



e-TENDER DOCUMENT

For

**Contract for Steam Supply by establishment, Operation and Maintenance of
10 TPH Solid Multi Fuel Biomass fired Boiler on
“Built, Own, Operate and Transfer (BOOT) basis” for a period of 07 years
at OMFED Dairy, Arilo - Govindpur.**



THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED (OMFED)

D2 SAHID NAGAR, BHUBANESWAR DISTRICT KHURDA, ODISHA

March- 2026

**Tender Paper cost: Rs.10,000 + 18% GST
i.e. Rs.11,800/-**

e-TENDER 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
Web site: www.omfed.com

Bid Identification No. Proj/279/Steam/25

SUPPLY OF STEAM BY OPERATION AND MAINTAENANCE OF STEAMING UNIT ON BOOT BASIS FOR OMFED DAIRY, CUTTACK

Online Tenders are invited for Contract for Steam design, supply, installation **Operation & Maintenance (O&M) of 10 MTPH (Expendable up to 12 MTPH) solid multi fuel fired Biomass boiler on Built, Own, Operate and Transfer (BOOT) basis for a period of 07 years in our main Dairy Plant at OMFED DAIRY, ARILO** from reputed manufacturers/dealers/channel partners/supplier/service Providers etc.

Interested bidders may download the Tender Document from the OMFED web site www.omfed.com only for reference. Bid document will **be available at <https://tendersodisha.gov.in> from 10.00 A.M. of 17.03.2026 up to 05.00 P.M. of 06.04.2026 for bidding.** Tender paper cost Rs.10,000/- +18% GST (i.e. Rs.11,800/-) & EMD of Rs.10,00,000/- shall be deposited through online portal at <https://tendersodisha.gov.in>. The technical Bid shall be opened at 03.00 PM on 08.04.2026 online at OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered. The price / commercial bid of technically successful bidder shall be opened on a later date under intimation to the bidders.

The corrigendum/amendment to this notice if required shall be published only in the OMFED web site and will not be published again in newspaper.

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

Sd/-
Managing Director



The Odisha State Cooperative Milk Producers' Federation Ltd.,
D-2, Sahid Nagar, Bhubaneswar- 751007.
Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273.
E-mail : project@omfed.com Website: www.omfed.com

DETAILS

Tender for	Contract for Steam Supply by doing Operation & Maintenance (O&M) of 10 MTPH solid multi fuel fired Biomass boiler on Build, Own Operate Transfer (BOOT) BASIS FOR OMFED DAIRY , CUTTACK
Reference No.	Proj/279/Steam/25
Cost of Tender Form	Rs.10,000 + 18% GST = Rs.11,800/-
(Earnest Money Deposit) EMD	Rs.10,00,000/-
Schedule – I	General Information
Schedule – II	Eligibility Criteria of Bidders
Schedule – III	Scope of work
Schedule – IV	Instruction to Bidder
Schedule – V	General Terms and conditions
Schedule – VI	Technical specification & Tech Bid
Schedule – VII	Financial Bid
Pre Bid Meeting	Dated 24.03.2026 at 11:30 AM at Corporate Office.
Contact Person	Mr. Mritunjay Kumar, Dairy Operation, Mobile:8863009999 project@omfed.com
Last date and time for submission of tender document	Dated 06.04.2026 up to 17.00 Hours
Date & Time for opening of Tender	Dated 08.04.2026 at 15.00 Hours at OMFED Corporate Office, Bhubaneshwar.
Address for communication	Managing Director, OMFED Orissa State Cooperative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar – 751 007. (Odisha)

SCHEDULE – I

DETAILED NOTICE INVITING TENDER GENERAL INFORMATION

01. Introduction: -

The Odisha State Cooperative Milk Producers' Federation Ltd.,D-2, Saheed Nagar, Bhubaneswar (hereon referred as “OMFED”) invites online tender through “e”-procurement of Govt. of Odisha web portal <http://tenderodisha.gov.in> **for 07 years** contract for supply of Steam by establishment, operation and maintenance of different capacity 10 TPH of Solid Multi Fuel Fired Bio Mass Boiler on Built Operate, Own and Transfer (BOOT) basis in Omfed Dairy , Arilo , Govindpur from the reputed manufacturers, Suppliers, Service Providers , consortium partners having experience in supply of steam by way of establishment, operation & maintenance of Multi Fuel Boiler on BOOT basis.

The location address of the dairy plants with capacity and tentative requirement of steam is as below, however the interested bidder is encouraged to visit the dairy plant for making on spot assessment of establishing the Steam Boiler and their requirement and accessories for the required purpose.

S L	Name of the Dairy Plant	Capacity	Estimated Requirement of Steam
1	OMFED DAIRY, Arilo-Govindpur, District , Cuttack Odisha -754006 omfeddairy@omfed.com	5 LLPD Dairy & 20 MT Powder Plant with 60TL UHT Plant	Average 50,000 – 1,10,000 kg steam per day

Instruction for Participation

Part 1: Technical Bid

The bidders shall upload the required eligibility & technical documents with the Technical Bid through online portal at <https://tendersodisha.gov.in>.

Part 2: 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 inclusive of GST & all other taxes as applicable.

CONDITONS:

- 1) The tender is published for Omfed Dairy, Arilo. work order shall be issued only to lowest bidder.
- 2) Pre-bid meeting will be on **Dated 24.03.26 at 11:30 AM** at Corporate Office.
- 3) Site visit can be seen on any working day during office hours in office of the undersigned.
- 4) **Conditional tenders** will not be entertained & are liable to be **rejected**.
- 5) In case the day of opening of tenders happens to be a holiday, the tenders will be opened on the next Working day.
- 6) The time and place of receipt of tenders and other conditions will remain unchanged.
- 7) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 9) The jurisdiction of court will be at Bhubaneswar Courts only.

LIST OF UNITS OF OMFED

SL. NO.	NAME OF THE DAIRY	ADDRESS	Our Existing Boiler capacity	REMARKS
1.	OMFED DAIRY, CUTTACK	OMFED DAIRY, Arilo-Govindpur, District, Cuttack Odisha -754006 omfeddairy@omfed.com	1. 8.0 MT 2. 8.0 MT 3. 12.0 MT	Fully functional

SCHEDULE – II

1.0 ELIGIBILITY CRITERIA OF BIDDER

- i. The bidder should have at least 02 (two) years of working experience in BOOT (Build, Own, Operate and Transfer) system in the field of like Food & Processing Industries/ Pharmaceutical Industries/ Dairy & Beverage Industries/ Textile & Dairy Industries/ Automobile Industries etc. Relevant documentary proof / agreements for the last two years must be attached.
- ii. The bidder or its associate company or its Director/Partner should have experience in operation and maintenance of biomass briquette fired boiler on BOOT basis in any State in India for a minimum period of 02 years, with at least one boiler of minimum 1 MTPH capacity.
- iii. The bidder's company or its associate company or its Director/Partner must upload scanned copies of agreements / work orders for at least one BOOT-based boiler installation, which they have installed and are currently operating in India. Relevant supporting documents must be submitted as proof.
- iv. The bidder must submit an affidavit on non-judicial stamp paper declaring that the Director(s) / Partner(s) possess the relevant experience. A self-affidavit may also be submitted as additional supporting document.
- v. The average annual turnover of the bidder should not be less than Rs. 5.00 Crore during the last three financial years (2022–2023, 2023–2024 and 2024–2025).
- vi. The bidder shall furnish copies of Income Tax Returns (ITR) for the assessment years 2023–2024 and 2024–2025 and 2025–2026.
- vii. The bidder shall provide a copy of their Permanent Account Number (PAN) issued by the Income Tax Department.
- viii. The bidder must have a valid GST registration certificate.
- ix. The bidder must submit all relevant supporting documents as mentioned above, failing which the bid may be treated as non-responsive.
- x. The bidder should enclose an undertaking with regards to non-black listing by any Govt. or Semi – Govt or PSU or Cooperative Institutions.

2.0 Bid Validity:

- i) The tender should be kept valid for a period of 120 days from the date of opening.
- ii) The rates ordered by OMFED and accepted by the contractor shall be firm till all the obligations of the contractor, under the contract, are fulfilled to the satisfaction of OMFED.

3.0 Scope of Work on the part of the Bidder

a) Successful Bidder shall ensure uninterrupted supply of Steam to concerned dairy plant as per requirement on daily basis for a period of 07 years as per the cost of steam per Kg agreed upon as per terms of tender and or order.

b) Successful Bidder shall have to install solid multi fuel Biomass boiler with civil work within 6 months in the premises of the Dairy Plant through its own investment. The boiler

with its movable and immovable asset will be transferred at no cost to OMFED after the project tenure is over.

c) Successful Bidder shall be doing the O&M of solid multi fuel Biomass boilers for a period of 07 years. All expenditure with regards to manpower requirement, fuel expenses, legal requirement, O&M of the boilers and backup boiler shall be in the scope of bidder.

d) All spares and consumables required for the operation of the boilers shall be in the scope of the successful bidder. The successful bidder shall maintain sufficient spares.

e) Successful bidder shall maintain the backup boiler for redundancy and continuous supply of steam to OMFED Dairy. All the requirement of fuel, manpower expenses, legal requirement required for the operation of the backup boiler shall be in the scope of the successful bidder.

f) All the statutory obligations with regards to installation and O&M of the boilers shall be in the scope of the successful bidder.

04. Scope of Work- on the part of OMFED Dairy Plant

a. Optimum Land required for the installation of boiler and Storage of Solid Biomass will be provided by the concerned Dairy Plant at free of charge.

b. Raw Water/soft water required for the operation of boiler will be provided by the Dairy but bidders must have to install softener.

c. OMFED Dairy will only pay for the steam consumed by the dairy plant. There will be no minimum guarantee of steam consumption by the dairy. The steam flow meter shall be the basis of billing and shall be installed on the side of the boiler and near the Plant where PRS is installed (Two Flow Meter Unit). The billing will be done through the meter installed near the PRS.

d. Arilo Dairy Plant is equipped with three boilers, i.e., two numbers of 8 TPH and one number of 12 TPH. As boiler operation is mandatory, our in-house boilers will be operated for maximum 8 days, while the BOOT system boiler will be operated for 22 days.

05. Estimation of Boiler Plant

The Bidder shall submit the tentative cost of investment for capacity of Boiler, which will be considered only for the purpose of indicative value and it will be considered only for the assessment of cost of Steam per kg offered in this Financial Bid. This cost is anticipated for (a) Supply, installation & commissioning of Steam Boiler (Electromechanical part) (b) Civil construction for Installation of boiler & (c) civil

construction work for storage of biomass / fuel oil tank. The breakup of the cost of establishment of the Steam Boiler is required only for the purpose estimated investment and their capability of investment with their resources.

Functional Requirement: -

The participating bidders should understand that steam is required for various process like milk dairy plant, upcoming Ice cream plant, 20 MT Powder Plant and UHT plant at Arilo Dairy Plants, the boiler to be installed should be Solid multi-fuel Bio Mass fired boiler and should be able to operate on the following solids: -

100% Biomass Briquette

100% Biomass Pellets

50% Agri waste material

Combination of above fuel

Boiler should have least maintenance period of Boiler and boiler efficiency should not go down when at 40% load.

The steam requirement depends on the availability of milk in the upcoming seasons in the plant, hence the requirement will vary from time to time, however bidder has to analyses the estimated requirement of steam and shall consider the installation of adequate capacity of the Steam Boiler. However, considering the full capacity of the plant and full capacity utilization, the steam requirement would be 4000 – 9,000Kg/hr with steam pressure of 17-19 Bar. It may be noted that steam requirement may decrease/increase as per milk flow in plant and is fluctuating year-round.

06. EARNEST MONEY DEPOSIT:

a) Cost of tender paper Rs 11,800/- including GST & EMD of Rs.10,00,000/- shall be deposited through online portal at <https://tendersodisha.gov.in>.

b) The bid security is required to protect the OMFED against the risk of bidder's conduct, which would warrant the security's forfeiture.

c) The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal.

d) 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.

e) The EMD of the successful Bidder shall be returned after furnishing the Performance Security.

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

g) Performance Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs only) for Arilo plant shall be deposited by the successful bidder in shape of Demand Draft or NEFT in favour of OMFED drawn on any Nationalized Bank payable at Bhubaneswar No interest will be paid against the Security Deposit.

8. Deduction from Bill.

For any loss of quality of services/damage of furniture or fixtures due to his negligence shall be deducted from monthly bill during the contract period.

9. Penalty:

In the event of bidder fails to execute the work within the scheduled period, OMFED reserves the right to impose the penalty as decided by the Authority and also forfeit the EMD/Security Deposit.

10. Disputes:

- The Federation and the bidder shall make every effort or solve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, OMFED will be final & binding incase the disagreement or dispute if not resolved by mutual negotiation.
- Legal dispute if any, concerning to this job shall be subject to the court having jurisdiction at Bhubaneswar.

SCHEDULE – IV
INSTRUCTION TO BIDDER

(1.0) General Information's/ Guidelines for Bidders: -

(1.1) Should a bidder finds discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should address to the authority inviting tender in the pre-bid meeting only for clarification. Every Endeavour is made to avoid any errors which can materially affect the basis of the tender, but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof. The decision of OMFED, Bhubaneswar shall be final and binding on the tenderer in this respect.

No request/clarification regarding tender terms/specification will be entertained mid-way other than in pre-bid meet as defined above.

(1.2) while quoting the rates, the bidders are advised to consider all factors of any fluctuations in the market rates, etc. No claims will be entertained on this account after acceptance of the tender.

(1.3) If a tenderer withdraws his offer after submission of his tender, fails to start the work in accordance with the instructions of the OMFED, the Earnest money deposited by him may be forfeited without prejudice to any other remedy available to the company under the contract.

(1.4) The earnest money deposit is also liable to be forfeited in case OMFED, Bhubaneswar. feels that the tender is not bonafide or the tenderer modifies or revokes the tender during the period the tenders are kept open. The decision of OMFED, Bhubaneswar whether a tender is bonafide or not, is final and conclusive, and is binding on the bidder. The earnest money is also liable to be forfeited in case the tenderer produces false information or documents to take the tender.

(1.5) Conditional tenders (in Price bid or technical bid) will be liable for rejection. OMFED, Bhubaneswar reserves the right to accept or reject the tenders with deviation. Request/demand for modifications/changes in Technical or Price bid after submission of bids will not be accepted. In both these cases, the EMD of the tenderer will be forfeited. Tenders, which are incomplete, otherwise considered defective and tenders not in accordance with tender conditions laid down by OMFED, Bhubaneswar are liable to be rejected.

(1.6) Tenders NOT COMPLETE IN ALL REPECTS as detailed in the tender document are liable to be rejected.

(1.7) This Tender Document shall be deemed to form an integral part of the contract to be entered for this work.

(1.8) The acceptance of the tender rest with OMFED, Bhubaneswar. OMFED, Bhubaneswar does not bind to accept the lowest tender. All tenders, in which neither of the prescribed conditions are fulfilled or are incomplete in any respect, are liable to be rejected.

(1.9) The contract is nontransferable & cannot be subcontracted. If found breach is found, the contract will be cancelled right away.

Note for consideration of the bidders:

1. Tender to be submitted on or before the due date & time.
2. No correction / editing in the content of tender document downloaded from website is permissible in case any modification / editing is noticed the tender will be rejected summararily.
3. OMFED, Bhubaneshwar reserves the right to issue / accept any tender, in part or in full or to reject any or all tenders without assigning any reason thereof. Issuance of document shall not be automatically construed qualification of intending tenders.
4. Bidders are advised to keep in touch/visit with the “e”-procurement of Govt. of Odisha web portal <http://tenderodisha.gov.in> for further corrigendum/ amendment if any, on the tender till last date of issue of tender. All further notification would be done through Omfed website only.
5. The bidder applying for tender, shall furnish the credentials as asked in tender document for Pre-Qualification & Technical Qualification.
6. Email / Fax/registered/hand submitted offer will be rejected.
7. The bidder’s responsibility for this contract shall commence from the date indicated in the order/Letter of acceptance of the tender.
8. During the contract, the bidder shall be responsible for making good of all defects or damages which are due to defective workmanship / use of substandard materials at free of cost. If the bidder fails to make good such defects or damages even after intimation to him within a reasonable time. Plant shall get the same rectified as deemed fit at the bidder’s risk and the expenditure incurred by OMFED along with penalty (whatever decided by OMFED) shall be recovered from any bills or deposits of the bidder either pertaining to this contract or from any other contracts with OMFED/ Union/Unit.
9. Words imparting the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
10. If there are varying or conflicting provisions made in any one of the documents forming part of the contract, OMFED, Bhubaneshwar shall be the sole deciding authority with regard to the intention of the document and OMFED decision in this respect shall be final and binding.
11. The tenderer shall not increase his quoted rates. In case OMFED, Bhubaneshwar negotiates for reduction of rates. Such negotiations shall not amount to the cancellation or withdrawal of the original offer and the rates originally quoted shall be valid for a period of 180 days from the date of opening of tenders.
12. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to be rejected.
13. These instructions to tenderers shall be deemed to form an integral part of the contract.
14. 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.

15. 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.

16. Acceptance of work, Signing of Contract, Submission of Security Deposit & Start of work.

(i) Technical bid acceptance will be notified on e-tender web site. OMFED, Bhubaneswar will send the successful bidder the order copy & execute Contract agreement incorporating all agreements between the parties. The order copy also forms part of the contract document, and you are requested to sign the order copy sent in confirmation of your concurrence and return it to the office of the Managing Director, OMFED. within 10 days of order, failing which it would be deemed that you are not interested in the work and action as per contract conditions will be taken.

(ii) The Bidder shall submit the contract of agreement along with the security deposit on a stamp paper of Rs. 1,000/- in a prescribed form duly signed by the Authorized Official to Managing Director. OMFED.

(iii) The earnest money deposit submitted along with the tender by the successful bidder will be converted into Security Deposit and shall be returned after successful execution of contract during contract period. Unsuccessful bidder's EMD will returned as per provisions of e-proc2 website through www.tenderodisha.gov.in web site.

17. CONDITIONAL TENDERS: -

All conditional tenders / quotes which are in contravention to OMFED, Bhubaneswar contract conditions will be rejected.

In case of non-deposit of EMD & Cost of Tender Documents, the Bid shall be rejected.

In case of non-qualification or non-submission of the required documents as per PQ criteria, the Bid may be rejected.

However, an undertaking to be is to be given in technical bid that no conditions are imposed in their bid

SCHEDULE – V
GENERAL TERMS & CONDITIONS

(1.0) General Notes

SI no	Description
a	For operation of boiler - Providing safety articles like helmets, goggles, gumboots, safety shoes, gloves, soaps, waste cloth etc. for workmen shall be under bidder's scope.
b	Operator to be provided for operation of boiler with all normal tools and tackles e.g., wrenches & spanners (both ring and double ended), adjustable wrenches, pipe wrenches, hacksaw frame and blades, screw drivers, testers and any other tool required for smooth operation of boiler.
c	Applying and obtaining all requisite clearance/ licenses from statutory authorities, including police verification from local Police Station, if required shall be in bidder's scope.
d	Bidder shall comply with all Safety & Environmental Regulations and Requirement of OMFED.
e	All local issues should be taken care of by the bidder for smooth operation of Boiler and OMFED's under no circumstance, should be involved into these.
f	Labor license, if required, shall have to be obtained by the bidders and also all statutory compliance shall be met by the bidders.
g	The rates quoted for supplying the required quantity of steam shall remain firm for the first two (02) years. However, depending on changes in fuel prices, energy charges, wages/salaries, etc., a variation of up to 5% (five percent) in the rates will be allowed every two years during the contract period. This pattern may continue until completion of the contract. The decision to allow any change in rates after every two (02) years shall rest solely at the discretion of OMFED.
h	The duration of the operational activities of boiler may vary, depending upon the actual conditions /requirement of steam.
I	Seeking all approvals from Pollution Control authority, boiler inspectorate and other Government authorities if required shall be in the scope of bidder during contract period and bidder shall be abide by all the norms/take necessary corrective action for its compliance at any point of time during the contract period, wherever required
J	All expenses in obtaining clearance/licenses from respective departments will be in the scope of bidder.

(2.0) Metering and billing: -

- A. The steam flow meter shall be the basis of billing and shall be installed on the side of the boiler by bidders itself and near the PRS, the billing will be done through the meter installed near the PRS, however before installation of steam Flow meter successful bidder will have to submit the (statutory) test /approval certificate of flow meter from concerned authority of the State Government or GOI.
- B. The unit of steam quantity measurement shall be Kilogram of steam.

- C. Billing unit shall be in Rupees per Kg of steam.
- D. Billing shall be on 15 days' basis to OMFED Dairy Plant.
- E. Providing Steam flow meter shall be in the scope of bidder however OMFED may also install a flow meter of its own for cross checking in case any dispute arises. In the event of any disparity in the flow meter reading, flow meter reading installed by plant could be used as reference to resolve the dispute.

(3.0) **Requirement of Land for installation of boiler, Providing power, Water and Fuel for Running of the boiler.**

(3.1) **Land requirement for establishment boiler**

Land required for the execution of the Project in the premises of the plant shall be provided by omfed as per site condition and availability of land and will be handed over to the successful bidder.

For this successful bidder will have to specify the (measurement) size of land required for execution of the project before execution of the agreement /work order to be issued. The landscaping of the boiler station shall be maintained in accordance with the dairy plant sanitary environment and shall match with the design condition of dairy premises. Land shall not be used for any purpose other than specified in this tender document.

(3.2) **Electrical Power**

Electrical Power will be provided for boiler section

(3.3) **Water required for operation of boiler**

- Supply of Raw water/soft water shall be in the scope of the OMFED plant.
- Water softener plant of suitable capacity will be in the scope of bidder.
- Also, a Condensate Recovery water system shall be installed by bidder for reuse of condensate with view to prevent water loss through piping.
- Bidders need to specify the water requirement at the time of tender.

(3.4) **Fuel required for operation of boiler**

- Biomass Briquette /other solid fuel or Agri Waste for running the boiler shall be in the scope of the successful bidder and the bidder shall be responsible for the continuous operation of the boiler. Loading, unloading, transportation and daily handling of solid fuel will be in the scope of bidder.
- Fuel Storage – Nominal Area within the designated premises for storage of solid Fuel shall be provided by OMFED (sufficient to cater 1-month buffer stock). However, minimum 1 (one) months Fuel buffer stock shall be stocked by the successful bidder. Space for the same shall be the responsibility of the bidder.

(4.0) Duration of Contract

- The duration of contract shall be for a period of 07 (Seven) years from the date of Order. After the completion of **07 years** of operation complete boiler (Boiler and all established equipment and machineries & all other auxiliary accessories/systems) shall be handed over to plant. After handover of the entire steam generation unit as detailed above will be owned by milk plant in every respect.
- The contract may be further extended depending upon the requirement till mutually agreed on defined/revised rate, terms & conditions as the boiler will be owned by the omfed after the completion of 07 years of operation.
- The bidder needs to complete the entire mobilization in setting up the boiler obtaining statutory approvals within 6 months of issuance of the Letter of Intent (LoA) or Work Order (WO) whichever is earlier to make the boilers installation functionally complete for the steam generation service.

(5.0) Taxes & Duties

Taxes & duties will be extra if applicable.

(6.2) Payment Terms

- a) Measurement of steam from the steam flow meter will be the basis of billing.
- b) Payment shall be released against 15 days RA bills duly certified by the Maintenance In Charge of the plant will submit to Plant Manager, OMFED Dairy for onwards approval for the payment, bidder need to submit of all statutory and relevant documents and logbook for operation of boiler.
- c) Bills to be submitted on 15 days' basis, which will be verified by the Boiler In-charge Section of unit and payment will be made within 15 days of submission of clear / accepted bill.
- d) All Statutory Deductions shall be made from the bill.

(6.3) Liquidity Damages

If the Bidder fails to complete the service/work or part of service /work as per terms & conditions of the order within the delivery schedule.

S.N.	After Prescribed Time Period	Penalty
1	Till 15 Days	0.5 % Total value of project
2	From 16 Days to 30 Days	1.0 % Total value of project
3	After 30 Days	2.0 % Total value of project

Note: - Negligence in above may lead to cancellation of order. In this case, OMFED shall reserve the right to impose any penalty fine or recover the amount from the Security Deposit.

If the Bidder fails to supply the required Steam as per the demand of the Dairy Plant or the production is being affected due to low production or no production of Steam, and bidder fails to make alternative arrangements, then the cost of compensation shall be recovered from the bidder's Security Deposit and Variable Security Deposit.

(7.0) **Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Bhubaneswar to a sole arbitrator to be appointed by the Managing Director and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by the parties. The award shall be a speaking award stating reason thereof and is final & binding on the parties. The proceeding shall be conducted in English language and court of unit and Court of Jurisdiction shall be the High Court of Bhubaneswar to settle any dispute arising out of this contract.

(8.0) **Jurisdiction**

Notwithstanding anything contained in any other law, the courts in the city of unit headquarter along shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the courts in the city of Bhubaneswar/cuttack only.

(9.0) **Labor Laws & Regulations and statutory approvals, If applicable**

It shall be the responsibility of successful bidder to obtain necessary labour license from the Licensing Authority under the "Contract Labour (Regulation & Abolition) Act, 1980 and Central Rules made there under and produce the same to the Engineering section of plant, before start of the job. Bidder shall also comply with all obligations under the said Act/Rules as well as other applicable labour laws. Licensing Authority shall be Assistant Labour Commissioner (Central), Office of the Regional Labour Commissioner office.

Successful bidder shall also obtain all necessary statutory approvals required for running of boiler viz boiler licenses, pressure vessel licenses, IBR, pollution clearance etc. for running of boiler a submit the same before start of production to Engineering section of plant .

(10.0) **Provident Fund, If applicable**

The provisions of the EPF & MP Act, 1952 and Rules/Scheme framed there under, shall be complied by the bidder for the bidder's manpower to be engaged for this job. Bidder shall furnish the code no. allotted by PF Authority to OMFED.

(11.0) **ESI Scheme**

Bidder shall also comply with the provisions of the ESI Act, 1984 and Rules framed there under in respect of workers to be engaged for this job if applicable. The bidder shall obtain ESI Code No. from the local ESI Authorities for the said purpose and furnish the Code No. allotted by ESI Authorities to the OMFED.

(12.0) Insurance Cover for Workmen

Bidder shall obtain Workmen Compensation policy in respect of bidder's workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act, 1923 and Rules framed there under upon death/disablement of a worker and the same has to be produced to the plant.

(13.0) Safety Regulation

Bidder shall follow safety regulations of Milk unit and relevant Govt. bodies.

(14.0) Pollution Regulation

Bidders are advised to prevent pollution during any job carried out as required by the Environment Policy of the plant. Any deviation will be taken care by Bidders.

(15.0) Validity of bid

The bid shall be kept valid for 120 days from the due date. Validity shall be extended if so, advised by OMFED, Bhubaneshwar.

(16.0) Documents to be submitted at Tender submission

In addition to the pre-qualification document as mentioned the following data / information/ documents is also to be submitted: However, this may not be treated as necessary terms for qualifying in the bid.

- a) Hourly electricity consumption for rated load
- b) Hourly fuel consumption for rated load
- c) No. of operating personnel to be deployed in each shift
- d) Volume of Feed water / Capacity of Feed water tank
- e) Volume of Raw water / Capacity of Raw water tank
- f) Estimate of the Steam Boiler Plant including all cost
- g) Source of Fund arranged or tie up letter
- h) Calculation sheet of Steam in KG for different capacity

(17.0) Right of Acceptance / Rejection

Mere issue of tender document and submission of bids does not necessarily qualify for consideration of bids (OMFED); Bhubaneshwar reserves the right to accept or reject any or all tender either in part or in full without assigning any reason whatsoever.

(18.0) **Project Finance**

The ownership of the equipment shall lie with the successful bidder till the completion of the BOOT contract period and OMFED shall not have any right on the same till the completion of the BOOT contract period. The successful Bidder may arrange project finance on its own and not in the name or using credentials of OMFED or its affiliated OMFED. In no case, OMFED Unit or Union shall be the guarantor for project financing and or Bidder shall be allowed to undertake any guarantee only for those movable assets which are procured / purchased and installed during the installation of the Project. Bidder shall ensure the repayment of any business loan taken for the purpose of this project before handing over to OMFED or its Unit and Unions.

SCHEDULE – VI

Technical specification of Boiler

(1.0) FUNCTIONAL REQUIREMENT

The Odisha State Milk Co-operative Federation Limited (OMFED) invites online tender offer for " Contract for Steam Supply by Installing, Operation and Maintenance of 10 TPH Dual fuel fired Boiler on Built, Own, Operate and Transfer (BOOT) basis" for a period of 07 years" Steam Boiler shall be required for our OMFED. The detailed scope of work and other terms & conditions are as under: Providing Boiler Unit on BOOT basis including all accessories, statutory approval, setting up the boiler plant and running the unit for steam generation required for Dairy Plants.

Supply of fuel, maintaining spares, consumables, etc. shall be part of the system (Scope of successful bidder) to make it a complete steam generation unit for un-interrupted supply the steam to meet the requirement of steam in OMFED.

(2.0) The technical specification of required boiler shall be as follows: -

Sl no	Description	Required specification
1	Capacity of Boiler unit	10,000 Kg/ hr
2	Temperature of Steam	290°C (max)
3	Design Pressure	24 Kg/Cm ² (Max)
4	Working Pressure: (Min)	10.5 to 21.0 Kg/Cm ²
5	Fuel to be use	Solid fuel (Briquette/Pellet/Agri waste)
6	Type of Boiler	Water cum Smoke Tube
7	Quantity Requirement of steam for process	50,000 – 1,10,000 kg per day (depending upon season & may increase/decrease as per requirement)

(3.0) Scope of Supplier / Bidder's work

Supply of necessary equipment and providing uninterrupted supply of steam of required capacity & quality for our dairy plant along with all machinery, manpower, consumables, maintenance and fulfilling all statutory requirements.

Scope shall include supply, erection, testing & commissioning of uninterrupted generation and supply system of steam complete in all respect: -

- a. Mobilization of boiler in designated premises.
- b. Equipment, transportation, loading & unloading
- c. Erection of boiler
- d. BAG FILETR as per norms of CPCB/relevant department.

- e. Supply and erection of required specification piping material (pipes, fittings, flanges, gasket), valves and hooking up to PRS.
- f. Insulation of boiler and piping work.
- g. Supply of boiler quality water/pumping arrangement of the same after suitable treatment (Water will be made available by us at one point at site at normal line pressure)
- h. Supply and installation of required water tank.
- i. Transportation, storage and daily handling of fuel for briquette fired boiler
- j. Necessary piping of steam line with insulation
- k. Supply, installation and erection of chimney and hook up
- l. All Electrical connection
- m. Arrangement of hydro testing for boiler and testing up to required pressure as per IBR guideline
- n. Preparation of isometric drawing of total steam pipelines with all accessories as per IBR guideline
- o. Statutory Approval from Boiler Authority and other statutory bodies (as applicable)
- p. Appointing Trained Boiler Operator having valid certificate and other manpower for operation and maintenance of boiler.
- q. Necessary preventative and breakdown maintenance and descaling of boiler wherever required including all parts/spare parts.
- r. lifting, transportation and ash disposal outside the premises of dairy.

(4.0) Accessories / Spares/ Consumables (scope of bidder)

- a. Raw & Treated water storage tanks as required
- b. Water Feed pump with motor
- c. Water supply/treatment plant to meet soft water requirement of boiler
- d. MS Chimney with flue gas ducting of minimum 33 m height or as per norms of CPCB/relevant department.
- e. Steam line with insulation, valves, tapping, drain, steam trap etc. with pressure reducing valves, if required
- f. Safety cutouts – high temp. and low temp. safety control, low water cutout alarm etc.
- g. All consumables, spares, lubricants as required to run the unit as per process requirement is in scope of bidder.

ERECTION & COMMISSIONING

Sl No	Description	Responsibility	Remarks
1.0	ERECTION OF BOILER & EQUIPMETS		
1.1	Providing erection tools, tackles, hoists, derricks, slings, scaffolding, rigging tools, welding sets, instruments, appliances, consumables required for erection, inspection, testing and commissioning to accomplish the work.	Bidder	At site
1.2	IBR approval at site	Bidder	
1.3	Radiography of joints as per IBR	Bidder	Steam line
1.4	Unloading at site	Bidder	At site
1.5	Pre-commissioning check, Commissioning of system	Bidder	At site
1.6	Local conveyance, boarding & lodging	Bidder	
1.7	Site storage	Bidder	Land shall be provided by OMFED
1.8	TRANSPORTATION & Insurance	Bidder	
1.9	Supervision of Erection & Commissioning	Bidder	At site

TERMINAL POINTS

Sl no	Description	Up to
1	Feed water	At one point near HRU /feed water service tank
2	Steam	Outlet of main stream stop valve.
3	Blow down / drains	Drain as per design
4	Exhaust steam / Air Vent/Bag Filter	As per norms of CPCB/SPCB
5	Electricals -	Inlet & outlet terminals of boiler MCC for LT power Terminal points of individual motor- for motors

TECHNICAL DATA

(To be furnished by Bidders in techno commercial bid)

Sl no	Description	To be furnished / specified by bidders
A	Boiler	
1	Design Capacity, Pressure, Temperature	
2	Operating Capacity, Pressure, Temperature	
3	Efficiency of boilers (NCV basis)	
4	At 100 % loading	
5	At 85 % loading	
6	At 50 % loading	
7	At 40 % loading	
8	At 30 % loading	
9	At 20 % loading	
10	Outlet steam condition	
11	Turn down ratio	
12	Heat Recovery Units (HRU) Considered	
13	Feed water quality recommended	
14	Flue gas temperatures	
15	At outlet of boiler	
16	At outlet of Economizer	
17	At outlet of Heat Recovery Units	
18	Flue gas outlet temperature	
19	Connected Load (kW)	
20	Boiler + Auxiliaries Systems, Fans, Pumas etc.	
21	Fuel Handling System + Ash Handling system	
22	Total Connected Load (kW)	
B	FURNACE	
1	Combustion system [Zone wise Combustion & Air to Fuel Ratio Control]	
2	Technology Used	
3	MOC of Grate Bars [High Chromium]	
4	Avg. life of Grate Bars	
5	Speed Control (Zone wise)	
6	Frequency Control	
7	Air to Fuel Ratio Control (PLC controlled)	
8	Percentage of Un-burnt in ash	
9	Max. Moisture that can be handled	
10	Refractory (Minimum Refractory with no Brick work)	
11	Fuel feeding System	
12	No. of passes in Furnace design	

Sl no	Description	ned / specified by bidders
13	No. of safety alarms & interlocks	
14	Back Fire Safety (Mechanical & Electrical)	
15	Valves (Piston valves)	
16	Heat Transfer Area (Sq. meter)	
17	Shell	
18	Membrane Panel Assembly	
19	Economizer	
20	Auxiliary Equipment, BOP & Chimney:	
I	Blower / Fan details:	
a	FD Fan Capacity	
b	Type of FD Fan	
c	Drive Type	
d	RPM & KW	
II	ID Fan	
a	ID Fan Capacity	
b	Type of ID Fan	
c	Drive Type	
d	RPM & KW	
III	Secondary FD fan	
a	Type of SA Fan	
b	Drive Type	
c	RPM & KW	
IV	Feed water pumps	
b	No of pumps	
c	Type of pump	
d	Material of Construction	
e	Capacity in Flow and head	
f	Motor HP	
V	Chimney	
Sl no	Description	To be furnished / specified by bidders
a	Height of Chimney	
b	Corrosion Allowance	
c	Top Diameter	
VI	Air Pollution Control:	
a	Air Pollution Control Equipment's	
b	Temperature withstand capacity	
C	Emission Norms [100 mg/Nm ³]	
VII	Fuel Handling System:	
VIII	Ash Handling System:	
a	Bottom Ash Quantity	
b	Fly Ash Quantity	
c	Bed Ash Handling equipment's	

d	Fly Ash handling equipment's	
e	Ash Silo	
IX	Automation:	
a	Application software's license copy along with software back-up for PLC and SCADA.	
b	Combustion Control system	
c	Draft & Oxygen Control system	
d	Control panel PLC	
e	Efficiency monitoring system (BS 845 Indirect method based)	
f	Single Element Drum level control system	
g	Online Dust Monitoring system	
h	No. of safety interlocks	
X	Electricals	
a	MCC Panel	
b	Power Distribution panel	
c	Compressed air system	
XI	Battery limits / Exclusion if any	

SCHEDULE - V

APPLICATION – TECHNICAL BID

1. Name of Bidder : _____
2. Cost of Tender Paper : _____
3. Name of Proprietor / Partner / Director : _____ along
with proof as authorized person _____ to sign the
document & deed etc. _____

4. Full Address of Registered Office : _____
Telephone No. : _____
E-mail Address : _____
5. Full address of Operating Office.
: _____
Telephone No. : _____
FAX No. : _____
E-mail Address : _____
6. Name & telephone no. of Authorized
7. / person to liaise with Unit(s) : _____
8. PAN / GIR No. : _____ (Attach attested
copy)
9. GST Registration No. : _____ (Attach attested
copy)
10. Performance/ experience (Minimum 5 Year essential)
Copy of certificate enclosed) : _____
11. Additional information, if any: (Attach separate sheet if required)

**Signature of Bidder with
Seal**

Date:
Place:

SCHEDULE - VII
FINANCIAL BID TO BE SUBMITTED
(for reference only)

(A) SUPPLY OF STEAM BY OPERATION AND MAINTAENANCE OF STEAMING UNIT ON BOOT BASIS

Sl no	Descriptions	To be filled by Bidders
1	Name of the Firm	
2	Name of Contact Person	
3	Designation of contact person	
4	Contact Details	
5	Address	
6	Mobile No.	
7	Mobile No.	
8	E-Mail address	

SL. NO.	NAME OF THE WORK	RATE PER KG STEAM SUPPLY Including GST & all taxes
1.	Supply of Steam by Operation and Maintenance of 10.0 MT Boiler Steaming Unit on BOOT Basis for OMFED Dairy, Cuttack	
	Applicable GST	
	Total	

N:B: The bidder shall submit their offer as per given BOQ format provided at online portal <https://tendersodisha.gov.in>.

Name and Address of the bidder with seal.

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director / authorized signatory of M/s. _____, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of Bidder Name:

Seal:

DECLARATION

(Not blacklisted)

Dear Sir,

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)

Name

Date:

Address for Correspondence:

Seal of the Bidders

The contents of agreement format is deemed to be part of the tender document and is liable on both sides.

FORMAT / DRAFT of Steam Purchase Agreement on BOOT basis

Draft BOOT AGREEMENT

between

M/s _____

(OMFED) _____

acting through its authorised Officer on this behalf

AND

Successful bidder M/s

For

Design, Build, Operate and Transfer of Boiler for dairy plant as per Annexure - I

STEAM PURCHASE AGREEMENT

This Steam Purchase Agreement (this "Agreement") is effective upon execution by both M/s _____ (Dairy plant /unit) _____ and ABC Ltd. ("Bidder"). The (OMFED) _____ and Bidder together shall be known as the "Parties" or, individually, as the "Party". Party want to Contract for" for a period of 07 years.

WHEREAS Bidder is in the business of operating and maintaining solid fuel fired boiler; and

WHEREAS OMFED _____ owns and operates dairies ("(OMFED Dairy) _____ Facility"); and

WHEREAS OMFED distributes and sells milk and milk products at retail for use by its customers; and

WHEREAS Bidder has agreed to supply steam to _OMFED by doing Operation and Maintenance of 8 TPH solid fuel(as per annexure I of tender document) multi fuel fired Boiler on Built, Own, Operate and Transfer (BOOT) basis to be constructed at the cattle feed premises, which will be owned by Bidder but will be subsequently transferred to OMFED after 07 years ; and

WHEREAS OMFED desires to purchase the required steam from Bidder and Bidder desires to supply OMFED with all or substantially all of its steam requirements.

WHEREAS,

- A. OMFED wants to reduce its cost of production of steam
- B. OMFED wants to use green fuel for operation
- C. OMFED wants to be competitive in the market
- D. OMFED wants to implement CPCB norms

- E.** OMFED currently uses PNG gas for boiler operation
- F.** OMFED had, carried out initial project development work in connection with the Project (as hereinafter defined). The Request for Proposal of which this Agreement forms a part has been approved by the Committee prior to commencement of bid process.
- G.** OMFED, Bhubaneswar of behalf of its affiliated OMFED had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Concessionaire for implementing the Project.
- H.** OMFED, Bhubaneswar, after evaluating the aforesaid Proposals, accepted the Proposal submitted by the Concessionaire and issued Letter of Acceptance No. _____ dated. _____ to the Concessionaire for developing the Project for its dairy plant.
- I.** _OMFED hereto is required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.
- J.** Design, Build, Operate and Transfer of biomass briquette fired boiler at OMFED Dairy, Arilo-Govindpur.
- K.** Supply steam by operating and maintaining the biomass briquette fired boiler till the period of agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, _OMFED and Bidder, each intending to be legally bound, hereby agree as follows:

Article 1

DEFINITIONS

- 1.1** "Agreement" shall mean this Agreement, and include any amendments hereto made in accordance with the provisions hereof.
- 1.2** "Applicable Law" shall mean all laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project / the Concessionaire.
- 1.3** "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement.
- 1.4** "Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cess, electricity, water and other utility charges and encroachments on the Project Facilities.
- 1.5** "Financing Documents" shall mean collectively the documents evidencing Lenders' commitment to finance the Project.

- 1.6** "Proposed Site" shall mean land admeasuring acres bearing Survey number located at (more fully described in Schedule 1) identified and handed over to the Bidder, for the purpose of designing, financing, constructing, operating and maintaining 10 TPH solid fuel fired multi fuel boiler for producing steam during the Delivery Period.
- 1.7** Cost of Steam:
The cost of steam delivered to the OMFED by Bidder during a given Service Year Reconciliations:
- 1.9** Back-Up Boilers:
In case of maintenance/breakdown. OMFED Dairy boiler will operate.
- 1.10** Primary Steam Meter and Back-Up Steam Meter:
- 1.11** Commercial Operation Date (COD):
The date that Bidder certifies in writing to OMFED that Bidder's plant is capable of producing steam in accordance with the material terms and conditions of this Agreement and that Bidder has accepted (subject to customary punch list items that do not affect reliability) all major systems in Bidder's plant from its bidders.
- 1.12** Good Utility Practice:
- 1.13** Those practices, methods and acts that are commonly used in the independent energy industry in the Northeastern portion of the India at the time in question to design, construct, equip, operate, measure, forecast, schedule, test and maintain the relevant facilities and related equipment lawfully and with safety, reliability, efficiency, economy and expedition or, in the absence of such practices, methods and acts, those practices, methods and acts that, at the time in question, in the exercise of reasonable judgment in light of the facts then known, would have been expected to accomplish the desired result consistent with Applicable Law, good business practices, safety, reliability, efficiency, economy and expedition. Good Utility Practice is not intended to require optimum practices, methods or acts, but rather includes a range of acceptable practices, methods or acts that are expected within the energy industry to accomplish the desired results, having due regard for, among other things, preservation of manufacturers' warranties and operating instructions and the requirements of governmental authorities.
- 1.14** Condensate Recovery Water:
- 1.15** Condensate water generated by _OMFED after using the steam supplied by Bidder
- 1.16** **Steam Delivery Point:**
The location where the Bidder's steam flow meter is installed.
- 1.17** Steam Price:
The price for steam sold under this Agreement, as set forth in Schedule.
- 1.18** **Peaceful Possession**
The OMFED hereby warrants that:
- (a) The Sites together with the necessary right of way/way-leaves
 - (i) has been acquired through the due process of law
 - (ii) belongs to, or has been leased to the OMFED and is vested in the OMFED and that the OMFED have full powers to hold, dispose of and deal with the same consistent, interalia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Sites, have no liability

regarding any compensation payment on account of land acquisition or rehabilitation / resettlement of any Persons affected thereby.

(b) The Bidder shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole of the Site during the Active Operations Period, and In the event the Bidder is obstructed by any Person claiming any right, title or interest in or over the Sites or any part thereof or in the event of any enforcement action including any attachment, distrain, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Sites or any part thereof, the OMFED shall, if called upon by the Bidder, defend such claims and proceedings and also keep the Bidder indemnified against any consequential loss or damages which the Bidder may suffer, on account of any such right, title, interest or charge.

1.19 Financing Arrangement

(a) The Bidder shall at its cost, expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

(b) The OMFED shall endeavor to obtain the carbon credits for the Project by adopting the greenhouse gas mitigation measures. The benefits of such carbon credits, if and when available, shall be kept with OMFED.

1.20 Drawings

(a) Preparation of Drawings

(i) The Bidder shall in any event be solely responsible for the adequacy of the Drawings.

(b) Review of Drawings

- a. The Bidder shall promptly and in such sequence as is consistent with the Construction Requirements, submit a copy of each of the Drawings to OMFED.
- b. By forwarding the Drawings to OMFED pursuant to the preceding clause the Bidder shall be deemed to have represented that it has verified and determined that the Drawings forwarded are in conformity with the Construction Requirements.
- c. The Bidder shall be responsible for delays in meeting the Construction Requirements caused by reason of any Drawings not being in conformity with the Construction Requirements, and shall not be entitled to seek any relief in that regard from OMFED.
- d. The Bidder shall in consultation with OMFED finalize an implementation schedule for the Project in accordance with the Construction Design, Build, Operate and Transfer of 10 TPH solid fuel fired Boiler

1.21 Project Implementation: Construction Works

- (a) The Bidder shall adhere to the Construction Requirements and achieve COD on or before the Scheduled Project Completion Date.
- (b) The Bidder may undertake Construction Works by itself or through a Bidder possessing requisite technical, financial and managerial expertise

capability; but in either case, the Bidder shall remain solely responsible to meet the Construction Requirements.

(c) The Bidder shall, before commencement of Construction Works have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project, to deal with OMFED and to be responsible for all necessary exchange of information required pursuant to this Agreement; construct, provide and maintain a reasonably furnished site office accommodation at the Proposed Site.

(d) For the purposes of determining that Construction Works are being undertaken in accordance with the Construction Requirements and O&M Requirements, the Bidder shall with due diligence carry out all necessary and periodical Tests in accordance with the Construction Requirements and O&M Requirements. The Bidder shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

(e) All Tests shall be conducted in accordance with Construction Requirements. If the Tests are successful and the Project Facilities can be safely and reliably opened for operation, the Bidder shall issue Readiness Certificate. Provided, notwithstanding that certain works or things forming part of Construction Works are not complete, if following Tests, the Bidder determines that the Project Facilities can be safely and reliably opened for operations, the Bidder may issue Provisional Readiness Certificate.

1.22 Project Implementation:

Operation and Maintenance

(a) The Bidder shall operate and maintain the Project Facilities in accordance with the O&M Requirements.

(b) The Bidder shall remain solely responsible to meet the O&M Requirements. Design, Build, Operate and Transfer of 10 TPH solid fuel fired boiler The Bidder shall, during the Active Operations Period;

(i) have requisite organization and designate and appoint suitable officers / representatives as it may deem appropriate to supervise the Project, to deal with OMFED and to be responsible for all necessary exchange of information required pursuant to this Agreement;

(ii) construct, provide and maintain a reasonably furnished site office accommodation at the Proposed Site;

(iii) The Bidder shall maintain proper record of all Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.

(iv) conduct all Tests to ascertain compliance with Construction Requirements and O&M Requirements.

1.23 Land Use:

The Concessionaire shall ensure optimum utilisation of the Site and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities.

1.24 General Obligations

The Concessionaire shall at its own cost and expense:

- (a) investigate, study, design, construct/ renovate, operate and maintain the Project Facilities in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Delivery Period;
- (c) comply with Applicable Law governing the operations of solid multi fuel 10 TPH boiler unit at all times during the Delivery Period;
- (d) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies OMFED against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall OMFED be treated as employer in this regard;
- (f) Bidder will make its own arrangements for construction materials and observe and fulfil the environmental and other requirements under the Applicable Law and Applicable Permits;
- (g) Will be responsible for all the health, security, environment and safety aspects of the Project at all times during the Delivery Period.
- (h) ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- (i) pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.

1.25 HANDBACK OF PROJECT FACILITIES

The Project is Build Own Operate and Transfer (BOOT) of solid fuel multi fuel fired 10 TPH boiler.

1.25.1 Ownership

Without prejudice and subject to the Agreement, the ownership of the land of Project, shall at all times remain that of OMFED.

1.25.2 Bidder's Obligations

1.25.3 Transfer of the movable and immovable assets by the bidder; after Completion of the Contract i.e. 07 Years to the OMFED

- (a) The Bidder shall at the end of the Contract period hand back vacant and peaceful possession of the Project Facilities to OMFED free of cost and in good operable condition.

(b) OMFED may decide to extend the contract for further period as per provisions of tender document; a letter to this effect shall be given by OMFED. On acceptance of the extension a new contract agreement shall be signed and the work shall continue un- interruptedly with use of same equipment and infrastructure etc.

(C) All Workshops, Communication arrangements etc. and immovable infrastructure/ facilities: On completion of the contract period, the bidder will transfer All Workshop, Communication arrangements etc. and immovable infrastructure/ facilities to _OMFED, in working conditions, free of cost.

1.26 Purchase and Sale of Steam.

OMFED hereby agrees to purchase from Bidder, and Bidder hereby agrees to sell to OMFED, all of OMFED's steam requirements.

1.27 Delivery of Steam.

Steam purchased under this Agreement shall be delivered by Bidder to the Steam Delivery Point, at which point titled to and risk of loss shall transfer from Bidder to OMFED.

Operation of Plant.

1.27.1 Operation/Maintenance of Plant.

Bidder shall operate and maintain the Bidder's plant, or shall cause it to be operated and maintained, in a manner that complies in all material respects with Good Utility Practices, the requirements of CPCB / SPCB and all applicable laws and regulations, permits and insurance requirements. Bidder agrees to operate and maintain the plant, and all other equipment and systems interconnecting with the OMFED's Facility in all material respects in accordance with any applicable manufacturer's specifications. Bidder shall keep records with respect to inspections, maintenance, and repairs thereto consistent with Good Utility Practice. Upon request by OMFED, Bidder shall make available to OMFED during Bidder's regular business hours all plans and records of such inspections, maintenance, and repairs.

1.27.2 Planned Outages.

Bidder may temporarily cease steam production to conduct reasonable, planned maintenance. On or before the Commercial Operation Date, and before the commencement of each additional Service Year, Bidder shall provide to OMFED a schedule of all outages planned for the following Service Year. If Bidder halts steam production for purposes of conducting planned maintenance, Bidder shall provide to OMFED written notice of such planned maintenance thirty (30) days prior to commencing the outage. Such notice shall include a reasonable estimate of the anticipated duration of the outage. Once the outage has begun, Bidder shall keep OMFED informed of the status of the maintenance being undertaken and any changes in the anticipated date on which the Bidder's plant will return to commercial operation. Bidder shall generate Replacement Steam using the Backup Boilers. The Steam Price for all steam during any such period shall be the same as in the service year.

1.27.3 Unplanned Outages.

If Bidder experiences an unplanned outage, it shall notify OMFED of the outage as soon as reasonably possible, but in no event later than two hours of becoming aware of such outage, as well as the reason for the outage. The Bidder shall keep OMFED informed on an ongoing basis of the expected duration of any unplanned outage and any change in the anticipated duration of such outage. In the event of an unplanned outage or reduction in steam output of the Bidder's plant affecting the quantity of steam available for delivery to OMFED or an extended planned outage, Bidder shall take action to restore the plant to normal operation as soon as possible in accordance with Good Utility

Practice. No expenses incurred by Bidder for such purposes shall be included as part of any adjustment to the charges to

OMFED under this Agreement, it being the Parties' intention that all such remedial costs shall be borne solely by the Bidder. Bidder shall generate Replacement Steam using the Backup Boilers. The Steam Price for all steam during any such period shall be the same as in the service year.

1.27.4 Bidder's Failure to Supply Steam.

Without in any way limiting Bidder's obligation pursuant to Section 2.1, during any period when Bidder's plant is unable to deliver sufficient steam to meet OMFED's requirements, OMFED may require that Bidder generate Replacement Steam using the Backup Boilers.

In addition, the OMFED may in its sole and absolute discretion direct the Bidder to generate steam using the Back-Up Boilers. Bidder shall generate Replacement Steam using the Backup Boilers. The Steam Price for all steam during any such period shall be the same as in the service year.

1.28 Reconciliation. - Annual Reconciliation.

Within sixty (60) days of the end of each Service Year, OMFED and Bidder shall reconcile and offset amounts due to each other. At the end of the Delivery Term, the Annual Reconciliation will be completed no later than sixty (60) days after the expiration of the Delivery Term.

Article 2 : MODIFICATION TO OMFED'S REQUIREMENTS

OMFED shall provide written notice to Bidder of any anticipated changes of more than ten percent (10%) on an annual basis in OMFED's estimated requirements for steam as soon as practicable upon OMFED 's learning of such occurrence, but in no event later than within fifteen (15) days of such modification, in accordance with the Notice section of this Agreement. Such notices shall not create a binding obligation on the OMFED to purchase such quantity of steam, but are intended to assist Bidder with its own planning efforts.

Article 4: BILLING

4.1 Billing.

Bidder shall deliver an invoice to OMFED weekly setting forth the steam delivered to OMFED during the previous week, with the total amount due to the Bidder. (OMFED) will remit full payment for each invoice to Bidder within fortnight (15) calendar days following the date of the applicable invoice.

Article 5: STARTUP AND TESTING

Bidder shall coordinate with OMFED a schedule for testing of Bidder's plant, and Bidder shall not cause any disruption of OMFED's operations. Bidder shall be responsible for all fuel costs associated with any use of Bidder's plant before the Commercial Operation Date. OMFED shall not be responsible to pay for any steam produced by Bidder's plant before the Commercial Operation Date. During erecting and commissioning, bidders have to pay the electricity bill at the time of installation of the Boiler. Electricity bill for steam generation (like running of motor or heater etc) in boiler have to paid by Bidder in every month. Electricity Bill in Boiler section for fan and tube light will be paid by OMFED. The Testing shall include all steps necessary to allow OMFED to determine that the steam

delivered by Bidder meets the specifications set forth on Schedule 1 and is otherwise reasonably satisfactory to OMFED. Upon request, Bidder shall provide OMFED with a copy of the results of any testing.

Environmental Compliance

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects, policies and guidelines related thereto. The Bidder shall obtain and maintain from time to time all necessary clearances from the CPCB/BPCB or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

Article 6: METERING

6.1 METERING

There shall be two (2) meters located at the Steam Delivery Point. The meters shall be of a type that is commonly utilized by utilities and/or other providers of thermal energy for such purpose and shall be good quality, mass flow meters, that are pressure and temperature compensated.

6.2 The Primary Steam Meter shall be a meter installed and maintained by Bidder and shall be owned by and be the property of the OMFED. we will install a Back-Up Steam Meter at its expense. The meters shall be installed in such a manner that they transmit hourly data regarding steam flows to OMFED and Bidder via electronic means in such manner as is reasonably acceptable to both OMFED and Bidder.

6.3 Reading of Meters.

6.3.1 Procedure.

The meters installed pursuant to the terms of this Agreement shall be read by Bidder on the last business day of each month. Such readings shall be for the purpose of determining the net steam output delivered to OMFED since the immediately preceding readings. OMFED may have a representative witness the readings and Bidder shall make a good faith effort to coordinate with OMFED to arrange a mutually convenient time for the readings to occur. Bidder shall keep a record of all information obtained at the time of the readings including, but not limited to total kgs, maximum and minimum kg/hr, maximum temperature and pressure, alarm set points, number of times and hours temperature limits exceeded, and hourly flow readings for entire month.

6.3.2 The Primary Steam Meter reading shall be used for billing purposes and secondary meter will be for comparison of the steam

6.3.3 Seals.

The meters shall be secured and sealed. Neither Party shall break the seal to the meter without affording the other Party a reasonable opportunity to be present. A written notice delivered at least 48 hours in advance shall be deemed to be a reasonable opportunity for purposes of this provision.

6.3.4 Repair, Replacement, Recalibration of Metering System.

Any repair, replacement, or recalibration of the Primary Steam Meter / Backup meter shall be performed by the Bidder at the Bidder's expense; provided, however, that the OMFED shall have the right to oversee any such repair, replacement or recalibration. Bidder shall maintain a factory calibrated spare meter in stock on its premises. The spare meter assembly maintained by the Bidder shall include the primary device, pressure and temperature transmitters and a flow totalizer /computer.

6.3.5 Meter testing.

6.3.5 The bidder shall calibrate the meter that is owned by it on an annual basis and shall Bench Test such meter at least once every two (2) years. Calibration of the steam flow meters shall be carried out on location through in place instrumentation adjustments.

6.3.6 Metering or Billing Disputes. If the Parties fail to agree on a correct meter reading or dispute any invoice for payment or the calculation of amounts due on the Annual Reconciliation, the Party disputing the meter reading or bill shall pay the undisputed amount in a timely manner and the disputed matter shall be resolved according to the terms and conditions detailed in Article 19 of this Agreement. Any over or under payment, as determined pursuant to Article 19, shall be paid or refunded, as the case may be, with interest @18% annually.

Article- 7 : STEAM PRICE

7.1 **Steam Price.**

The price (Rs. per Kg.) for steam purchased by the OMFED under this Agreement. Any payments, credits, or other benefits having economic value to the Bidder that are created by the sale of steam to the OMFED shall be applied to reduce the price of steam charged to the OMFED. These benefits include, but are not limited to, renewable energy credits, greenhouse gas credits, and combined heat and power credits. Prices shall be firm for 02 years in a stretch.

7.2 Escalation

The rates quoted for supplying the required quantity of steam shall remain firm for the first two (02) years. However, depending on changes in fuel prices, energy charges, wages/salaries, etc., a variation of up to 5% (five percent) in the rates will be allowed every two years during the contract period. This pattern may continue until completion of the contract. The decision to allow any change in rates after every two (02) years shall rest solely at the discretion of OMFED.

Article- 8 : TERMS

8.1 Delivery Term / Delivery Period.

The Delivery Term shall commence on the Commercial Operation Date and shall end on the date that is Seven (07) years thereafter unless extended or terminated early as provided herein.

8.2 Delivery Term Extensions.

OMFED may, at its sole option, extend the Delivery Term for up to three (3) years by giving the Bidder written notice of such extension at least one (1) year prior to the expiration of the Delivery Term.

Article 9: TITLE AND RISK OF LOSS

Title to and risk of loss of all steam shall pass from Bidder to OMFED at the Steam Delivery Point. Each Party shall indemnify, defend, and hold harmless the other Party from any Claims arising from any act or incident relating to title to the steam occurring during the period when control and title to the steam is vested in such Party. "Claims" means all claims or actions, threatened or filed, and whether groundless, false or fraudulent, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement. The provisions of this Article shall survive termination of this Agreement.

Article 10: TAXES

Statutory taxes and liabilities like EPF, ESIC and all other employee related taxes and duties shall be paid by the bidder. Bidder shall pay income tax imposed on or with respect to sale of steam. All other taxes shall be extra if applicable

Article 11: PROJECT FINANCE

Project Finance

The ownership of the equipment shall lie with the successful bidder till the completion of the BOOT period and OMFED Limited shall not have any right on the same till the completion of the BOOT period. The successful Bidder shall mortgage the equipment for project finance. OMFED understands that project finance is needed for execution of the project and shall give NOC to this work.

Article 12: ASSIGNMENT

12.1 Bidder may assign this Agreement in whole or in part with the prior written consent of the OMFED, which consent shall not unreasonably be withheld; provided that any such assignee shall agree in writing to be bound by the terms and conditions hereof, and subject to a favorable credit and operational capability review by OMFED.

Article 13: REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations, Warranties, and Covenants of (OMFED).

OMFED represents, warrants, and covenants to Bidder as follows:

13.1.1 OMFED represents and warrants that this Agreement, when executed and delivered by OMFED, will be its legal, valid, and binding obligation enforceable against OMFED in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally.

13.1.2 The execution and delivery of this Agreement have been duly authorized by OMFED, and such execution and delivery and the performance by OMFED of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection with

OMFED's execution or performance of this Agreement.

13.1.3 OMFED is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to do business;

13.1.4 OMFED has all regulatory authorizations, permits and licenses necessary to legally perform its obligations under this Agreement;

13.1.5 There is no litigation, claim or judicial or administrative proceeding of any nature, pending or, to OMFED's knowledge, threatened against or affecting OMFED, which if decided against it would be reasonably likely to materially or adversely affect the operation of OMFED's business or its ability to satisfy its obligations under this Agreement.

13.2 Representations, Warranties, and Covenants of Bidder. Bidder represents, warrants, and covenants to OMFED as follows:

13.2.1 Bidder represents and warrants that this Agreement, when executed and delivered by Bidder, will be its legal, valid, and binding obligation enforceable against Bidder in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally.

13.2.2 The execution and delivery of this Agreement have been duly authorized by Bidder, and such execution and delivery and the performance by Bidder of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection with Bidder's execution or performance of this Agreement.

13.2.3 Bidder is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to do business in the State of New Hampshire;

13.2.4 Bidder has all regulatory authorizations, permits and licenses necessary to legally perform its obligations under this Agreement;

13.2.5 There is no litigation, claim or judicial or administrative proceeding of any nature, pending or, to Bidder's knowledge, threatened against or affecting Bidder, which if decided against it would be reasonably likely to materially or adversely affect the operation of Bidder's business or its ability to satisfy its obligations under this Agreement.

13.2.6 Bidder covenants that all steam sold by it to OMFED under this Agreement shall meet the specifications set forth on Schedule 1.

Article 14: **INSURANCE**

14.1 Bidder shall furnish at its own cost and expense, and maintain in full force and effect at all times during the term of this Agreement, insurance policies:

- a. The bidder shall at its cost and expense, purchase and maintain by due re-instatement or otherwise,

during the Delivery Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practice. The Concessionaire shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to OMFED whenever requested for.

b. Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Bidder towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Bidder may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Bidder shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

c. Un-insurable Risks

If during the Delivery Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/re-instated in respect of such risk, the Bidder shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

14.1.12 Boiler and Machinery insurance and Business Interruption insurance shall be carried to cover temporary boiler rental or whatever other costs are necessary to provide steam service in case of major breakdowns or equipment failure.

14.2 Insurance Termination. The Bidder's policy of commercial general liability insurance shall not be terminated, canceled or materially reduced in coverage without at least thirty (30) days' prior written notice to OMFED; provided such notice shall be ten (10) days in the case of a failure to pay premiums.

14.3 Waiver of Subrogation. Each Party releases and waives on behalf of itself and on behalf of the insurers of such Party's property, any and all claims and any rights of subrogation of any such insurer against the other Party, its employees (if any) and agents for loss sustained from any peril to property required to be insured against herein, whether or not such insurance is actually in force, or from any peril to property actually insured against, though not required to be under this Agreement. The policies of the respective Parties shall contain an express waiver of subrogation to this effect.

14.4 Depreciation cost of the boiler and accessories will be calculated as per state government law.

Article 15: **INDEMNIFICATION**

15.1 Indemnification by Bidder.

In addition to any indemnification provisions located elsewhere in this Agreement, Bidder shall

indemnify, protect, defend, and hold harmless

OMFED, its parent, subsidiaries, and affiliated entities, and its and their respective members, directors, officers, employees, and agents (the "OMFED Indemnitees"), from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including reasonable attorneys' fees, court costs, and other expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency, or other similar proceedings, and other expenses (collectively, "Indemnifiable Claims") arising from or connected with: (a) any breach by Bidder of any provision hereof or the inaccuracy of any warranty or representation made by Bidder herein, (b) any act or omission to act by Bidder directly or indirectly related to its performance of this Agreement constituting negligence or reckless or willful misconduct, and (c) any act or omission relating to steam produced by Bidder prior to the passage of title to the OMFED.

15.2 Indemnification by OMFED.

OMFED shall indemnify, protect, defend, and hold harmless Bidder, its parent, subsidiaries, and affiliated corporations, and its and their respective members, directors, officers, employees, and agents (the "Bidder Indemnitees"), from and against any and all Indemnifiable Claims arising from or connected with: (a) any breach by OMFED of any provision hereof or the inaccuracy of any warranty or representation made by OMFED herein (b) any act or omission to act by OMFED directly or indirectly related to its performance of this Agreement constituting negligence or reckless or willful misconduct, and (c) any act or omission relating to steam delivered by Bidder after the passage of title to the OMFED, except such claims as may arise from any breach by Bidder of the specifications set forth on Schedule 1.

15.3 Indemnifiable Claims.

Each Party shall give the other party prompt notice of any Indemnifiable Claim brought against it coming within the purview of these indemnities. Within five (5) business days after receipt of such notice, the indemnitor shall undertake the defense of each such Indemnifiable Claim with counsel satisfactory to and approved by the indemnitee, which approval shall not be unreasonably withheld. If the indemnitor fails to undertake and sustain the defense of any Indemnifiable Claim in the manner required by this Section 15.3, the indemnitee may engage separate counsel, pay, settle, or otherwise finally resolve such Indemnifiable Claim for the account and at the risk and expense of the indemnitor. Any payment, settlement, or final resolution otherwise by the indemnitee shall release the indemnitor from liability for such Indemnifiable Claim. If the indemnitor undertakes the defense of an Indemnifiable Claim in the manner required by this Section 15.3, the indemnitee may, at its own expense, engage separate counsel and participate in the defense of such claim. In such event, the indemnitee agrees to reasonably cooperate and assist in the defense of such claim.

Article 16: NOTICES

All notices to any Party hereunder shall be in writing and shall be given to the Parties at the addresses set forth below: If to Bidder:

Notice by hand delivery prior to 5:00 PM local time is deemed received the day on which it was hand-delivered. Notices by overnight mail or courier are deemed delivered upon receipt. Either Party may change its address by providing written notice of such change.

Article 17: Force Majeure

17.1 Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- (a) **earthquake, flood, inundation and landslide**
- (b) **storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances**
- (c) **fire caused by reasons not attributable to the Concessionaire or any of the employees, Bidders or agents appointed by the Concessionaire for purposes of the Project;**
- (d) **acts of terrorism;**
- (e) **strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Bidder**
- (f) **action of a Government Agency having Material Adverse Effect including but not limited to**
- (i) **acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project/Project Facilities or any part thereof or of the Concessionaire's or the Bidder's rights in relation to the Project,**
- (ii) **any judgement or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Bidder in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and**
- (iii) **any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Bidder's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Bidder as the case may be is bound.**
- (g) **Early determination of this Agreement by MCD for reasons of national emergency or national security.**
- (h) **any failure or delay of a Bidder caused by any of the sub-clauses (f) and (g) hereinabove, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Bidder.**

(i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Bidder caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Bidder.

17.2 Notice of Force Majeure Event

(a) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify Independent Consultant and the other Party of the same setting out, inter alia, the following in reasonable detail:

- (i) the nature and extent of the Force Majeure Event;
- (ii) the estimated Force Majeure Period;
- (iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- (iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- (v) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

(b) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall along with the Independent Consultant, meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:

- (i) assess the impact of the underlying Force Majeure Event,
- (ii) to determine the likely duration of Force Majeure Period and,
- (iii) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

(c) The Affected Party shall during the Force Majeure Period provide to the other Party and the Independent Consultant regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

17.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its

obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) **due notice of the Force Majeure Event has been given as required by the preceding Clause 17.2;**
- (b) **the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;**
- (c) **the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;**
- (d) **when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Independent Consultant written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;**
- (e) **the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and**
- (f) **any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.**

17.4 Termination due to Force Majeure Event

(a) Termination

If a Force Majeure Event, excluding events described under Clauses 17.1(f), 17.1(g) and 17.1(h), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Clauses 17.1(f), or 17.1(h), and the same subsists for a period exceeding 365 days, then either Party shall be entitled to terminate this Agreement.

Provided that MCD may at its sole discretion have the option to terminate this

Agreement any time after the occurrence of any event described under Clauses 17.1(f) or 17.1(h).

Bidder and OMFED shall make reasonable efforts to avoid Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Neither Party shall be entitled to the benefit of the provision of Force Majeure to the extent the performance is affected by any and all of the following circumstances: (i) the sole or contributory negligence of the party claiming excuse; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of its covenants and obligations with reasonable dispatch; or (iii) economic hardship.

(b) Termination Notice

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out;

- (i) in sufficient detail the underlying Force Majeure Event;**
- (ii) the Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;**
- (iii) the estimated Termination Payment including the details of computation thereof and;**
- (iv) any other relevant information.**
- (v) In the event of termination notice initiated from successful bidder side, the security money deposited by bidder will be forfeited.**

(c) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) the Termination Payment, if any, payable by OMFED in accordance with the following clause (d) is paid to the Concessionaire on the Termination Date and**
- (ii) the Project Facilities as detailed in tender document are handed back to _OMFED by the Bidder on the Termination Date free from all Encumbrance.**

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Concessionaire by OMFED in accordance with the following:

- (i) If Termination is due to a Force Majeure Event, described under Clauses 17.1(a) to 17.1(e), no Termination Payment shall be made by OMFED to the Concessionaire but, the Concessionaire**

shall be entitled to receive and appropriate

- (a) the proceeds of any amounts under insurance policies and
- (b) If Termination is due to the occurrence of any event described under Clauses 17.1(f), 17.1(g) or 17.1(h), OMFED shall pay to the Concessionaire Termination Payment will be decided amicably on the Book Value as on the Date of Termination Notice. The Concessionaire would also be allowed to appropriate the amounts in the Post Closure Performance Account.
- (ii) If Termination is due to the occurrence of any event described under Clause 17.1(i), OMFED shall subject to the certification of Independent Consultant, pay to the Concessionaire, Termination payment will be decided amicably on the Book Value including depreciation as on the date of Termination Notice.
- (iii) Liability for other losses, damages etc.

Neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

17.5 Change in Law

- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - (i) The enactment of any new Indian law including laws related to environment;
 - (ii) The repeal, modification or re-enactment of any existing Indian law
 - (iii) A change in the interpretation or application of any Indian law by a court of record.

Provided that Change in Law shall not include:

- (i) Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
- (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
- (iii) Any change in the rates of the Taxes.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Costs, and OMFED shall subsequently reimburse to the Concessionaire 50% of such Additional Costs, provided such additional cost is not less than Rupees Seventy-Five lakhs.
- (c) Upon occurrence of a Change in Law, the Concessionaire may, notify OMFED and the

Independent Consultant of the following:

- (i) The nature and the impact of Change in Law on the Project**
- (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law**
- (iii) The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost**
- (iv) The relief sought by the Concessionaire**
- (d) Upon receipt of the notice of Change in Law issued by the Bidder pursuant to preceding sub-clause, OMFED and the Bidder shall along with the Independent Consultant hold discussions and take all such steps as may be necessary including determination/certification by the Independent Consultant of the quantum of the Additional Cost to be borne and paid BY OMFED**
- (e) OMFED shall within 30 days from the date of determination of quantum of Additional Cost, provide relief to the Bidder in the manner as mutually agreed upon by the Parties.**

ARTICLE 18:

18.1 EVENTS OF DEFAULT AND TERMINATION

18.2 Events of Default

Event of Default shall mean either Bidder Event of Default or OMFED Event of Default or both as the context may admit or require.

(a) Bidder Event of Default

a) OMFED at any time may terminate the contract by giving written notice to the bidder.

If the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OMFED.

If it is proved that the Bidder is intentionally and deliberately violating the provisions of the contract.

b) OMFED requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, OMFED defines for the purposes of this provision, the terms set forth as follows:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of the contract to the detriment of OMFED, and includes collusive practice

among Bidders (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive OMFED of the benefits of the free and open competition.

c) If the bidder indulges in Corrupt or Fraudulent Practices, it gets disqualified for tendering or OMFED may at any point of time terminate the contract by giving written notice to the Bidder, even after the work is started, 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.

d) In case of failure to clarify or improve the work to the utmost satisfaction of OMFED, letter of termination will be sent to the bidder.

e) If the order /contract is cancelled / terminated after commencing the work, on account of the reasons and / or failure of the Bidder to perform up to the standard as evaluated, Bidder shall;

- Hand over the entire infrastructure, sheds, cabins built, services provided by the service provider, in the premises given by OMFED to an authorized representative of (OMFED); without any compensation.
- Hand over vehicles, equipment, procured for use immediately again to an authorized representative of OMFED; without any compensation.

OMFED may/shall assign the entire work and its set up to the next willing bidder or any other company or individual for operations of the services along with infrastructure, places and all vehicles and equipment acquired from the Bidder, at the risk and cost of the bidder.

Any of the following events shall constitute an Event of Default by the Bidder ("Bidder Event of Default") unless such event has occurred as a result of one or more reasons set out in this agreement:

- (i) The Bidder has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Independent Consultant, is likely to delay achievement of COD beyond 60 days of the Scheduled Project Completion Date;
- (ii) The Bidder has failed to achieve COD within 60 days of the Scheduled Project Completion Date for any reason whatsoever;
- (iii) At any time during the Concession Period, the Bidder fails to adhere to the Construction Requirements or O&M Requirements and has failed to remedy the same within 20 days;
- (iv) The Bidder has failed to make any payments due to (OMFED) and more than 30 days have elapsed since such payment default;
- (v) The Bidder is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 days;
- (vi) Any representation made or warranty given by the Bidder under this Agreement is found to be false or misleading;
- (vii) A resolution for voluntary winding up has been passed by the shareholders of the Bidder;
- (viii) Any petition for winding up of the Bidder has been admitted and liquidator or provisional liquidator

has been appointed or the Bidder has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of OMFED, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Bidder under this Agreement.

- (ix) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- (x) The Bidder has abandoned the Project Facilities;
- (xi) The Bidder has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (xii) The Bidder has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
- (xiii) The bidder fails to supply the required steam demand in spite of working of makeup boilers, suitable penalty may be imposed to overcome the incurred losses accrued to OMFED.
- (b) OMFED Event of Default
 - a) The Bidder may at any times request for termination of the contract if desired on default on the part of OMFED; such as nonpayment of bills or resistance from citizens and it does not get resolved by OMFED, by giving written communication to OMFED, the Bidder may hand over the vehicles, equipment, bins, and fixed assets created by them to OMFED.
 - b) In case of termination /cancellation of the contract after commencing the work when OMFED asks to do so on account of OMFED 's inability to continue, all the infrastructure, vehicles, equipment, containers brought by the Bidder may be taken over by the OMFED; if requested by the Bidder; at the mutually agreed rates.

Any of the following events shall constitute an event of default by OMFED ("OMFED Event of Default"), when not caused by a Bidder Event of Default or Force Majeure Event:

- (i) OMFED has failed to make any payments due to the Bidder and more than 180 days have elapsed since such default;
- (ii) OMFED is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 (ninety) days of receipt of notice thereof issued by the Bidder;
- (iii) OMFED has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (iv) OMFED has unreasonably withheld or delayed grant of any approval or permission which the Bidder is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse

Effect;

- (v) Any representation made or warranties given by the (OMFED) under this Agreement has been found to be false or misleading.

18.2 Termination due to Event of Default

(a) Termination for Bidder Event of Default

- (i) Without prejudice to any other right or remedy which OMFED may have in respect thereof under this Agreement, upon the occurrence of a Bidder Event of Default, OMFED shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement in the manner as set out under this agreement.

Provided however that upon the occurrence of a Bidder Event of Default as specified under this agreement, OMFED may terminate this Agreement by issue of Termination Notice in the manner set out under this agreement.

- (ii) If OMFED decides to terminate this Agreement pursuant to relevant clauses, it shall in the first instance issue Preliminary Notice to the Bidder. Within thirty (30) days of receipt of the Preliminary Notice, the Bidder shall submit to OMFED in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Bidder's Proposal to Rectify"). In case of non-submission of the Bidder's Proposal to Rectify within the said period of 30 days, OMFED shall be entitled to terminate this Agreement by issuing Termination Notice,
- (iii) If the Bidder's Proposal to Rectify is submitted within the period stipulated therefore, the Bidder shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Bidder fails to remedy/cure the underlying Event of Default within such further period allowed, OMFED shall be entitled to terminate this Agreement, by issue of Termination Notice

(b) Termination for OMFED Event of Default

- (i) Without prejudice to any other right or remedy which the Bidder may have in respect thereof under this Agreement, upon the occurrence of OMFED Event of Default, the Bidder shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the Bidder decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to OMFED. Within 30 days of receipt of Preliminary Notice, OMFED shall forward to the Bidder its proposal to remedy/ cure the underlying Event of Default (the "(OMFED) Proposal to Rectify"). In case of no submission of OMFED Proposal to rectify within the period stipulated therefore, Bidder shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If OMFED Proposal to Rectify is forwarded to the Bidder within the period stipulated therefore, OMFED shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however OMFED fails to remedy/ cure the underlying Event of Default within such further period allowed, the

Bidder shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

If a Party is having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

(d) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- (ii) the termination payment, if any, payable by (OMFED) in accordance is paid to the Bidder on the Termination Date; and
- (iii) the Project Facilities are handed back to OMFED by the Bidder on the Termination Date free from any Encumbrance along with any payment that may be due by the Bidder to OMFED.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

(f) Termination Payments

Upon Termination of this Agreement on account of (OMFED) Event of Default, the Bidder shall be entitled to withdraw the Performance Security, if subsisting, and receive from OMFED, termination payment equal to 100% of the Book Value as on Termination Date and amounts in the Post Closure Performance Account.

Upon Termination of this Agreement on account of Bidder Event of Default, Bidder shall be entitled to receive from OMFED termination payment equal to 80% of the Book Value as on the Termination Date.

18.3 Rights of OMFED on Termination

- (a) Upon Termination of this Agreement for any reason whatsoever, OMFED shall upon making the Termination Payment, if any, to the Bidder have the power and authority to:
- (i) enter upon and take possession and control of the Project Facilities i/e vehicles, workshop etc. forthwith;
 - (ii) prohibit the Bidder and any person claiming through or under the Bidder from entering upon/ dealing with the Project Facilities;
- (b) Notwithstanding anything contained in this Agreement, OMFED shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Bidder in connection with the Project, and the hand back of the Project Facilities by the Bidder to OMFED shall be free from any such obligation.

18.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

Article 19: **RESOLUTION OF DISPUTES**

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

The court at Bhubaneshwar alone shall have exclusive jurisdiction.

Article 20: **LIQUIDATED DAMAGES**

The Bidder and OMFED understand and agree that it would be extremely difficult if not impossible to quantify the value of the damage incurred by OMFED if Bidder were to deliver steam that does not meet the specifications set forth on Schedule 1. Nevertheless, the OMFED and Bidder have attempted to estimate the potential impact to the OMFED and its facilities if the Bidder were to deliver steam that fails to meet such specifications, and have agreed upon the following as the amounts of liquidated damages to be paid by the Bidder to the (OMFED) for any and all steam delivered that fails to meet such specifications:

Article 21: **CONFIDENTIALITY**

The OMFED understands and agrees that, in order to comply with its obligations under this Agreement, from time to time the Bidder may disclose to the OMFED certain information that constitutes confidential commercial information of the Bidder, and as such is maintained in strict confidence by the Bidder. The public disclosure of such information is likely to cause substantial harm to the Bidder by disclosing to others sensitive competitive information concerning the Bidder's costs or other matters. The (OMFED) therefore agrees not to disclose any such confidential commercial information, if it is designated by the Bidder as such, to any other person or entity, except (1) its attorneys and consultants on a need to know basis only, (2) to any regulatory agency to which such disclosure is required, but then only after giving prior notice to the Bidder and taking all reasonable steps to obtain confidential treatment of such information, and (3) in response to a subpoena or other mandatory legal process, but then only after giving prior notice to the Bidder and taking all reasonable steps to obtain confidential treatment of such information.

Article 22: **MISCELLANEOUS**

22.1 Waiver. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing, signed by the Party against whom it is sought to be enforced. Failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under this Agreement, shall not be construed as a waiver or relinquishment of any right to assert or rely upon any such terms or rights in the future.

22.2 No Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

22.3 Entire Agreement. This Agreement is the final, complete and entire Agreement between the Parties regarding the subject matter hereof, and all prior discussions, negotiations, communications, proposals or agreements, whether oral or written, are hereby superseded. This Agreement may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both OMFED and Bidder.

22.4 Interpretation. The Parties agree that each Party and its counsel have reviewed this Agreement and the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

22.5 Governing Law. This Agreement shall be construed in accordance with and shall be enforceable under the laws of India without regard to conflict of laws principles.

22.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

22.7 Survival. Any sums due from either Party that by the terms hereof would be payable, or are incapable of calculation until, after the expiration or earlier termination of this Agreement shall survive and remain a continuing obligation until paid. Any obligations of either Party that by the terms hereof are to be performed after the expiration or earlier termination of this Agreement shall survive and remain a continuing obligation until performed. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or

unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have caused this Steam Purchase Agreement to be duly executed, delivered and effective upon execution by both Parties

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

Authorized Signatory

Authorized Signatory

CONTRACTOR

ORISSA STATE CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.

In the presence of:

WITNESS:

WITNESS:

1. Signature
Name and address

1. Sign with Name & Designation

2. Signature
Name and address

2. Sign with Name & Designation