened for evaluation of the price bid.

11. Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD.

12. OMFED in its own interest may opt for any other procurement mode/system simultaneously along with this e-Tender process if required without assigning any reason thereof.

13. The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.

14. OMFED reserves the right to increase or decrease the quantity of the tendered items as per the requirement of the Federation.

15. Legal disputes if any concerning of supplied product subject to Jurisdiction of such court as exercising civil jurisdiction of Bhubaneswar only.

**Managing Director**

**OMFED**

### **CHECKLIST TO BE ENSURED BY THE BIDDER**

1. Audited profit & loss account statement for the financial year 2022-23, 2023-24, 2024-25 (Three years).
2. Turn over certificate for the financial year 2022-23, 2023-24, 2024-25 (Three years).
3. Copy of IT return for the financial year 2022-23, 2023-24, 2024-25 (Three years).
4. Copy of GST Registration Certificate.
5. PAN Number.
6. The agency should have 2 years work experience in supply, installation, testing, commissioning & trial run of Cold Store or Blast freezer room or refrigeration work.
7. Paper cost & EMD should be deposited thorough portal: <https://tendersodisha.gov.in>.
8. Average annual Sales turn over should not to be less than 15 Lacs during the financial year 2022-23, 2023-24, 2024-25 (Three years).
9. The bidder should enclose an undertaking with regards to non-black listing by any Govt. or Semi-Govt or PSU or Co-operative institutions.

**The Odisha State Cooperative Milk Producers' Federation Ltd.,**  
**D-2,Sahid Nagar,Bhubaneswar-751007.**  
**PhoneNo:0674-2544576,2546030,2546121,2540417,2540273.**  
**E-mail: [project@omfed.com](mailto:project@omfed.com) Website: [www.omfed.com](http://www.omfed.com)**

**DETAILS**

E-Tender for	Supply, installation, erection, testing and commissioning of 4000 ltr capacity dairy product walking cold storage at various dairies of Omfed.
Reference No.	Proj/283/Cold Store /Dairy Plant/26
Cost of Tender Form	Rs.6,000/- + 18% GST
Schedule-I	Instructions to bidders
Schedule-II	General conditions of contract
Schedule – III	Special conditions of contract
Schedule – IV	Technical specification
Schedule – V	Schedule of quantity
Schedule – VI	Bid Form
Contact Person	Mr. Mritunjay Kumar, Manager (Projects & DO), Mobile:8863009999
Earnest Money Deposit	<b>Rs.37, 76,000/- including GST.</b>
Date and time of Pre-bid Meeting	<b>Dt 13/03/2026 at 11:30AM.</b>
Last date and time for submission of tender document	<b>dt.23/03/2026 till 5:00PM.</b>
Date & Time for opening of Tender	<b>dt.24/03/2026 till 3:00PM.</b>
Address for communication	Managing Director Orissa State Cooperative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar-751007 (Odisha)

**Managing Director**

## CONTRACT DATA

### A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1.	Name of the Work	“Supply, installation, erection, testing and commissioning of 4000 ltr capacity dairy product walking cold storage at various dairies of Omfed”.
2.	Employee	<b>OMFED, Bhubaneswar</b>
3.	<u>Estimated Cost</u>	<b>Rs.37, 76,000/- including GST.</b>

### B. BID INFORMATION

1	Intended completion period / Time period assigned for Completion	<b>04 (Four) Calendar Months</b>
2	Last Date & time of submission of Bid	<b>23/03/26, 5:00PM.</b>
3	Cost of Bid Document	Rs6000/- + GST @ 18% =Rs.7080/-
4	Bid Security	<b>Rs.76,000/-</b>
5	Bid validity period	<b>120 days</b>
6	Bid Item Rate validity period	<b>365 days</b>
7	Currency of Contract	INR
8	Language of Contract	English

### C. CONTACT DETAILS

1	Address	<b>OMFED, D-2, Saheed Nagar, Bhubaneswar-751007</b>
2	Contact Person	Mr. Mritunjay Kumar(Proj/DO)
3	Contact No	8863009999

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## SECTION I

### INSTRUCTION TO BIDDERS -:

#### 1.0 GENERAL INFORMATION

#### 1.1 SCOPE OF WORK:-

Supply, installation, erection, testing and commissioning of 4000 ltr capacity dairy product walking cold storage at various dairies of OMFED as mention in the schedule of quantity.

The work consists of the following.

- Detailed engineering and design.
- Supply of insulated panels, door, refrigeration system and electrical panel, fittings etc.
- Installation and erection at site.
- Testing, commissioning, and performance demonstration.
- Submission of drawings and documentation.

#### 1.2 LOCATIONS AND AREA

<u>Name of Dairy</u>	<u>Address</u>	<u>Nearest Railway station</u>
• Balasore Dairy	At- Januganj, Po-Remuna, Dist: Balasore	Balasore
• Sambalpur Dairy	At-Gosala, Po-Kalamati, Dist: Sambalpur	Hirakud
• Rourkela Dairy	At-Luakera, Sundergarh Dist: Rourkela	
• Jeypore	At-Umari, Koraput, Dist: Jeypore.	

#### 1.3 Period of Completion

The period of completion of work, including supply testing, commissioning, trial run and handing over, shall be **04 (Four) months** from the date of acceptance of the order.

#### 1.4 IMPORTANT NOTE

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

## 2.0 Eligibility and Qualification requirements: -

### ELIGIBILITY CRITERIA:

#### DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:

1. The bidder should have minimum 2 years' experience( attach work order copy) in related field like supply, installation, testing, commissioning & trial run of Cold Store or Blast freezer room or refrigeration work.
2. The bidder should furnish Annual Sales Turnover and Profit & Loss statement of the last three financial years starting from 2022-2023, 2023-2024 & 2024-2025.
3. The bidder shall furnish a copy of the Income Tax return for the Assessment year 2022-2023, 2023-2024 & 2024-2025.
4. The average annual sales turnover of the bidder should not be less than Rs.15.00 lakhs for the last three financial years starting from 2022-2023, 2023-2024 & 2024-2025.
5. The bidder shall also provide their Permanent A/c No. Income Tax (PAN).
6. The bidder must submit copy of GST registration certificate.
7. The bidder must submit proof of all above documents otherwise tender will be rejected.
8. The bidder should enclose an undertaking with regards to non-black listing by any Govt. or Semi-Govt. or PSU or Cooperative institutions. (PI submit undertaking)
9. **Cost of tender paper & EMD shall be deposited through online portal at <https://tendersodisha.gov.in>.**

**[A] CHECKLIST-**

**To be submit duly signed &sealed(on bidder'sletterhead) with indication of Yes or No.**

1.	Has the Bid security (Tender cost) as per terms in tender notice been submitted?	<b>Yes/No</b>
2.	Has the Bid security (Earnest money) as per terms in tender notice been submitted?	<b>Yes/No</b>
3.	2 years' experience in related field like supply, installation, testing, commissioning & trial run of Cold Store or Blast freezer room or refrigeration work.	<b>Yes/No</b>
4.	Annual Sales Turnover and Profit & Loss statement of the last three financial years starting from 2022-2023, 2023-2024 & 2024-2025.	<b>Yes/No</b>
5.	Has the bidders attached Income Tax return of the three years?	<b>Yes/No</b>
6.	Permanent A/c No. Income Tax (PAN)?	<b>Yes/No</b>
7.	GST registration certificate?	
8.	Has the list of clients to whom similar items have been supplied with their full address?	<b>Yes/No</b>
9.	If yes,have you attached all the relevant desired documents?	<b>Yes/No</b>

## **DOCUMENTS TO BE SUBMITTED IN THE COMMERCIAL BID:**

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

### **3.0 Price basis:**

#### **3.1 For supply:**

The quoted prices for the equipment's/materials shall be on FOR destination basis, inclusive of all taxes, including service taxes, cess & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. The bidder shall, however, provide a break-up of the prices quoted. "C" forms shall be issued by OMFED, wherever applicable.

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

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

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

Prices quoted should be on FOR destination basis, inclusive of all taxes & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. The contractor shall be responsible for supply of all sundries like oil etc. as may be required for erection, testing, commissioning & performance trial run for 30 days, including oil and lubricants. However, electrical/ fuel charges during the 30 days period of performance trial run shall be borne by OMFED.

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

### **4.0 Cost of Bidding**

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

## **B. THE BIDDING DOCUMENTS**

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

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

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

- (c) Special Conditions of contract (for Erection works);
- (d) Special Conditions of contract (for Mechanical installation);
- (e) Special conditions of contract (for Electrical installation);
- (f) Technical Specifications and schedule of quantities;
- (g) Form of Agreement;
- (h) Bid Form;
- (i) 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.
- 5.3 If minor documents are missing or not uploaded by the bidders, they may be asked to submit the same through e-mail or courier, with the knowledge of the Purchase Committee members.
- 5.4 If the lowest bidder (L1) fails to execute the work or is unable to start, the EMD Amount will be forfeited and black list. OMFED may then consider the bid of L2 and/or L3, provided they agree to supply the steam at the L1 rate or the negotiated L1 rate.

## **6.0 Clarification of Bidding Documents**

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

## **7.0 CLARIFICATION OF BIDDING DOCUMENTS:**

A prospective bidder requiring any clarification of the bidding documents may notify the OMFED in writing or by telegram/ fax at the address of communication indicated in the tender notice. The OMFED will respond in writing or by telegram / fax to any request for the clarification which is required earlier than 10 days prior to the deadline for the submission of the bids. Written copies of the response of the OMFED (including a description of the enquiry without identifying its source) will be sent to all prospective bidders who purchased the bidding documents, and will be attached to the bidding documents sold subsequently.

## **7.0 AMENDMENT OF BIDDING DOCUMENTS**

- 7.1 At any time prior to the deadline for the 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 document by the issuance of amendment.
- 7.2 The amendment will be sent in writing or by telegram/ fax to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by telegram/ fax to the OMFED. The amendment will be attached to the bidding document sold subsequently.
- 7.3 In order to afford prospective bidders reasonable time in which to take an amendment into account in preparing their bids the OMFED may at its discretion extend the deadline for the submission of bids.

**8.0 PRE-BID MEETING: The pre-bid meeting shall be held on 11:30AM, 13/03/2026.**

## **9.0 PREPARATION OF BIDS**

### **9.1 DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder comprise of the following components.

- (a) The original bidding document purchased by the bidder shall be signed & stamped in each page as a token of having read & understood the contents therein.
- (b) The Bid form completed in accordance with clauses 10 & 11.
- (c) Documentary evidence established in accordance with clause 12 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (d) Bid security (Earnest Money Deposit) furnished in accordance with Clause 13.
- (e) Schedule of Quantities (BOQ), completed in accordance to clauses 10 & 11.
- (f) Schedule of Supplementary information, in separate sheets but as per format provided in Section –VIII of the bidding document (Vol-I) .all the schedules shall be completed & submitted with the bid, without any exception.

## **10.0 BID FORM**

- 10.1 The Bidder shall complete the Bid form (Section V) and appropriate Schedule of Quantities furnished as part of the Bidding Documents. The Bidder shall submit the bidding documents in original, as issued, after filling in all the appropriate spaces, as required & after signing in all pages of the document as a token of having read and understood the clauses of the bid.

## **11.0 BID PRICES**

- 11.1 unless stated otherwise in the bidding document, the Contract shall be for the whole works as described in the tender notice based on the Schedule of Unit rates and prices submitted by the bidder.
- 11.2 The bidder shall fill in the rates and prices for all items of works described in the Schedule of Quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid by OMFED when executed and shall be deemed to have been covered by the other rates in the Schedule of Quantities.
- 11.3 All duties taxes and other levies shall be payable by the bidder under the Contract or for any other cause, shall be included in the rates and the prices and total bid price submitted by the bidder.
- 11.4 **Fixed Price**
- a) Prices quoted by the bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, if the duration of the contract, as stated in clause 1.3, hereof, is less than or up to 12 months. A bid submitted with any price adjustment condition will be treated as non-responsive and rejected.

## **12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS**

### **12.1 For the purpose of this particular contract bidders shall meet the following criteria as minimum:**

1. Audited profit & loss account statement for the financial year 2022-23, 2023-24, 2024-25 (Three years).
2. Turn over certificate for the financial year 2022-23, 2023-24, 2024-25 (Three years).
3. Copy of IT return for the financial year 2022-23, 2023-24, 2024-25 (Three years).
4. Copy of GST Registration Certificate.
5. PAN Number.
6. The agency should have 2 years work experience in supply, installation, testing, commissioning & trial run of Cold Store or Blast freezer room or refrigeration work.
7. Paper cost & EMD should be deposited through portal: <https://tendersodisha.gov.in>.
8. Average annual Sales turn over should not be less than 15 Lacs during the financial year 2022-23, 2023-24, 2024-25 (Three years).

9. The bidder should enclose an undertaking with regards to non-black listing by any Govt. or Semi-Govt or PSU or Co-operative institutions.
- 12.2 Bid submitted by a joint venture of two or more firms, as partners shall comply with the following requirements:
- a. The bid and in case of a successful bid the form of agreement shall be signed so as to be legally binding on all the partners;
  - b. One of the partners shall be nominated, as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
  - c. The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in-charges;
  - d. All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of the successful bid); and
  - e. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.
  - f. Experience, resources, men and machinery of each party to the joint venture will be taken into account only to the extent of their participation for performing tasks under the joint venture agreement.

### **13.0 BID SECURITY (EARNEST MONEY DEPOSIT)**

- a. Pursuant to clause 10, the bidder shall furnish, as part of its bid, bid security for a value of 2% (one percent) of the bid value i.e **Rs. 76,000/- (Seventy Six Thousand only)** shall be deposited through online portal at <https://tendersodisha.gov.in>.
- b. The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- c. The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

### **14.0 PERIOD OF THE VALIDITY OF BIDS**

- 14.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the OMFED pursuant to clause 17. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.
- 14.2 In exceptional circumstance prior to the expiry of the original bid validity period the OMFED may solicit the bidders consent to a specified extension of the period of validity. The request and the response thereof shall be made in writing (or by cable/fax). The bid security provided under clause 13 shall also be suitably extended. A bidder may refuse the

request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid. The provisions of the clause 13 shall continue to apply during the extended period of bid validity.

#### **15.0 FORMATS AND SIGNING OF BID**

- 15.1 The bidder shall prepare and submit the original bidding document purchased him after having read & understood the contents of the documents.
- 15.2 Original bid shall be typed or written in indelible ink and all the pages of this bidding document shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorizations shall be indicated by written power of attorney accompanying the bid. All pages of the bid shall be signed by the person or persons signing the bid as a token of having read and understood the contents of the document.
- 15.3 The bid shall contain no alterations interlining, erasures or overwriting except those in accordance with instructions issued by OMFED or as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signed the bid.
- 15.4 The bidder shall quote the rate of each item both in figures and words besides the amount (in figures) based on the estimated quantities mentioned for each item.
- 15.5 Only one bid may be submitted by each bidder. no bidder shall participate in the bid of another for the same contract in any relation whatsoever.

#### **16.0 SUBMISSION OF BIDS**

The tender is invited on-line through 'e'-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. The bidders should have the necessary portal enrolment with his own Digital Signature Certificate.

#### **17.0 DEADLINE FOR SUBMISSION OF BIDS**

- 17.1 Bids must be received by the OMFED at the address specified under E-procurement notice shall not later than the time and date specified for receipt of the bids as indicated in the tender notice or as extended by OMFED, pursuant to Para 17.2, below.
- 17.2 The OMFED may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Para 7, above in which case all rights and obligations of the OMFED and bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.

#### **18.0 LATE BIDS**

- 18.1 Any bid received by the OMFED after the deadline for submission of bids prescribed by the OMFED, pursuant to Para 17 will be rejected and/or returned unopened to the bidder.

## **BID OPENING AND EVALUATION**

### **19.0 OPENING OF BIDS BY OMFED**

- 19.1 The OMFED will open bids including submissions, in the presence of bidders' representatives who choose to attend, at the office of the Orissa State cooperative milk producers, federation limited, Bhubaneswar, Orissa. The bidders' representatives who are present shall sign the tender opening document evidencing their attendance.
- 19.2 The bidders' names, bid prices and the presence or absence of the requisite bid security and such other details as the OMFED, at its discretion, may consider appropriate will be announced at the opening.
- 19.3 The OMFED will examine the qualification bids to determine the substantial responsiveness of bidder, will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 19.4 The OMFED shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 19.2.

### **20.0 CLARIFICATION OF BIDS**

- 20.1 To assist in the examination, evaluation and comparison of bids the OMFED may, at its discretion, ask the bidders individually for a clarification of its bid including break down or analysis of the unit rates. The request for clarification and the response shall be in writing.

### **21.0 PRELIMINARY EXAMINATIONS**

- 21.1 The OMFED will examine the bids to determine whether they are complete, whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be accordingly corrected. If there is a Discrepancy between rates and amounts in words and figures, the value in words will prevail. The amount stated in the form of bid will be adjusted by OMFED in accordance with the started procedures, and with the concurrence of the bidder, shall be considered as binding on the bidder. If the bidder does not accept the correction of the errors, its bid will be rejected and the bid security will be forfeited.

- 21.3 Prior to the detailed evaluation, pursuant to Para 22, the OMFED will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations or reservations. A material deviation is one which affects in any substantial way the scope, quality or performance of the works or which limits in any substantial way, inconsistent with the bidding document, the OMFED's rights or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 21.4 The OMFED at its discretion may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

## **22.0 EVALUATION AND COMPARISON OF BIDS**

- 22.1 The OMFED will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 21.3.
- 22.2 The OMFED's evaluation of the bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 22.3 In evaluating bids, the OMFED will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to Clause 21.2.
- 22.4 The OMFED reserve the right to accept or reject any variation, deviation or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the bidding documents or otherwise result in the accrual of unsolicited benefits to the OMFED shall not be taken into account in bid evaluation.
- 22.5 If the bid of the successful bidder is seriously unbalanced in relation to the OMFED's estimate of the real cost of the whole or any part of the work to be performed under the Contract, the OMFED may require that amount of the

Performance security deposit set forth in the clause 29 be increased at the expense of the successful bidder to a level sufficient to protect the OMFED against financial loss in the event of subsequent default of the successful bidder under the Contract.

## **23.0 CONTACTING THE OMFED**

- 23.1 After the public opening of bids, information relating to the examination, clarification, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.
- 23.2 Any effort by a bidder to influence the OMFED in the process of bid examination, clarification, evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

## **AWARD OF CONTRACT**

### **24.0 POST-QUALIFICATION**

- 24.1 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to para 14, as well as such other information as the OMFED deems necessary and appropriate including details of experience and records of past performance.
- 24.2 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event; the OMFED will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

### **25.0 AWARD CRITERIA**

- 25.1 Pursuant to Para 26, the OMFED will consider award of contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

### **26.0 OMFED'S RIGHT TO ACCEPT ANY BID OR REJECT ANY OR ALL BIDS**

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

### **27.0 NOTIFICATION OF AWARD**

- 27.1 Prior to expiry of the period of bid validity, the OMFED will notify the successful bidder in writing by registered letter or by cable or fax, confirmed in writing by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract referred as 'Letter of Acceptance') shall name the sum, which OMFED shall pay to the contractor in consideration to the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract referred as the "Contract price").
- 27.2 The notification of award will constitute the formation of the contract.
- 27.3 Upon the successful bidder's furnishing of performance security pursuant to Para 29, the OMFED will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to Para 13.

## **28.0 SIGNING OF THE AGREEMENT**

28.1 Within 7 days of receipt of the notification of award ,the successful bidder shall prepare and execute the agreement ,strictly in accordance to the sample form provided in the bidding document.

## **29.0 PERFORMANCE SECURITY**

29.1 Within 7 days of the receipt of notification of award from the OMFED, the successful bidder shall furnish the performance security for an amount of 10% of the Contract price in accordance with Clause-10 of the Conditions of Contract.

29.2 Failure of the successful bidder to comply with the requirement of Para 28 or Para 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OMFED may make the award to the next lowest evaluated bidder or call for new bids.

29.3 The performance security may be released during release of running bill on submission of valid Bank guarantee and conformation of Bank.

## **30.0 Additional Security Deposit**

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional performance security (APS) in shape of Demand Draft , Term Deposit Receipt pledged in favour of OMFED, payable at Bhubaneswar / Bank Guarantee in favour of the OMFED, Bhubaneswar Payable at Bhubaneswar from any Nationalized / Scheduled Bank in India Counter guaranteed by its local branch at Bhubaneswar within seven days of Issue of Letter of Acceptance (LOA) by the Divisional Head (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder. If the contractor fails to completed the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.

The entire additional security deposit shall be refunded as per OPWD code rule. No interest shall be paid by OMFED on the additional security furnished by the bidder.

## **31.0 Statutory approvals:**

The contractor shall arrange, at his own cost, for inspection of the works and approval of cable layout & schematic drawings from the concerned electrical inspector with necessary test certificates & completion certificates. Any modification suggested by the electrical inspector shall be carried out by contractor without any extra cost. Statutory fees if any shall be reimbursed by Omfed. The approved drawings shall be submitted by the contractor to Omfed, before final payment is released

### **32.0 Drawing: their Purpose and the custody**

**32.1** The contractor drawings read together with the contract specifications are intended to show and explain the manner of executing the work and to indicate the type and the class of materials to be used.

**32.2** In case any feature of the work is not set forth in the drawings and specifications, the contractor shall forthwith apply to the engineer for further instructions, drawings or specifications.

**32.3** The drawings shall remain in the sole custody of the engineer, but two copies shall be issued to the contractor free of charge. One copy of the drawings, furnished to the contractor as afore aid, shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the engineer or the engineer's representative and by any other person authorized by the engineer in writing. At the completion of the authorized by the contractor shall return to the engineer all drawings issued under the contract.

**32.4** The contractor shall give written notice to the engineer whenever planning or progress of the works is likely to be delayed unless any further drawing or instruction is issued by the include the detail of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

**32.5** The contractor shall submit the following information, in triplicate, to the engineer for approval within the time stipulated against each item below:

a) General layout plan of construction plant and equipment for the execution of work within fourteen days from the date of notice to proceed with the works; and

b) Drawings or prints show the location of major plants and other facilities which he proposes to put up at the site, including any change in the general layout, at least fourteen days prior to the commencement of the respective work.

**32.6** The engineer may also authorizes representative to perform his duties and functions. The contractor shall carryout and be bound by the same. The engineer shall have full powers and authority to supply to the works, such further drawings and instructions as shall be necessary for the proper execution of the project.

## SECTION -II

### GENERAL CONDITIONS OF CONTRACT

#### **1. Definitions**

1.1 In this contract, the following terms shall be interpreted as indicated.

- (a) "The contract" means the agreement entered into between the OMFED and the contractor, as recorded in the contract form signed by the parties, including the notification of award, all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The contract price" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The goods" means all of the equipment, machinery, and/or other materials which the contractor is required to supply to the OMFED under the contract;
- (d) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, testing, commissioning, performance trial run for 30 days, provision of technical assistance, training and other such obligations of the contractor covered under the contract;
- (e) "The OMFED" means the organization purchasing the goods and services under the contract i.e. ORISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.
- (f) "The contractor" means the individual(s) or firm(s) supplying the goods under this contract i.e., with which an agreement has been signed by the OMFED for supply of goods & services required elsewhere in this document.

#### **2. APPLICATION**

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

#### **3. STANDARDS**

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

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

#### **4. Use of Contract and Information**

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

#### **5. PATENT RIGHTS**

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

#### **6.0 PERFORMANCE SECURITY**

- 6.1 Within 15 days of the contractor's receipt of notification of award of the contract, the contractor shall furnish **performance security to the OMFED in the amount of 10% of the contract value, in accordance to clause 31 of the instruction to bidders.**
- 6.2 The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 6.3 The performance security shall be denominated in Indian rupees and shall be in the following form:
- a) A Bank guarantee, issued by a Nationalized Bank in India, and in the form provided in the bidding documents.
  - b) Demand draft in favor of "Orissa State Co-operative Milk Producers' Federation Limited" payable at Bhubaneswar.
- Such Bank guarantee shall be valid up to three months after the expiry of the warranty / guarantee period.
- 6.4 The performance security will be discharged by the OMFED and returned to the contractor not later than 90 days following the date of completion of the contractor's performance obligations, including any warranty / guarantee obligations, under the contract.
- 6.5 No interest shall be paid on the performance security deposit by the OMFED.

## **7. Inspection and Tests**

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

## **8. Packing and Marking**

- 8.1 The contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit & destination.
- 8.2 The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, required by law, and, subject to clause 18, in any subsequent instructions ordered by the OMFED.

8.3 Each package shall be marked to indicate:

- a) Name of the contractor
- b) Details of items in the package
- c) Name of the consignee
- d) Order number
- e) Gross/net and tare weights of the item
- f) Destination

**9. Delivery and documents**

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

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

Original and three copies of:

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

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

**10. Insurance:**

**10.1 For supply of equipments/ Materials:**

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

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

## **10.2 During storage at site:**

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

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

## **11. Transportation**

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

## **12. Incidental services**

12.1 The contractor is required to provide the following services:

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

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

## **13. Spare parts**

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

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

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

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

**14. Warranty / guarantee**

14.1 The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that the goods supplied under this contract shall have no defect arising from design, material of workmanship or from any act or omission of the contractor that may develop under normal use of the supplied goods in the conditions. The contractor also guarantees that the goods supplied shall perform satisfactorily as per the designed/rated/ installed capacity as provided for in the contract.

14.2 This warranty / guarantee shall remain valid for 12 months after the goods, or any portion thereof as the case may be, have been delivered, commissioned & handed over to the OMFED after the performance of 30 days trial run period.

14.3 The OMFED shall promptly notify the contractor in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the OMFED.

14.5 If the contractor, having been notified, fails to remedy the defects(s) within a period of 30 days, the OMFED may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the OMFED may have against the contractor under the contract.

14.6 This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the OMFED or his authorized representatives.

**15. Terms of payment: -**

**15.1 30% payment after supply of the material at site.**

**70% payment after installation, commissioning, trial run & handing over of the Cold Store & blast freezer at site.**

Bidder has to deposit Performance Security Deposit @10% of work order value in the form of BG/DD which shall be released after 1 year from the date of handing over subjected to successful operation.

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

Penalty @ 0.5% of order value shall be imposed per week in case of delayed delivery or installation or commissioning beyond the stipulated time frame. The aggregate maximum of the penalty for delay payable to the OMFED shall be subjected to a maximum of 10% of the total value or work.

**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.

15.3 The contractor's request(s) for payment shall be made to the OMFED in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, and by shipping documents, submitted pursuant to clause 10, and upon fulfillment of other obligations stipulated in the contract.

**16. Fixed prices**

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

**17. Change orders**

17.1 The OMFED may, at any time, by a written order given to the contractor, pursuant to clause 31, make changes within the general scope of the contract in any one or more of the following:

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

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

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

**18. Contract Amendment**

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

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

**20. Subcontracts**

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

**21.0 Delays in the contractor's performance**

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

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

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

**22.0 Time for completion**

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

**23.0 Extension of Time of Completion**

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works. OMFED shall determine the amount of such extension and shall notify the contractor accordingly. Provided that the OMFED is not bound to take in account any extra or additional works or other special circumstances unless the contractor has within thirty days after such work has been commenced, or such circumstances have

arisen, or as soon thereafter as is practicable, submitted to the engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

**24.0 Penalty for Delay**

- 24.1 If the contractor shall fail to achieve completion of the works within the specified time, then the contractor shall pay to the OMFED the sum at the rate of 0.5 % (half percent) of the total value of work done under the contract, as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work. The OMFED may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the contractor. The payment or deduction of such penalty shall not relieve the contractor from obligations to complete the works, or from any other of his obligations and liabilities under the contract.
- 24.2 The aggregate maximum of the penalty for delay payable to the OMFED under this clause shall be subject to a maximum of 10 % of the total value of work.
- 24.3 The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.
- 24.4 Any incremental taxes and levies due to the delay in the performance of the contract by the contractor shall be to the contractor's account.

**25. Termination for default**

- 25.1 The OMFED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part,
  - (a) If the contractor fails to deliveryan or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the OMFED pursuant to clause 17, 21, &22;
  - Or
  - (a) If the contractor fails to perform any other obligation(s) under the contract.
- 25.2 In the event the OMFED terminates the contract in whole or in part, pursuant to Para. 25.1, the OMFED may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to the OMFED for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.
- 25.3 Consequent to such termination of contract, the OMFED shall recover the advance paid, if any, to the contractor along with interest @ 18 % per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the contractor.

**26. Force Majeure**

- 26.1 Not withstanding the provisions of clauses hereof, the contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to

the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

26.2 For purposes of this clause, "force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the OMFED either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

26.3 If a force majeure situation arises, the contractor shall notify the OMFED in writing of such condition and the cause thereof, within 7 days. Unless otherwise directed by the OMFED in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **27.0 Termination for Insolvency**

The OMFED may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if:

- (a) The contractor becomes bankrupt or otherwise insolvent,
  - (b) The contractor being a company is wound up voluntarily by the order of a court receiver, liquidator or manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a manager,
- Provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the OMFED.

#### **28.0 Termination for Convenience**

28.1 The OMFED, may by written notice sent to the contractor, terminate the contractor, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is of the OMFED'S convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

28.2 The goods that are complete and ready for shipment within 30 days after the contractor's receipt of notice of termination shall be purchased by the OMFED at the contract terms and prices. For the remaining goods, the OMFED may elect:

- (a) To have any portion completed and delivered at the contract terms and prices; and /or
- (b) To cancel the remainder and pay to the contractor an agreed amount for partially completed goods and for material and parts previously procured by the contractor.

#### **29.0 Settlements of Disputes**

29.1 If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the engineer on any matter in

connection with or arising out of the contract or the carrying out of the work to be unacceptable, he shall promptly ask the engineer in written instructions or decision. There upon the engineer shall give his written instructions or decision within a period of fifteen days of such request.

29.2 Upon the receipt of the written instructions or decisions the contractor shall promptly proceed without delay to comply with such instructions or decisions.

29.3 If the engineer fails to give his instructions or decisions in writing within a period of fifteen days after being requested, or if the contractor is dissatisfied with the instructions and decisions, he shall appeal to the OMFED, which shall afford an opportunity to the contractor to be heard and to offer an evidence in support of his appeal. The OMFED shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal.

29.4 If the contractor is dissatisfied with this decision, the contractor within a period of thirty days from the receipt of the decisions shall indicate his intension to refer the dispute to arbitration, failing which the said decision shall be final and conclusive.

### **30.0 Arbitration**

All disputes or differences in respect of which the decision is not final and conclusive shall, on the initiative of either party, be referred for adjudication as per the Arbitration And Conciliation Act 1996

### **31.0 Applicable law**

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

### **32. Notices**

32.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram/ fax/ cable and confirmed in writing to the address specified for that purpose in the special conditions of contract.

32.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

### **33. 0 Taxes and Duties**

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

### **20.0 Right of use defective equipment/materials**

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

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

**35.0 Jurisdiction**

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

## SECTION-III

### SPECIAL CONDITIONS OF CONTRACT

#### ERECTION & COMMISSIONING OF EQUIPMENT

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

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

##### **2.0 Programme of installation and commissioning.**

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

##### **3.0 Preparations of drawings for approval**

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

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

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

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

Within four weeks from the date of receipt of the order, contractor shall furnish all necessary drawings, in three sets, (as briefly described below) for approval, identifying

each drawing by a serial number and descriptive title. The list given below may be revised and extended if necessary, during the progress of work depending on the nature of the contract also.

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

**Brief list of drawings:**

- i) Equipment drawings for fabricated items.
- ii) Service piping layout in production and service blocks.
- iii) Electrical cable, conduit/cable tray layout.
- iv) Other miscellaneous drawings as required for erection work.

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

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

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

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

**All dimensions on drawings shall be in Metric Units.**

Drawings (**three sets**) submitted by the contractor for approval will be checked, reviewed by the OMFED, and comments, if any, on the same will be conveyed to the contractor. It is the responsibility of the same contractor to incorporate correctly all the comments conveyed by the OMFED on the contractor's drawing. The drawings which are approved with comments are to be resubmitted to the OMFED for purpose of records. **Such drawing will not be checked / reviewed by the OMFED to verify whether all the comments have been incorporated by the contractor.** If the contractor is unable to incorporate any

comments in the revised drawings, contractor shall clearly state in his forwarding letter such non-compliance along with the valid reasons.

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

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

#### **4.0 Operation and maintenance manual:**

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

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

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

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

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

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

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

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

None of the contractor's supervisors, engineers, or labourers may be withdrawn from the work without notice to the OMFED and further nosuch withdrawals shall be made if in the opinion of the OMFED, it will adversely affect the required pace of progress and / or the successful completion of the work.

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

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

## **6.0 OMFED'S Instructions**

The OMFED may in his absolute discretion, issue from time to time drawings and/or instructions, directions and clarifications which are collectively referred to as OMFED's instructions in regard to:

Any additional drawing and clarifications to exhibit or illustrate details.

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

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

Removal from the site of any material brought there by the Contractor, which are unacceptable to the OMFED and the substitution of any other material thereof. Removal

and/or re-execution of any work erected by the Contractor, which are unacceptable to the OMFED.

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

Opening up for inspection of any work covered up.

Amending and making good of any defects.

## **7.0 Rights of the OMFED**

### **7.1 Rights to direct works:**

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

Whenever in the opinion of the OMFED, the Contractor has made marked departures from the schedule of completion or when circumstances or requirement force such a departure from the said schedule, the OMFED, in order to ensure compliance with the schedule, shall direct the order, pace and method of conducting the work, which shall be adhered to by the Contractor.

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

### **7.2 Right to order modifications of methods and equipment**

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

Contractor makes any changes as a result of any order or orders received from the OMFED.

### **7.3 Right to inspect the work**

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

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

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

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

### **8.0 Contractor's functions**

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

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

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

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

### **8.1 Third Party Insurance**

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

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

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

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

### **8.2 Compensation for accidents or injury**

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

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

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

Whenever proper execution of the work under the contract depends on the jobs carried out by some other Contractor, in such cases the Contractor should inspect all such erection and installation jobs and report to the OMFED regarding any defects or discrepancies. The

Contractor's failure to do so shall constitute as acceptance of the other Contractor's installation/jobs as fit and proper for reception of Contractor's works.

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

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

#### **8.4 VARIATIONS**

- 8.4.1 The OMFED shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:
- (a) Increase or decrease the quantity of any work included in the contract.
  - (b) Omit any such work.
  - (c) Change the character or quality or kind of any such work.
  - (d) Change the levels, lines, position and dimensions of any part of the works, and
  - (e) Execute additional work of any kind necessary for the completion of the works.

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

- 8.4.2 No such variations shall be made by the Contractor without an order in writing of the OMFED. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the Contract / Bill of Quantities. Provided also that if for any reason the OMFED shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the OMFED, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall within seven days confirm in writing to the OMFED and such confirmation shall not be contradicted in writing by the OMFED within 14 days, it shall be deemed to be an order in writing by the OMFED.
- 8.4.3 All extra or additional work done or work omitted by order of the OMFED shall be valued at the rates and prices set out in the contract if in the opinion of the OMFED, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the OMFED shall fix such rates or prices as shall, in his opinion, be reasonable and proper.
- 8.4.4 Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the OMFED, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition, rendered unreasonable or inapplicable, then a suitable

rate or price shall be agreed upon between the OMFED and the Contractor. In the event of disagreement of the OMFED shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under sub-clause 8.4.1 of this clause or variation of rate or price under sub-clause 8.4.2 of this clause shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:

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

Or

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

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

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

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

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

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

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

The Contractor shall keep a check on deliveries of all such equipment covered in the scope of erection, testing and commissioning work and shall advise the OMFED well in advance

regarding possible hold-up in Contractor's work due to the likely delay in delivery of such equipment/components to enable him to take remedial actions.

**8.6 Preparation off oundation surface setc.for Erectionofequipments:**

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

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

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

**10.0 Protection of plant**

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

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

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

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

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

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

The Contractor shall take full responsibility for the care of the works or any section or portions thereof until the date stated in the taking over certificate issued in respect thereof and in case any damage or loss shall happen to any portion of the works not taken over as aforesaid, from any cause whatsoever, the same shall be made good by and at the sole cost of the Contractor and to the satisfaction of the OMFED. The Contractor shall also be liable for any loss of or damage to the works occasioned by the Contractor or his sub-Contractor in the course of any operations carried out by the Contractor or his sub-Contractors for the purpose of completing any outstanding work or complying with the Contractor's obligations.

**11. Unloading, transportation and inspection**

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

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

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

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

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

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

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

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

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

## **12.0 Storage of equipment.**

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

The Contractor's inspector shall check stored and installed equipment/materials to observe signs of corrosion, damage to protective coating to parts, open ends in pipes, vessels and equipment, insulation resistance of electrical equipment etc. The Contractor shall immediately arrange a coat of protective painting whenever required. A record of all observations made on equipment, defects noticed shall be promptly communicated to the OMFED and OMFED's advice taken regarding the repairs/rectifications. The Contractor shall there upon carry out such repairs/rectifications at his own cost. In case the Contractor is not competent to carry out such repairs/rectifications, the OMFED reserves the right to get this done by other competent agencies at the Contractor's responsibility and risk and the entire cost for the same shall be recovered from the Contractor's bills.

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

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

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

Adequate security measures shall be taken by the Contractor to prevent theft and loss of materials under the Contractors custody. The Contractor shall carry out periodical

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

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

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

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

### **13.0 Approvals**

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

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

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

Whenever necessary or required, the contractor shall furnish the necessary test and/or inspection certificates etc, from the appropriate authorities as per IBR, IER and other statutory regulations and the cost of obtaining these certificates shall be included in the contract price.

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

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

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

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

## SEC-III(A)

### SPECIAL CONDITIONS OF CONTACT

#### FOR ELECTRICAL INSTALLATION

#### **1.0** SCOPE

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

#### **2.0** STANDARDS

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

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

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

#### **3.0** EQUIPMENT AND ACCESSORIES –SPECIFICATIONS

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

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

All similar materials and removable parts shall be uniform and interchangeable with one another.

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

### 3.1 **Power Cables (HT)**

Three core, aluminum conductor, screened, XLPE insulated, armored shielded and PVC sheathed cables suitable for 11/12.7/22/33 KV, earthed system, conforming to IS 7098 (Part II) amended up to date.

### 3.2 **Power Cables (LT)**

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

The size of these cables shall be as specified in schedule of quantities or as per erection drawings. If neither of these drawings are available, the size of cable shall be as specified in cable selection chart enclosed at Annexure – VI. NO CABLE OF SIZE LESS THAN 4 SQ.MM. SHALL BE USED.

### 3.3 **Control Cables**

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

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

### 3.4 **Cable Trays**

These shall be channel type, fabricated from slotted MS. Sheets (14 gauge minimum), hot dip galvanized, complete with all accessories such as bends, tees and reducers. Only aluminum flat clamps with GI / chrome plated bolts-nuts/screws to be used for clamping cables. Sizes of these trays shall be as specified in schedule of quantities or approved by Engineer-in-Charge.

### 3.5 **Cable Glands**

Cable glands shall be of heavy-duty compression type of brass, chrome plated. These shall have a screwed nipple with conduit electrical thread and check nut. These shall be suitable for armored/unarmored cables, which is being used.

### 3.6 **Cable connectors**

Cable connectors, lugs/sockets, shall be of copper/aluminum alloy, suitably tinned, solder less, crimping type. These shall be suitable for the cable being connected and type of function (such as power, control or connection to instruments, etc.)

### 3.7 **Cable Route Markers**

These shall be galvanised Cast Iron plate with marking (LT/HT) diameter 150 mm with 600 mm long 25x25 mm MS. Angle riveted/bolted with this plate.

**3.8 Cable Indicators**

These shall be self-sticking type and of 2 mm thick lead strap for overall cable. PVC identification numbers, ferrule shall be used for each wire.

**3.9 G.I. Pipes for Cables**

For laying of cables under floor, G.I. class 'A class' pipes shall be used. MS. Conduits are not acceptable for this purpose. All accessories of pipes shall be threaded type. Size of pipe shall depend upon the overall outer diameter of cable to be drawn through pipe. NO G.I. PIPE LESS THAN 40 MM DIA SHALL BE USED FOR THIS PURPOSE. To determine the size of pipe, assume that 40% area of pipe shall be free after drawing of cable.

**3.9.1 Motor Isolators**

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

**3.11 Motor Junction Box.**

These shall be in Aluminum cast housing, completely dust, vermin and weather proof, suitable for 25 A. 415 Volts, 50 Hz, with heavy duty bakelite connector, complete with cable/conduit gland. Refer detailed drawing. Sample to be got approved before use.

**3.12 Remote Push Button stations (For Dairies)**

These shall be floor / wall-mounted type as specified in schedule of quantities. These shall be fabricated from 1.6 mm thick stainless steel sheets (S.S: 304). In case of floor-mounted stations, these shall be supported on 51 mm 'A' class MS, pipe clad with S.S. pipe. Front cover shall be removable type with suitable rubber gaskets to make them dust, vermin and moisture proof. All outer S.S. surfaces shall be polished to 150 grit finishes.

Each push button station shall be provided with one lockable (key operated) push button to control supply to station. Each feeder of station shall be provided with name plate (white bakelite), indication lamp, one "ON" (Green) push button and one "Off" (Red) push button with latch to prevent accidental starting when required, Green and Red push button shall have contact elements having 1 NO + 1 NO. Number of feeders shall be specified in schedule of quantities. The indication lamp can be combined with 'ON' push button.

**4.0 ERECTION OF EQUIPMENT**

The cases containing the equipment (being supplied by the OMFED) shall be handed over to the Contractor. The Contractor shall make his own arrangements for safe transportation of all the items to the erection site and also carry out complete loading unloading during

transportation. Equipment shall not be removed from packing cases unless the floor has been made ready for installing them. The cases shall be opened in presence of the Engineer-in-charge or his authorized representative. These empty packing cases shall be returned to the stores and any document if found with the equipment shall be handed over to the Engineer-In-Charge. Any damage or shortage noticed shall be reported to the Engineer-In-Charge in writing immediately after opening of packing cases.

#### **4.1 Power control centers, distribution boards, control panels & bus ducts**

##### **4.1.1. Erection**

Electrical panels and bus duct shall be delivered in convenient shipping section by the manufacturers. The Contractor shall be responsible for final assembly and inter-connection of bus bars / wiring. Foundation channel shall be grounded in the flooring by the contractor. Switchgear shall be aligned and leveled on their base channels and bolted or tack welded to them as per the instructions of the Engineer-In-Charge. The earth bus shall be made continuous throughout the length. Loosely supplied relays and instruments shall be mounted and connected on the switchgear. The contacts or the draw-out circuit breakers shall be checked for proper alignment and inter-changeability.

After erection the switchboard shall be inspected for dust and verminproofness. Any hole, which might allow dust or vermin etc, to enter the panel, shall be plugged suitably without any extra cost.

If the instrument transformers are supplied separately they shall be erected as per the direction of the Engineer-In-Charge. The Contractor shall fix the cable glands after drilling the bottom top plates of all switchboards with suitable holes without any extra cost.

Range of overload relays/timers etc, shall be checked with requirement of motor actually to be connected at site and if the same is under-sized/over-sized, it shall be brought to the notice of Engineer-in-charge, who shall arrange procurement of correct rated components. However, the Contractor shall not charge anything extra for labour for such replacements.

The bus duct shall be suitably supported between switchgear and transformer. The opening in the wall where the duct enters the switchgear room shall be sealed to avoid rainwater entry. The foundation of the switchgear shall be raised suitably for minor adjustment to ensure proper alignment and connection of the bus duct at no extra cost. Expansion joints, flexible connection, etc. supplied by the manufacturer of the bus duct shall be properly connected.

##### **4.1.2 Testing**

Before electrical panel is energised, the insulation resistance of each bus shall be measured from phase to ground. Measurement shall be repeated with circuit breakers in operating positions and contact open.

Before switchgear is energized, the insulation resistance of all DC control circuits shall be measured from line to ground.

The following tests shall be performed on all circuit breakers during erection:

- i. Contact alignment and wipe shall be checked and adjusted where necessary in accordance with the breakers manufacturer's instructions.
- ii. Each circuit breaker shall be drawn out of its cubicle, closed manually and its insulation resistance measured from phase to phase and phase to ground.
- iii) All adjustable direct acting trip devices shall be set using values given by the Engineer-In-Charge / manufacturer.
- iv) The dielectric strength of insulating oil wherever applicable shall be checked.

**Before switchgear is energized the following tests shall be performed on each circuit breaker in its test position.**

- i. Close and trip the circuit breaker from its local control switch, push button or operating handle. Switchgear control bus may be energised to permit test operation of circuit breaker with AC closing with prior permission of the Engineer-In-Charge.
- ii. Test tripping of the electrically operated circuit breaker by operating mechanical trip device.
- iii. Test operation of circuit breakers latch, check carriage limit switch if provided.
- iv. Test proper operation of lock out device in the closing circuit, wherever provided by simulating conditions which would causes a lockout to occur.
- v. Trip breaker either manually or by applying current or voltage to each of its associated protective relays.

Before switchgear is energized, the test covered above shall be repeated with each breaker in its normal operating position:

Capacitor banks in capacitor control panel shall be tested as per manufacturer's instructions. In addition test for output and / or capacitance, insulation resistance test and test for efficiency of discharge device shall be carried out.

All electrical equipment alarms shall be tested for proper operation by causing alarms to sound under simulated abnormal conditions.

The Contractor shall arrange testing and calibrations of relays. The testing equipment including primary and secondary injection sets (if required) etc. shall also have to be arranged by the Contractor, payment for above work shall be deemed to have been included in the erection of switch boards/control panels.

#### **4.1.3 Proforma for PCC, DB, Motor control centers test**

1. Circuit (breaker or Contractor module designation/bus no.)
  
2. Insulation Resistance Test (Contacts open, breaker racked in position).
  - a) Between each phase of bus : Mega Ohm
  - b) Between each phase and earth :Mega Ohm
  - c) DC and AC control and auxiliary Circuits : Mega Ohm
  - d) Between each phase of CT/PT and between CT and PT circuit if any: : Mega Ohm
  
3. **CT checks:**
  - a) CT ratio
  - b) CT secondary resistance
  - c) CT polarity check
  
4. Check for contact alignment and wipe
  
5. Check / test all releases / relays
  
6. Check mechanical interlocks
  
7. Check electrical interlocks
  
8. Check switchgear /control panel wiring
  
9. Checking o breaker/ Supplier circuits for
  - a) Closing-local and remote wherever applicable
  - b) Tripping-local and remote wherever applicable
  
10. Opening time of Breaker/contactors
  
11. Closing time of Breaker/contactors

(This Proforma shall be jointly signed by the Engineer-in-Charge and the Contractor)

#### **4.2 Battery and battery charger**

Batteries shall be erected on wooden stands and insulators supplied by the manufacturer of the batteries. Electrolyte shall be filled as per the manufacturer's instructions. Interconnections shall be made with leads supplied by the manufacturer. Filling of electrolyte (supplied by the manufacturer), charging, discharging, recharging shall be carried out under the supervision of the Engineer-in-Charge or his authorized representative. Lamp bank (loads) for discharging shall be provided by the Contractor under this contract. Erection of battery charger and DC board will be carried out by the Contractor under the supervision of the Engineer-In-Charge or his authorized representative. The Contractor shall also offer such facilities as may be required for carrying out the tests on the complete battery charger and DC board / AC board.

Battery charger shall be tested for proper operation and to verify the charger delivers its maximum rated output. The contractor shall supply skilled/unskilled labor for carrying out the test by the engineer-in-charge. Batteries shall be given a boost charge in accordance with the manufacturer's instructions and adjusted for float operation before being placed regular service.

#### **4.3 Motors**

##### **4.3.1 Erection and testing**

Erection and coupling of motors with machines will be done under the mechanical erection. However, earthing, cable termination, testing and commissioning are covered under this section, before starting the alignment and coupling of motors with machines the insulation resistance of the motors will be measured and recorded by the Contractor. The direction of the rotation of the motor shall also be checked before the driven equipment is finally coupled. Motor bearings are to be checked and rectified including supply and changing of grease, checking of fans coupling with bodies etc. The Contractor shall take adequate precaution and care while executing the work. For all damage due to negligence etc. the Contractor shall be responsible to replace / repair at his own cost.

Before connecting power cables to motors the insulation resistance of all motor windings shall be measured. Measurement shall be repeated after power cable terminations are completed and before first charging.

Motor shall be operationally tested together with the starting gear and auxiliary apparatus such as push button stations, the contractors, level and pressure controls, signal and alarm apparatus, power and control circuits etc.

Check the anti-condensation heater and its circuit (if installed).

Check the setting of the thermal overload protection/single phase prevention. Testing of these devices is to be done wherever required as per the instructions of the Engineer-In-Charge.

All motors shall run uncoupled for a maximum period off 4 hours before the driven equipment is placed in regular service.

**4.3.2 Performa for motor testing**

1. Name plate details: Voltage\_\_\_\_\_ HP\_\_\_\_\_ KW\_\_\_\_\_

Mounting\_\_\_\_\_Current\_\_\_\_RPM\_\_\_\_\_

Frame size\_\_\_\_\_Make\_\_\_\_\_S no.\_\_\_\_\_

Others\_\_\_\_\_

**2. Insulation Test (Before cable connection)**

a) Between phase and earth\_\_\_\_\_ Mega ohms

b) Between each phase \_\_\_\_\_ Mega ohms

**3. Insulation Test (After cable connection)**

a) Between phase and earth\_\_\_\_\_ Mega ohms

b) Between each phase \_\_\_\_\_ Mega ohms

4. No load current : R phase Amps

Y phase Amps

B phase Amps

5. Full load current : R phase Amps

Y phase Amps

B phase Amps

**6. Temperature rise after 4 hours run:**

On no load O °c.

On full load O °c.

Ambient temperature during test O °c.

**7. Operation of thermal overload relay:**

i) At normal FL current of motor

ii) At twice FL current of motor trip in seconds.

(The Engineer-In-Charge and the Contractor shall jointly sign this Performa.)

#### 4.4 **Installation of cable network**

Cable network shall include, power, control, lighting cables which shall be laid in underground trenches, Hume pipes, open trenches, cable trays GI pipes, or on building structure surfaces as detailed in the relevant drawings. Cable schedules or as per the Engineer-In-Charge's instructions, supply and installation of cable trays, GI pipes, conduits cable glands sockets at both ends, isolators, junction boxes, remote push buttons stations, etc. shall be under the scope of the Contractor.

##### 4.4.1 **General requirements for handling of cables**

- 4.4.1.1 Before laying cables, these shall be tested for physical damage, continuity absence of cross phasing, insulation resistance to earth and between conductors. Insulation resistance tests shall be carried out with 500 / 1000 volt Megger.
- 4.4.1.2. The cables shall be supplied at site, wound on wooden drum as far as possible. For smaller length and sizes, cables in properly coiled form can be accepted. The cable shall laid by mounting the drum of the cable on drum carriage. Where the carriage is not available, the drum shall be mounted on a properly supported axle, and the cable laid out from the top of the drum. In no case the cable willbe rolled on, as it produces kinks, which may damage the conductor.
- 4.4.1.3. Sharp bending and kinking of cables shall be avoided. The bending radius for PVC insulated and sheath armored cable shall not be less than 10 D where 'D' is overall diameter of the cables.
- 4.4.1.4. While drawing cables through GI pipes, conduits, RCC pipe, ensure that size of pipe is such that, after drawing cables, 40% area is free. After drawing cable, the end of pipe shall be sealed with cotton/bituminous compound.
- 4.4.1.5. High Voltage (11KV and above), medium voltage (230V and above) and other control cables shall be separated from each other by adequate spacing or running through independent pipes/trays.
- 4.4.1.6. Armour cables shall never be concealed in walls/floors/roads without GI pipes, conduits RCC pipes.
- 4.4.1.7. Joints in the cable throughout its length of laying shall be avoided as far as possible and if unavoidable, prior approval of site engineer shall be taken. If allowed, proper straight through epoxy resin type joint shall be made, without any additional cost.

- 4.4.1.8. A minimum loop of 3 M shall be provided on both ends of the cable, or after every 50 M of un-jointed length of cable and on both ends of straight through cable joint. This additional length shall be used for fresh termination in future. Cable for this loop shall be paid for supply and laying.
- 4.4.1.9. Cables shall be neatly arranged in the trenches/trays in such a manner so that criss-crossing is avoided and final take off to the motor/switchgear is facilitated. Arrangement of cables within the trenches/trays shall be the responsibility of the Contractor.
- 4.4.1.10 All cable routes shall be carefully measured and cable cut to the required lengths and under wastage of Cables to be avoided. The route indicated in the drawings is indicative only and the same may be rechecked with the Engineer-in-charge before cutting of cables. While selecting cables routes, interference with structures, foundations, pipeline, future expansion of buildings, etc. should be avoided.
- 4.4.1.11 All temporary ends of cables must be protected against dirt and moisture to prevent damage to the insulation. For this purpose, ends of all PVC insulated cables shall be taped with an approved PVC or rubber insulating tape. Use of friction type or other fabric type tape is not permitted. Lead sheathed cables shall be plumbed with lead alloy.
- 4.4.1.12 Wherever cable rises from underground/concrete trenches to motors/switchgears/push buttons, these shall be taken in G.I. pipes of suitable size, for mechanical protection upto 300 mm distance of concerned cable gland or as instructed by the Engineer-In-charge.
- 4.4.1.13 Where cables pass through foundation/walls of other underground structures, the necessary ducts or opening will be provided in advance for the same. However, should it become necessary to cut holes in existing foundations or structures the electrical Contractor shall determine their location and obtain approval of the engineer-in-charge before cutting is done.

#### **4.4.2 Laying of Cables (underground system)**

- 4.4.2.1. Cables shall be so laid in ground that these will not interfere with other underground structures. All water pipes, sewage lines or other structures, which become exposed by excavation, shall be properly supported and protection from injury until the filling has been rammed solidly in places under and around them. Any telephone or other cables coming in the way are to be properly shielded diverted as directed by the OMFED.
- 4.4.2.2. Cables shall be laid at minimum depth of 750 mm in case of LT & 1200 mm in case of HT, from ground level. Excavation will be generally in ordinary alluvial soil. The width of the trench shall be sufficient for laying of required number of cables.

- 4.4.2.3 Sand bedding 75mm tick shall be made below and above the cables. A layer of bricks (full size) shall be laid on the edge, above sand bedding on the sides of cables and a flat brick to cover cable completely. More than one cable can be laid in the same trench by providing a brick on edge between two cables. However the relating location of cables in trench shall be maintained till termination. The surface of the ground after back filling the earth shall be made good so as to conform in all respects to the surrounded ground and to the entire satisfaction to the Engineer-in-charge.
- 4.4.2.4 For all underground cables, route markers should be used.
- a) Separate cable route markers should be used for LT, HT and telephone cables.
  - b) Route markers should be grounded in ground with 1:2:4 cement concrete pedestal size 250x250x300 mm.
  - c) Cable markers should be installed at an interval not exceeding 50 M along the straight routes of cables at a distance of 0.5 M away from centre of cable with the arrow marked on the cable markers plate indicating the location of cable. Cable markers should also be used to identify change in direction of cable route and for location of every joint in underground cable.
- 4.4.2.5 RCC Hume pipe for crossing road in cable laying shall be provided by OMFED. No deduction shall be made for cable laying in Hume pipe for not providing bricks, sand and excavation. RCC Hume pipe at the ends shall be sealed by bituminous compound after laying and testing of cable by electrical contractor without any extra charge.

#### **4.4.3 Laying of Cables Under Floors**

- 4.4.3.1 **GI class a pipe shall be used for laying of outgoing cables from distribution boards to motors, isolators/junction boxes of motors, starter of motors and push button stations. Preferably one cable shall be drawn through one pipe. Size of pipe shall be such that after drawing of cable 40% area is free. If length of pipe is more than 30 M, free area may be increased to 50%.**
- 4.4.3.2 Use of elbows are not allowed at all and number of bends shall be kept minimum. Instead of using bends with sockets, pipe-bending machines shall be used for making long smooth bends at site.
- 4.4.3.3. Ends of pipe shall be sealed temporarily while laying with cotton/jute/rubber stopper etc. to avoid entry of building material.
- 4.4.3.4 Exact location of equipment motor/isolator/push buttons etc. shall be ascertain prior to laying of pipe.

#### **4.4.4 Laying of cable in Masonry Trenches**

- 4.4.4.1 Masonry/concrete trenches of laying of cable shall be provided by OMFED. However steel members such as MS angles/flats etc. shall be provided & grouted by electrical Contractor to support the cables without any extra charge. Cables shall be clamped to

these supports with aluminum saddles/damps. More than one tier of cables can be provided in the same trench if the numbers of cables are more.

- 4.4.4.2 Entry of cables in trenches shall be sealed with bituminous MASTIC compound to stop entry of water in trenches.

#### **4.4.5 Laying Of Cables In Cable Trays**

- 4.4.5.1 Cable trays and supporting steel members such as MS angle/channel/ flats etc. shall be provided and fixed by the Contractor.
- 4.4.5.2 Cable shall be fixed in cable trays in single tier formation and cables shall be clamped with aluminum flat clamps and galvanized bolts/unit.
- 4.4.5.3 Earthing flat/wire can also be laid in cable tray along with cables.
- 4.4.5.4 After laying of cables minimum 20% area shall be spare.

#### **4.4.6 Laying of cables on Building Surface/Structure**

- 4.4.6.1 Such type of cable laying shall be avoided as per as possible and will be allowed only for individual cables or small group of cables, which run along structure.
- 4.4.6.2 Cables shall be rigidly supported on structure steel /masonry using individual cast/malleable iron galvanized saddles and these supports shall be approximately 400 to 500mm for cables upto 25mm overall diameter and maximum 1000mm for cables larger than 25mm. Unsightly sagging of cables shall be prevented. Only aluminum /GI clamps with GI bolts/nuts shall be used.
- 4.4.6.3 If drilling of steel structure must be resorted to, approval must be secured from the Engineer-in-Charge and steel must be drilled where the minimum weakening of the structure will result.

#### **4.4.7 Termination and Jointing Of Cables**

##### **4.4.7.1 Use of Glands**

All PVC cable upto 1.1 KV grade, armored or unarmored shall be terminated at the equipment/junction box isolators/push buttons/control accessories, etc. by means of suitable size compression type cable glands armor of cable shall be connected to earth point. The Contractor shall drill holes for fixing glands wherever necessary. Wherever threaded gland cable is to be screwed into threaded opening of different size, suitable galvanized threaded reducing bushing shall be used for approval type.

In case of termination of cables at the bottom of the panel over a cable trench having no access from the bottom, a close fit holes should be drilled in the bottom plate for all the cables in one line, then bottom plate should be split in two parts along the center

line of holes. After installation of bottom plate and cables with glands, it shall be sealed with sold sealing compounds.

#### 4.4.7.2 **Use OF Lugs/Socket**

All cable leads shall be terminated at the equipment terminals, by means of crimped type solder less connectors unless the terminals at the equipment ends are suitable for direct joining without lugs/sockets.

The following is the recommended procedure for crimped joints and the same shall be followed:

- a) Strip of the insulation of the cable end with every precaution, not to severe or damage any stand. All insulations to be removed from the stripped portion of the conductor and ends of the insulation should be clean and square.
- b) The cable should be kept clean as far as possible before assembling it with the terminal/socket. For preventing the ingress of moisture and possibility of re-oxidation after crimping of the aluminum conductors, the socket should be fitted with corrosion inhibiting compound. This compound should also be applied over the stripped portion of the conductor and the palm surface of socket.
- c) Correct size and type of socket/ferrule/lug should be selected depending on size of conductor and type of connection to be made.
- d) Make the crimped joint by suitable crimped joint.
- e) If after crimping the conductor in socket/lug, same portion of the conductor remains without insulation the same should be covered sufficiently with PVC tape.

#### 4.4.7.3 **Dressing of Cable inside the Equipment**

After fixing the cable glands, the individual cores of cable shall be dressed and taken along the cable ways (if provided) or shall be fixed to the panels with polyethylene straps. Cables shall be dressed in such a manner that small loop of each core is available inside the panel.

For motors of 20 HP and above, terminal box if found not suitable for proper dressing of aluminum cables, the Contractor shall modify the same without any additional cost.

Cables inside the equipment shall be measured and paid for.

#### 4.4.7.4 **Identification of Cables/Wires/Cores**

Power cables shall be identified with RED, YELLOW, and BLUE PVC tapes for trip circuit identification, additional red ferrules shall be used only in the particular cores of control cable at the termination points in the switch gear/control panels and switches.

In case of control cables all cores shall be identified at both ends by their wire nos. by means of PVC ferrules or self-sticking cable markers, wire nos. shall be as per schematic/connection drawing. For power circuit also wire nos. shall be provided if required as per the drawings of switchgear manufacturer.

**4.4.8 Testing Of Cables**

4.4.8.1 Before energizing, the insulation resistance of every circuit shall be measured from phase to phase and from phase to ground. This requires 3 measurements if one side is grounded and 6 measurements for three phase circuits.

4.4.8.2 Where splices or termination are required in circuits rated above 650 volts, measure insulation resistance of each length of cable before splicing and/or terminating. Report measurements after splices and/or termination are complete.

4.4.8.3 DC high voltage test shall be made after installation on the following:

a) All 1100 volts grade cables in which straight through joints are made.

**b) All cables above 1100 volts grade.**

For record purposes test data shall include the measured values of leakage current versus time.

The DC high voltage test shall be performed as detailed below:

Cables shall be installed in final position with all the straight through joints complete. Terminations shall be kept unfinished so that motors, switchgears, transformer etc. are not subjected to test voltage.

The test voltage and duration shall be as per relevant codes and practices of Indian standards Institution.

**4.4.8 ProformaFor Testing Cables**

**DATE OF TEST**

- a) Drum no. from which cable taken
- b) Cable from \_\_\_\_\_ to \_\_\_\_\_
- c) Length of run of this Table \_\_\_\_\_ meters
- d) Insulation resistance test:  
Voltage of megger \_\_\_\_\_ volts
- i) Between core-1 to earth \_\_\_\_\_ mega ohm
- ii) Between core-2 to earth \_\_\_\_\_ mega ohm
- iii) Between core-3 to earth \_\_\_\_\_ mega ohm
- iv) Between core-1 to core-2 \_\_\_\_\_ mega ohm
- v) Between core-2 to core-3 \_\_\_\_\_ mega ohm
- vi) Between core-3 to core-1 \_\_\_\_\_ mega ohm

- |                              |                  |
|------------------------------|------------------|
| e) High voltage test         | Voltage duration |
| i) Between core and earth    |                  |
| ii) Between individual cores |                  |

(The Engineer-In-Charge and the Contractor shall jointly sign this Proforma)

**4.5 Earthing Network**

The entire network installation shall be done in accordance with the earthing drawings, specifications and instructions of the engineer-in-Charge. The entire earthing system shall fully comply with the Indian Electricity act and Rules framed there under. The Contractor shall carry out any changes desired by the Electrical Inspector or OMFED in order to make the installation conform to the Indian Electricity Rules, at no extra cost. The exact location of the earth pits, earth electrodes and conductors and earthing points of the equipments shall be determined at site, in consultation with Engineer-in-Charge. Any change in the methods, routing, size of conductor etc. shall be subject to approval of the OMFED or Engineer-in-Charge before execution.

**4.5.7 Earth Fault Relay**

Earth fault relay of suitable capacity, as required under the IER is to be supplied & installed by the Contractor. This shall be wall be wall/floor mounted, in separate box suitable size, with necessary cable connection to main power supply.

**4.5.8 Earth Pit with Electrode**

**4.5.2** Plate or pipe type earth electrode with earth pit shall be provided for this work unless otherwise advised by the Engineer-in-charge due to typical site conditions. Earthing electrode and pit shall be as per IS: 3043-1966 (code of practices for earthing). For ready reference, sketches for pipes and plate type earth electrode earthing have been shown in Annexure-V. All earth electrodes shall preferably be driven to a sufficient depth to reach permanent moist soil.

**PRIOR APPROVAL OF THE ENGINEER-IN-CHARGE SHALL BE TAKEN FOR SELECTING TYPE OF EARTH ELECTRODE (PIPE OR PLATE)**

4.5.2 Earth pit center shall be at a minimum distance of 2m from nearest building, unless otherwise advised. The minimum 3m distances shall be maintained between centers of 2 earth pits.

**4.5.3 Earth bus, Earthing Lead and Earth Wire/Strip**

4.5.3.1 All electrical equipment is to be doubly earthed by connecting two earth strip/wire conductors from the frame of the equipment to a earthing pit/main earthing ring. The earthing ring will be connected via links to several; earth electrodes. The cable armored will be earthed through the cable glands. Conductor size for connection to various equipment shall be as specified in the drawing as instructed by the Engineer-in-charge. However, the length of the branch leads from equipment to earthing grid/ring shall not be more than 10 to 15. Meters.

4.5.3.2 All hardware for earthing installation shall be hot deep galvanised. Spring washers shall be used for all earthing connections of equipments having vibrations.

4.5.3.3. Size of earthing lead/wire shall be as specified below/or as given in schedule of quantities.

Control switches	-G.I. wire 14
Motor upto 10HP	-G.I. wire 8 SWG
Motor above 10HP upto 25 HP	-G.I. strip 25 X 3mm
Motor above 25 HP	-G.I. strip 25 X 6mm
Switch Board	-G.I. strip 25 X 6mm
Power control center/ LT panel of sub-station	-G.I. strip 40 X 6mm

When earthing wire is to be drawn under floor/in underground, aluminum wire 10mm dia. With PVC insulation shall be used.

However, while deciding type & size of earth lead, the resistance between the earthing system and the general mass of the earth shall be as per IS code of practice. The earth loop impedance to any point in the Electrical system shall not be in excess of 1.0 ohm in order to ensure satisfactory operation of protective devices.

- 4.5.3.4 G.I. wire/aluminum wire shall be connected to the equipment by providing crimping type socket/lug.
- 4.5.3.5 Wherever earthing strip to be provided in cable tray, it shall be suitably clamped on cable tray and electrically bonded to the cable tray at regular interval.
- 4.5.3.6 Excavating & refilling of earth, necessary for laying underground earth bus loops shall be responsibility of the Contractor.
- 4.5.3.7 Wherever earth leads/strips/wires are laid in cable trenches; these shall be firmly and suitably cleated to the walls/supporting steel structures on which cable is clamped.

**4.6 Statutory approvals:**

The contractor shall arrange, at his own cost, for inspection of the works and approval of cable layout & schematic drawings from the concerned electrical inspector with necessary test certificates & completion certificates. Contractor without any extra cost shall carry out any modification suggested by the electrical inspector. Omfed shall reimburse statutory fees if any. The approved drawings shall be submitted by the contractor to Omfed, before final payment is released.

**ANNEXURE-IV**

**INDIAN STANDARDS TO BE FOLLOWED FOR ELECTRICAL ERECTION**

1.	PVC insulated cables (light duty) for working Voltage upto 1100 volts	- 694-1977 Part I & II
2.	PVC insulated cables (heavy duty) for Voltage upto 1100 volts	- 1554-1976 Part I
3.	-Do- for voltage 3.3Kv to 11KV	- 1554-1976 Part-II
4.	Specification for polyethylene insulated PVC Sheathed heavy-duty electric cables, voltage Not exceeding 11000V	- 5959-1970 Part-I
5.	-Do- for voltage 3.3 KV to 11KV	- 5959-1970 Part-II
6.	Guide for marking insulated conductors	- 5578-1970
7.	Code of practice and installation and Maintenance of paper insulated power Cables	- 1255-1967
8.	Code of practice for earthing	- 3043-1966
9.	Guide for safety procedures and practices in electrical works	- 5216-1969
10.	Code of practice for installation and maintenance of AC induction motor starters	- 5214-1969
11.	Code of practice for installation and maintenance of induction motors	- 900-1965
12.	Code of practice for installation and maintenance of switchgears	- 372-1975
13.	Code of practice for installation and maintenance of transformers	- 1886-1967
14.	Code of practice for electrical wiring installation, voltage not exceeding 650 V	- 732-1963
15.	Code of practice for electrical wiring installation(system voltage exceeding 650 V)	- 2274-1963
16.	Guide for testing three-phase induction motor	- 4029-1967

**ANNEXURE-V**

**RECOMMENDED CABLES SIZES FOR INDUSTRIAL WIRING**

**Aluminum conductor cable size -mm.sq.**

**Rotor resistance starter      Star-Delta starter**

3phase,415V Motor HP	Supply Side	Motor Side (2- cables)	Supply Side	Motor Side (2- cables)
<b>Upto 7.5</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>10</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>4</b>
<b>15</b>	<b>10</b>	<b>10</b>	<b>10</b>	<b>4</b>
<b>20</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>6</b>
<b>25</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>10</b>
<b>30</b>	<b>25</b>	<b>25</b>	<b>25</b>	<b>10</b>
<b>40</b>	<b>35</b>	<b>35</b>	<b>35</b>	<b>16</b>
<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>25</b>
<b>60</b>	<b>70</b>	<b>70</b>	<b>70</b>	<b>35</b>
<b>75</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>50</b>
<b>100</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>70</b>
<b>125</b>	<b>150</b>	<b>150</b>	<b>150</b>	<b>95</b>
<b>150</b>	<b>225</b>	<b>225</b>	<b>225</b>	<b>120</b>
<b>180</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>150</b>
<b>215</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>185</b>

Note: For D.O.L. Starter up to 7.5 HP motor 4 sq. mm. cable should be used.

**NOTE : INSTALLATION OF ELECTRICAL ITEMS WOULD COMPRISE OF THE FOLLOWING:**

- 1.** Supply & laying of cables from MCC to individual motors, control panels, PRS in underground trenches outside the buildings and in RCC hume pipes and cable trays inside the buildings complete with cable connection at either end is included in installation work of MCC.
- 2.** Wherever GI pipes have not been provided, laying LT cables from MCC to various motors and control panels shall be done either in masonry cable trench or overhead GI cable trays with GI Conduit drops from cable trays to the motor junction boxes complete with cable connection at either end.
- 3.** Industrial type drip proof plug & socket will be either floor mounted or wall mounted for each motor separately. The unit will be housed in a 2 mm thick MS sheet enclosure with front cover of 2 mm thick MS sheet. Cost shall be included in installation work of MCC.
- 4.** The erectors shall compute the requirement of the power and control cables and earthing materials on the basis of approved drawings.
- 5.** For cable lying outside the building, the necessary digging for trenches, providing bricks and sand and refilling of the trenches has to be carried out by the contractor as per specifications including cable route markers.
- 6.** The necessary power cable and earthing materials are specified in the schedule of quantities. The rate of cables shall be inclusive of all other ancillary materials like cable lugs, glands and accessories in required quantities.
- 7.** The necessary civil works for earth pits including supply of cement, sand and bricks etc. are to be carried out by the contractor.

## **TECHNICAL SPECIFICATION-IV**

### **COLD ROOM/ DEEP FREEZE PUF PANEL INSULATION AND ASSOCIATED ACCESSORIES**

#### **PRE-FABRICATED, SANDWICHED PANELED INSULATION FOR DEEP FREEZE/SPIRAL FREEZE.**

##### Functional Requirement:

The cold room should be of pre-fabricated type made of sandwiched PUF panels designed suitable for hygienic storage of dairy products at desired temperature.

##### Design Requirements and Scope of Work:

The scope of work includes Design, supply and installation of required insulated sandwich panels, insulation materials and all accessories as required for the proposed cold rooms, which comprises of:

The ceiling and wall should be with pre-fabricated sandwiched PUF panels of required thickness as per specification detailed below. (clause 20.1.1).

The floor insulation should be with required thickness of rigid polyurethane foam slabs as per specification detailed below (clause 20.1.2)

Light fittings as per Clause-20.4 for adequate illumination inside the cold store and airlock, safety alarm system, digital temperature indicator & sensor, control switch gears, electrical wiring, conducting, power/control cabling, earthing, etc.

Providing suitable pressure relief valves for the deep freezes and hardening room as required.

Manual sliding type deep freeze, dry fruit cold store and ante-room doors with padlocking facility and airstrip curtains with all accessories.

Providing suitable supporting/suspension system for ceiling panel and wall panels.

Providing suitable provisions/cutouts for installation of refrigeration units, refrigerant piping, defrost piping, light fittings, power/control wiring, sliding type cold store doors, air curtains, etc., to be supplied and installed by other agency. The scope of this work involves making good the cutouts / opening and arrange to seal the completely to make it air/water/vapour proof, by in- situ injection of PUF/silicone sealants, without any extra cost, after installation of the units/piping/fittings.

The scope is to design, supply, install, test and commission the Pre-fabricated cold room, complete in all respect including all system components and accessories as required, even

if the same are not described in the specification, except for the exclusions specifically mentioned below;

Civil building with leveled PCC plinth for erecting the prefabricated cold room, RCC flooring over the floor insulation and RCC curbing for protection wall panel.

The design of the cold room should take care of following aspects;

Wall panels should be self-supporting type and bear the load of ceiling panels, fittings, etc. Wall panels should not buckle under the operating weight.

For the cold rooms with span upto 6 mts., the ceiling panel should be self supported type with weight uniformly distributed upon wall panels. For larger cold rooms having span more than 6 mts, the ceiling panels may be designed with suitable exterior type suspension arrangement. No interior vertical supports should be used to ensure interior of the cold room free and clear.

In either case, ceiling panels should not sag due to self-weight, as well as the weight of refrigeration units, light fittings, etc, which are to be suspended from the ceiling panels. Wall panels should be designed with suitable impact protection arrangement.

Should withstand earthquake intensity, as well as high velocity wind applicable to the zone, where the cold room to be constructed.

Design should facilitate convenient installation and future expansion of the cold room by assembly of standard size sectional insulated panels.

The cold room, accessories and finish should be designed for suitable for hygienic storage perishable food products, considering a minimum life span 20 years.

Detailed engineering/ execution drawings shall be approved prior to commencement of the work.

The quantities of wall/ceiling panels and floor insulation indicated in the schedule are only tentative. The payment however should be made for the actual area of work executed based on the unit rate applicable. The areas of cut outs made for doors/hatch opening should be deducted from the measurement and not considered for payment.

#### **5.10.01 SANDWICHED PANELS FOR CEILING AND WALL/COLUMN**

The wall and ceiling of the insulated cold rooms are to be constructed using pre- fabricated, self supported, sandwich panels insulated with rigid polyurethane foam of required thickness. Sandwiched Panel should be CFC free, manufactured using high-pressure foam injection equipment in a precise ratio and proportion. The properties of the polyurethane insulation should be as under:

Injected density:40 kg/m<sup>2</sup> for 80mm

Injected density:75 kg/m<sup>2</sup> for 150mm

Thermal conductivity: 0.019 w/sq.mt/deg K.

Compressive strength: 155 Kpa

Closed cell contents: 90 to 95%

Operation temperature range: minus 60°C to 80°C

Test certificates should be produced to support above properties. The skin material for the wall and ceiling panels should be of galvanized steel sheet of minimum 0.6 mm thick with grooved profile to enhance strength and aesthetics. The external surface of sheet should be pre-painted with minimum 25-micron thick silicon modified polyester coating. In case contractor proposes any alternatives for the type of pre-coating indicated above, the same should be clearly brought out in the bid with details & advantages, etc. Such alternatives may be considered in appraisal of the bid, provided the same is equivalent or better than the one indicated.

The joining system of the panels shall be designed to ensure a quick and secure assembly at site, with the help of tongue and groove joints with eccentric cam locks. The insulated panel of continuous type is also acceptable having tongue & groove type joining system. The joints shall be made hermetic and perfectly vapour tight by use of silicone sealants. The wall panels should be in single lengths to match the room height, and width of ceiling/wall panels should be 1.2 mt., in order to minimise the number of joints. The configuration should incorporate factory made standard L shape panels for corners and TEE shape panels for partitions.

The system should be complete with all ancillary items like, ceiling panels suspension system complete with insulated beam, suspension chain/ hardware, suitable corner pieces, pre-painted steel/aluminum profiles for inner/outer junctions and joint corners, pressure relief valves, silicone sealants, foam chemicals and all other components & accessories as required. The costs of these ancillary items are to be included in the respective rates for installation of ceiling/wall panels and no separate payment should be made for these items.

#### **5.10.02 COLD STORE / DEEP FREEZE DOORS**

Sliding type (Manual):

The doors shall be of PUF insulated with both sides covered with impact resistant SS 304 complete with all accessories properly engineered and made by specialist manufacturer broadly meeting following requirements.

The doors shall be of PUF insulated with both sides covered with stainless steel sheet of minimum 0.6 mm thick complete with all accessories properly engineered and made by specialist manufacturer broadly meeting following requirements.

The insulated doors shall be manually operated, horizontally sliding/hinge type, easy to mount, mechanically reinforced for heavy duty usage complete with all required fittings, sliding rails/hinges, bottom guide, rollers etc. mounted on a suitable frame. Necessary heavy-duty handle for easy opening and closing of doors shall be provided. Door pad Locking arrangement, emergency exit lock release knob/wheel shall be provided.

Brief specifications of door shall be as given below:

PUF insulation by injection under pressure of polyurethane with density of minimum 40 kg/cum

Gasket to ensure air tightness and for prevention of refrigeration losses.

The door slide rail arrangement shall be made of high quality aluminium extrusion and with indentations for a 3D movement of the door, so that the door drops a little down and towards the frame uniformly while closing to achieve a hermetic seal. Top rollers shall be heavy duty made of self-lubricating nylon which ensures smooth and noise free movement of the door, without friction.

The door shall be surrounded by a four side rubber sealing gasket that ensures hermetic sealing, which reduces the risk of loss of cooling and controls the temperature. The gasket material shall be durable and shall not harden at low temperature.

The doors shall have padlocking arrangement from outside. Safety release provision shall be made for opening door from inside, even with padlock in place.

Kick plate made of SS chequered shall be provided up to a height of about 900 mm from bottom for mechanical impact protection.

The doors for ice cream deep freeze/hardening room (sub-zero) application shall be equipped with electrical doorframe heaters with water tight junction for proper electrical cable termination. Cabling to heater included in the scope.

Sil portion of main insulated door openings and hatch door openings shall be finished with pre-coated sheet as per the requirement. Sil insulation shall be provided for the three sides of opening for main door openings and all the four sides in case of hatch door openings. The refrigeration contractor shall be responsible to finish the SIL portion of the Hinge/sliding door area with PUF insulation of appropriate thickness and clad with pre coated sheet, flashing, angles at the corner, etc.

The detailed design and performance of sliding doors for cold store is under Refrigeration Contractor's responsibility. The drawing shall have to be got approved from the Purchaser.

GI Pipe Protecting Guard:

IN FRONT OF EACH SLIDING DOOR (ON CLOSING AND OPENING CONDITION) A SET OF METALLIC GUARD MADE OUT OF GI HEAVY DUTY 'C' CLASS PIPE OF 100 MM DIA (STAND TYPE) AND 50 MM DIA 'C' CLASS PIPE FOR BRAZING THE STAND PIPES SHALL BE SUPPLIED AND INSTALLED BY THE REFRIGERATION CONTRACTOR TO PROTECT THE SLIDING DOORS FROM THE EXTERNAL DAMAGES. THE PURCHASER SHALL APPROVE THE DRAWINGS.

#### **5.10.03 Air Curtains & Air shield curtains:**

Application: Dust, thermal and insect barrier.

The air curtain shall be heavy duty, extra high velocity type, installed on each cold store/ deep freeze doors consists of a case for air canalizing, conveniently shaped permitting a

rational arrangement of the outgoing air. It shall consist of a set of deflectors for good distribution of the jet of air of adequate velocity on the whole door span surface to avoid loss of refrigeration. The material of construction would be SS 304 for internals and outer body of PCGI.

The capacity of the blowers is to be designed by the Supplier to achieve best performance. The fan shall be and dynamically balanced and free from vibration and low noise level. The fan motor shall be suitable for 3 phase, 50 HZ AC supply. The bearing should be pre-lubricated & sealed for life and maintenance free, suitable for low temperature application.

There shall be a proximity sensor/limit switch with required accessories, contactors, etc in weatherproof enclosure for automatic operation of Air curtain blowers whenever the door is opened. Electrical power & control cabling to be done from MCC (clause 18)

Air Shield curtains With each air curtain; provide a transparent PVC air shield curtain having flaps (rounded edge) of minimum thickness 3 mm with 50% over lap between adjacent flaps. The strip curtain should be complete with all accessories made of material suitable for low temperature application and the PVC strips should remain soft upto operating temperature of minus 25 Deg C. 25

#### **5.10.04 internal lighting.**

Cold Stores/Deep freeze etc. are to be provided with suitable moisture proof fittings as per the enclosed layout. Necessary wiring from the DB to the fittings as per requirement.

The light fittings suitable for the cold rooms/ deep freeze/ hardening room shall be 4 ft LED upto 40W with minimum 3500 lumen output weather proof and should maintain min. 70% of lumen output at 50000 burning hrs (minimum IP65 protected) fixture.

The luminaire should have neutral white light colour. Housing & optical cover of the luminaire should be made of virgin polycarbonate body with double gasket, UV stabilized polycarbonate diffuser with transparent prismatic interior and smooth exterior, poly carbonate cable gland, with built-in switch gears and all accessories including lamps with necessary mounting arrangement.

Following to be ensured -

- ▶ THD < 15%, PF>0.90.
- ▶ Surge protection of min.-2KV.
- ▶ Operating voltage range 140-270V AC.
- ▶ Fixture catalogue
- ▶ LM80 & LM79 report
- ▶ Technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted

Conduits inside the cold rooms shall be made of heavy duty PVC conduit with ISI mark. Wiring shall be using 3 core 2.5 sq.mm flexible copper cables.

The conduits shall be suitably concealed using Pre-coated flashing of matching shade with panel. All end terminations shall be vapour tight with proper cable gland to prevent ingress of moisture inside light fitting.

All conduit entries, cutouts made in insulation panel shall be thoroughly sealed to make it vapor proof, by in-situ injection of PUF/silicone sealants.

Power supply for the lighting shall be taken from refrigeration MCC. The contractor shall carry out the complete internal wiring including providing necessary MCB control panel as required for the light points.

Few luminaries in each room (as per drawing approval) must be also provided with UPS supply in case of power failure.

#### **5.10.05 Deep Freeze Safety System:**

Provision for safety of personnel shall be made by the Supplier in accordance with the relevant factory act and Indian/International standards.

Each cool room (cold store and deep freeze stores) shall have a safety pilot light outside indicating the presence of people in distress in the room and electric bells shall be provided for distress signaling. The sirens shall be installed at approved locations-one in Refrigeration Plant room and other in outside cold room corridor. The siren push switch shall be of self-illuminated type. Moisture proof 'EXIT' light suitable for the application in IP 65 enclosure (made by specialist manufacturer) provided inside each cold room shall be mounted above to the exit hatch door/main door.

The circuits for sirens, safety pilot lights, and safety illumination shall be independent of the mains power supply and shall work on 230 V AC through the UPS (Uninterrupted Power Supply) also.

#### **5.10.06 Safety System Function:**

Lights to indicate presence of people in distress inside the cold room are to be provided both inside and outside the cold room and shall be red in colour. These lights shall be switched ON by heavy duty toggle switch in suitable boxes adjacent to siren push button. The lights provided inside the cold room shall be inside an acrylic box (material suitable low temperature application) indicating EXIT.

Industrial electric sirens (audible upto 100m) are to be provided both in the refrigeration plant room and outside cold room corridor.

Self-illuminated push buttons of "press to stay" and "rotate to release" are to be provided inside each cold room connected with the electrical sirens.

Any person entrapped inside the cold rooms shall be able to locate the "EXIT" since the 'EXIT' lights inside shall always 'ON'. In case of distress, the person entrapped can approach the 'EXIT' point and press the self-illuminated push button. This shall put 'ON' the

siren is both the refrigeration plant room and the process hall indicating that personnel are trapped inside the cold room. The self-illuminated push button shall also be continuously 'ON' and the siren will be 'ON' the moment the person presses the button. Only after the personnel are rescued the self-illuminated push button can be released by rotating the push button.

The emergency illumination system shall incorporate extra long life lamps, preferably LED type of approved make.

16 Ammonia Leakage Detection System:

To be carried out by main Refrigeration system contractor.

<b>TECHNICAL SPECIFICATION FOR SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR CAPACITY DAIRY PRODUCT COLD STORAGE AT A DAIRY PLANT OF OMFED</b>		
<b>SL. NO</b>	<b>Description</b>	<b>QTY</b>
<b>A</b>	<p><b><u>COLDROOM (Refrigeration System)</u></b>            Type: Air-cooled condensing unit, tropical zed</p> <ul style="list-style-type: none"> <li>• Compressor: Hermetic / Scroll or any suitable brand.</li> <li>• Room temperature: 0 to +3 °C</li> <li>• Evaporating temperature: –5 °C</li> <li>• Refrigerant: R134a / R448A / R32 /R 404Aequivalent low-GWP</li> <li>• Compressor capacity: 1.5 HP (minimum)</li> <li>• Recommended capacity: 2.0 HP</li> <li>• Evaporator: Ceiling-mounted air cooler</li> <li>• Defrost: Off-cycle (natural)</li> </ul>	2No.
<b>B</b>	<p><b><u>COLD ROOM (PUF Panel)</u></b></p> <ul style="list-style-type: none"> <li>• Wall panels: 80 mm thick PUF / PIR</li> <li>• Ceiling panels: 80 mm thick</li> <li>• Floor insulation: 60–80 mm PUF</li> </ul>	

	<ul style="list-style-type: none"> <li>• Foam density: <math>\geq 40 \text{ kg/m}^3</math></li> <li>• Panel facing: PPGI 0.5 mm (food-grade)</li> </ul>	
<b>C</b>	<p><b><u>Door</u></b></p> <ul style="list-style-type: none"> <li>• Type: Hinged or sliding insulated cold room door</li> <li>• Insulation thickness: 60–80 mm</li> <li>• Door size: Approx. 900 (W) × 2100 (H) mm</li> <li>• Magnetic gasket on all sides</li> </ul>	
<b>D</b>	<p>Electrical work &amp; control.</p> <ul style="list-style-type: none"> <li>• Power supply: 415 V, 3-phase, 50 Hz (or 230 V single phase if applicable)</li> <li>• Digital temperature controller (accuracy <math>\pm 0.5 \text{ }^\circ\text{C}</math>)</li> <li>• Electrical protections: <ul style="list-style-type: none"> <li>- High / low pressure cut-outs</li> <li>- Overload relay</li> <li>- Phase failure &amp; phase sequence protection</li> </ul> </li> </ul>	
<b>E</b>	<p>PERFORMANCE &amp; ACCEPTANCE CRITERIA</p> <ul style="list-style-type: none"> <li>• Cold room shall maintain 0 to <math>+3 \text{ }^\circ\text{C}</math> under steady operation</li> <li>• Temperature variation inside the room shall not exceed <math>\pm 1 \text{ }^\circ\text{C}</math></li> <li>• A minimum 24-hour continuous trial run shall be conducted</li> <li>• Acceptance subject to successful performance demonstration</li> </ul>	
<b>F</b>	<p>WARRANTY &amp; AFTER-SALES SUPPORT</p> <ul style="list-style-type: none"> <li>• Minimum warranty: 12 months from commissioning</li> <li>• Vendor to provide local service support details</li> <li>• Preventive maintenance schedule to be submitted</li> </ul>	

<b>G</b>	<p>DOCUMENTATION &amp; HANDOVER</p> <p>The vendor shall submit the following at handover:</p> <ul style="list-style-type: none"> <li>• As-built GA drawings</li> <li>• Electrical Single Line Diagram (SLD)</li> <li>• Refrigeration piping schematic</li> <li>• Operation &amp; Maintenance manuals</li> <li>• Warranty certificates</li> </ul>	
<b>H</b>	<p>DESIGN BASIS</p> <ul style="list-style-type: none"> <li>• Storage capacity: 4 KL (4,000 liters)</li> <li>• Storage temperature: 0 °C to +3 °C</li> <li>• Ambient design temperature: 43 °C</li> <li>• Product type: dairy</li> </ul> <p>2.2 m (W) × 1.8 m (D) × 2.0 m (H) ≈ 8.0 m<sup>3</sup></p> <p>Note : Area may be adjust as per site.</p>	

**SCHEDULE OF QUANTITY-V**

**PART – A**

**SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 4000 LTR  
CAPACITY DAIRY PRODUCT WALKING COLD STORAGE FORA DAIRY PLANT OF OMFED**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Rate (Rs.)</b>	<b>Total Amount (Rs.)</b>
01.	Supply, installation, testing, commissioning & trial run of 4KL dairy product walking Cold Storage at Balasore Dairy.	1 Job		
<b>Sub Total Cost(A)=</b>				
<b>Transportation Cost(B)=</b>				
<b>Net Total Cost (A+B)=</b>				
<b>GST @ 18% on (A+B)=</b>				
<b>Grand Total Cost including GST=</b>				
02	Supply, installation, testing, commissioning & trial run of 4KL dairy product walking Cold Storage at Sambalpur Dairy.	1 Job		
<b>Sub Total Cost(A)=</b>				
<b>Transportation Cost(B)=</b>				
<b>Net Total Cost (A+B)=</b>				
<b>GST @ 18% on (A+B)=</b>				
<b>Grand Total Cost including GST=</b>				

<b>03</b>	Supply, installation, testing, commissioning & trial run of 4KL dairy product walking Cold Storage at Rourkela Dairy.	1 Job		
<b>Sub Total Cost(A)=</b>				
<b>Transportation Cost(B)=</b>				
<b>Net Total Cost (A+B)=</b>				
<b>GST @ 18% on (A+B)=</b>				
<b>Grand Total Cost including GST=</b>				
<b>04</b>	Supply, installation, testing, commissioning & trial run of 4KL dairy product walking Cold Storage at Jeypore Dairy.	1 Job		
<b>Sub Total Cost(A)=</b>				
<b>Transportation Cost(B)=</b>				
<b>Net Total Cost (A+B)=</b>				
<b>GST @ 18% on (A+B)=</b>				
<b>Grand Total Cost including GST=</b>				

**Note:-**

- **The work order shall be issued to the lowest bidder for each individual dairy.**

**Section VI**

**FORM OF BID**

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

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

**Description of works : Supply, Installation, erection, testing & commissioning of 4000 Ltr capacity dairy product walking Cold Storage at various dairies of OMFED.**

**Dear Sir,**

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

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

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

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

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

Duly authorized to sign the bid for and on behalf of

\_\_\_\_\_

(In capital letters).

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

**SECTION –VII**

**Form of Agreement On Non-Judicial Stamp paper of Rs.60/-**

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

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

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

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

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

1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.

2.0 The following documents shall be deemed to form and be read as construed as part of this agreement, viz

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

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

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

**\* 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.

Authorised Signatory

CONTRACTOR

**In the presence of:**

**WITNESS:**

1) Signature

Name and address

2) Signature

Name and address

**SECTION-VIII**  
**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.**

## DECLARATION

**I / WE DECLARE THAT I / WE HAVE GONE THROUGH THE AFORE MENTIONED CONDITIONS OF THE CONTRACT AND AGREE TO ACCEPT THE SAME FOR SUBMISSION OF THE TENDER / EXECUTION OF THE WORK. I AM / WE ARE ALSO AGREEABLE TO ABIDE BY THESE CONDITIONS UNTIL THE FINALIZATION OF TENDER / COMPLETION OF THE WORK IN ALL RESPECT.**

(Full Signature of the Contractor)

Date :

Address for Correspondence:

## DECLARATION

**I / WE DECLARE THAT I / WE hereby declare that I/We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.**

(Full Signature of the Contractor)

Date :

Address for Correspondence:

SECTION - IX

**POINTS BIDDERS SHOULD BEAR IN MIND**

- I. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER CONDITIONS MAY BE REJECTED.
- II. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED.
- III. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- IV. BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- V. CORRECTIONS IN THE BID SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS.
- VI. NEGLIGENCE OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- VII. SPECIFICATIONS, CONDITIONS, SCHEDULES AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- VIII. ALL THE BIDS ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE SHOULD BE IN ENGLISH ONLY.
- IX. BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE SYSTEM AND COMPONENTS UNDER TROPICAL CONDITIONS.
- X. ALL THE BIDDERS SHOULD SUBMIT QUALIFICATION APPLICATION IN THE GIVEN FORMATS WITH REQUIRED DOCUMENTATION.
- XI. BIDS SHOULD BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF 90 DAYS FROM THE DAY BIDS ARE OPENED.
- XII. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.

- XIII. ALL BIDDERS ARE URGED TO SUBMIT PROMPTLY WRITTEN REQUESTS ON MATTERS WHERE CLARIFICATIONS OR ADDITIONAL INFORMATION ARE DESIRED, NOT LATER THAN SEVEN DAYS BEFORE BIDS ARE DUE TO OPENING. NO EXTENSION IN DUE DATE OF SUBMISSION OF BIDS WILL BE ALLOWED ON THIS GROUND.
- XIV. ALL THE BIDDERS SHOULD QUOTE FOR THE ITEMS AS PER THE SPECIFICATIONS AND DETAILS GIVEN IN THIS BIDDING DOCUMENT ONLY. IN CASE, ALTERNATIVE DESIGNS ETC. ARE TO BE OFFERED BY THE BIDDERS, THEY MAY DO SO BUT THIS SHOULD BE STATED SEPARATELY IN THE OFFER. ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED RESERVES ITS RIGHT TO ACCEPT OR REJECT SUCH ALTERNATIVE OFFERS, WITHOUT ASSIGNING ANY REASONS THEREOF TO THE BIDDERS.
- XV. THE BIDDERS WHO QUOTE FOR SUPERVISION AND COMMISSIONING OF ANY EQUIPMENT SHOULD ALSO INDICATE THE PRICES IN THE BID SEPARATELY. THE SUPERVISION OF COMMISSIONING WOULD INCLUDE CHECKING THE INSTALLATION AND COMMISSIONING THE PLANT TO GIVE THE RATED OUTPUT.
- XVI. MANAGING DIRECTOR, ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD. RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

**THE END.**