



www.omfed.com

The Odisha State Cooperative Milk Producers' Federation Ltd.
D2, Sahid Nagar, Bhubaneswar-751007,
Ph no.- (0674) 2546030/2540276/2540417,
Fax no. – (0674) 2540974
Email Id – omfed@yahoo.com / project@omfed.com

CORRIGENDUM NOTICE

Bid Identification No. :Proj/184/5LLPD Dairy/26
E-tender Id:2026_OMFED_139820_1

Date:13.10.2026

Name of the Work:Design, Supply and Labour job for Installation, Testing and Commissioning of Aseptic Packaging Equipment & Accessories at OMFED Dairy, Arilo-Govindpur, OMFED, Odisha.

The following changes has been made:

- 1. The technical / specification changes as per the discussion in the pre-bid meeting is placed at Annexure – I. Bidders shall quote considering the revised / changed technical criteria.**
- 2. The last date for bid submission is extended till 02.00 P.M. on dt.27.10.2026. The technical bids of the tender will be opened on dt.29.10.2026 at 11:45AM.**
- 3. The payment term has been revised as detailed out below:**
 - 30% advance against submission of Bank Guarantee of 33% of work order value issued from any Nationalized/Scheduled Bank valid till successful completion of project.
 - 50% payment against supply of materials and submission of GST invoice.
 - 20% after successful installation, commissioning and trial run of the plant.
 - Payment shall be released in a maximum of 10 RA bills.
- 4. Evaluation of the tender and award of contract shall be made through the following criteria:**
 - a. TECHNICAL EVALUATION(1stStage):**

Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals. There shall be one presentation and marks shall be awarded as mentioned in the following table. Concept proposal and work plan as per tender shall be submitted by bidder in Technical Proposal as well as Presentation. Date, time & venue of presentation shall be intimated to the bidders after opening of technical bids.

Sl No.	Bid Evaluation parameters	Maximum Marks
1	<p>Minimum annual sales turnover of the bidder should not be less than Rs.50.00 Crore for the last three financial years starting from 2023-2024, 2024-2025 & 2025-26</p> <p>Annual Turnover for last 3 years (Total mark - 25) 100 Crore and above -- 25 marks Rs.50.00 Crore to 100.00 Crore-- 15 marks</p>	25
2	<p>Work experience(Total mark - 15) Five or more than five work experience – 15 marks (work experience in UHT / Aseptic packing machine in of pack size 160 ml, 180 ml & 200 ml)</p> <p>Two to four number experience – 10 marks (work experience in UHT / Aseptic packing machine in of pack size 160 ml, 180 ml & 200 ml)</p>	15
3	<p>Support for packing materials(Total mark - 10)</p> <p>Experience in supply of packing material – 10 marks more than 2 Crore packs / year</p> <p>Experience in supply of packing material – 5 marks less than 2 Crore packs / year</p>	10
4	<p>Guarantee trial run(Total mark - 15)</p> <p>Experience inGuarantee trial runin five or more in UHT / Aseptic plants– 15 marks</p> <p>Experience inGuarantee trial run in four or less in UHT / Aseptic plants– 10 marks</p>	15
5	<p>Technical support during production (Total mark - 10) (for one year after Guarantee trial run period)</p> <p>Technical supportduring production in five or more in UHT / Aseptic plants– 10 marks</p> <p>Technical supportduring productionin four or less in UHT / Aseptic plants– 5 marks</p>	10
6	<p>Experience in automation of UHT / Aseptic plants(Total mark - 5)</p> <p>Experience in automation of UHT / Aseptic plants – 5 marks</p>	5
7	<p>Technical presentation (shall be decided by OMFED tender committee members)</p>	20
	Total	100

Bidders are required to submit relevant documents as per above evaluation criteria.

- i) The total score obtained by the bidder above shall be the technical score (T) of the bidder.
- ii) Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. Applicants should score at least 80 marks for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- iii) The presentation is a part of the technical evaluation. The bidders who satisfy the eligibility criteria shall qualify for presentation and will be intimated the date, time and venue of such presentation at an appropriate date.

a. FINANCIAL EVALUATION (2nd Stage):

The financial proposals of the bidders qualifying the technical evaluation (1st Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

Evaluation Process:

b. Technical Scoring:

In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a **Bidder requires to qualify for opening of the Financial Proposal is 80.**

The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

$$St = 100 \times T / Th$$

in which "St" is the Technical Score, "Th" is the highest Technical Score given, and "T" is the Technical Score of the proposal under consideration.

c. Financial Scoring:

The financial proposals of the bidders qualifying the technical evaluation (1st Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial proposal (Fm) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:

$$Sf = 100 \times Fm / F$$

in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

d. Combined Scoring:

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (0.8); Pw = the weight given to the Financial

Proposal (0.2); T + P = 1) as following:

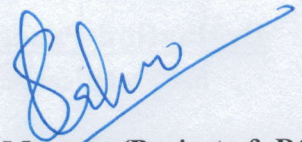
$$S = St \times Tw + Sf \times Pw,$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in this document.

Award of Contract:

After completion of the contract negotiation stage, the OMFED will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be prepared with mutual discussion and approved by OMFED before execution.

All other terms and conditions of the tender remain same.



Dy. Manager(Projects & DO)

Design, Supply and Labor job for Installation, Testing and Commissioning of Aseptic Packaging Equipment & Accessories at OMFED Dairy, Arilo-Govindpur, Cuttack

The following amendments, additions, modifications and deletions shall form an integral part of the tender document. Wherever applicable, the provisions below shall supersede the corresponding provisions of the original tender document. All other terms and conditions shall remain unchanged.

Tender Clause / Reference	Corrigendum / Revised Provision
1. Schedule 3 <i>Bid Security (Earnest Money Deposit)</i>	<p>EXISTING / TENDER PROVISION No provision of EMD amount of successful bidder</p> <p>Revised/ ADDED / DELETED PROVISION The EMD amount of the successful bidder is to be refunded after the bidder furnishes the performance security deposit @10% of the work order value, either in the form of a Bank guarantee valid for 15 months from the expected date of completion of contractor in the form of demand draft of required value in favor of OMFED</p>
2. Schedule 3 <i>Completion Period</i>	<p>EXISTING / TENDER PROVISION Twelve months from the date of issuance of Purchase Order</p> <p>Revised/ ADDED / DELETED PROVISION The agreed date is subject to readiness of utilities, availability of milk at the inlet of packing machine, packaging material and other prerequisites to enable commissioning and performance trial of the machine as per a pre-agreed time schedule. Basis this the machine shall be made ready and put to commercial production within 12 months from the date of confirmed PO and the receipt of advance.</p>
3. Section III <i>4. Use of Contract & Information</i>	<p>EXISTING / TENDER PROVISION SECTION -III. GENERAL CONDITIONS OF CONTRACT 4. Use of Contract and Information 4.3 Any document, other than the contract itself, enumerated in Para. 4.1 shall remain the property of the OMFED and shall be returned (in all copies) to the OMFED on completion of the Supplier's performance under the contract if so required by the OMFED.</p> <p>REVISED / ADDED / DELETED PROVISION SECTION -III. GENERAL CONDITIONS OF CONTRACT 4. Use of Contract and Information 4.3 The OMFED should be responsible for maintaining the confidentiality of any drawings, specifications and other documentations and information proprietary in nature furnished directly or indirectly to OMFED by the Supplier. The OMFED shall only use the same for the purpose of the Contract and shall not disclose any such information to any third party without Supplier's prior written consent. 4.4 This clause shall remain in force throughout the term of this Contract and for a period of 5 years thereafter.</p>
4. Section III <i>5. Patent Rights</i>	<p>EXISTING / TENDER PROVISION GENERAL CONDITIONS OF CONTRACT 5. PATENT RIGHTS The Supplier shall indemnify the OMFED against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof in India.</p> <p>REVISED / ADDED / DELETED PROVISION 35.1.4 Intellectual Property Infringements Supplier's liability for intellectual property infringements is exclusively governed by clause 5.</p> <p>5. PATENT RIGHTS The Supplier shall indemnify the OMFED against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof in India, provided that OMFED promptly notifies the Supplier of such claim and the Supplier is given sole control of the defence and settlement of such claim. This clause 5 constitutes OMFED's sole and exclusive remedy with respect to any third-party intellectual property infringement claim arising out of or in connection with the goods and/or Services.</p>
5. Section III <i>10.1 Insurance</i>	<p>EXISTING / TENDER PROVISION In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/ underwriters and pursue them till settlement. Since the insurance policy will be in our name, if required, we shall give you necessary authorisation letter authorizing you to lodge and pursue claims on our behalf with the carriers/ underwriters. Also you shall have to make good the losses/ damages occurred in transit by making replacement /payment to us in the first instance and if claims are settled by the underwriters and any amounts are realized by us, the amounts thus realized in settlement of claims shall be reimbursed to you. In other words, the prima facie responsibility rests on you for getting compensation of the damage/losses incurred if any, due to all transit hazards</p> <p>REVISED / ADDED / DELETED PROVISION "In the event of any damage to/loss of consignment in transit, it will be supplier's responsibility to lodge necessary claims with the carriers/ underwriters and pursue them till settlement."</p>
6. Section III <i>14 Warranty/Guarantee</i>	<p>EXISTING / TENDER PROVISION 14.2 This warranty / guarantee shall remain valid for 12 months after the goods, or any portion thereof as the case may be, have been delivered, commissioned & handed over to the OMFED after the performance of 10 days trial run period. 14.5 If the Supplier, having been notified, fails to remedy the defects(s) within a period of 30 days, the OMFED may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the OMFED may have against the Supplier under the contract.</p>



Tender Clause / Reference	Corrigendum / Revised Provision
	<p>REVISED / ADDED / DELETED PROVISION</p> <p>14.2 This warranty / guarantee shall remain valid for 18 months after the goods, have been delivered or 12 months from commissioning whichever is earlier.</p> <p>14.5 If the Supplier, having been notified, fails to remedy the defects(s) within a period of 10 days, the Supplier shall refund the Purchaser the proportionate amount of the payment received for the portion of the equipment that was not rectified by the Supplier.</p> <p>14.7 The Supplier warrants that it will perform the Services, or shall ensure that the Services are performed, in a competent, diligent manner and with reasonable care and skill using sound judgement and good engineering.</p> <p>14.8 Any Services which are not performed materially in accordance with clause 14.7 shall be re-performed by Supplier as soon as reasonably practicable provided that (i) the Purchaser notifies Supplier in writing of the claimed non-conformity as soon as reasonably practicable after the non-conformity is or ought to have reasonably been discovered; and (ii) Supplier's obligation to re-perform any Services will be limited to any material non-compliance with clause 14.7 which is discovered during the performance of the Services and for a period of thirty (30) days thereafter.</p>
<p>7. Section III 15.1 Terms of payment For Mechanical equipments</p>	<p>EXISTING / TENDER PROVISION</p> <p>75% Payment after safe arrival of material at site in five RA bills against supply of different components.</p> <p>10% Balance payment after successful commissioning and handing over.</p> <p>All payments are subject to deduction of statutory dues as applicable.</p> <p>PSD @10% of the order value shall be retained & shall be released after one year from the date of handing over subject to satisfactory performance. PSD can be released during retention period against equivalent amount of Bank guarantee</p> <p>REVISED / ADDED / DELETED PROVISION</p> <p>30% advance payment, 50% Payment after safe arrival of material at site</p> <p>20% Balance payment after successful commissioning and handing over.</p> <p>All payments are subject to deduction of statutory dues as applicable.</p> <p>PSD @10% of the order value shall be retained & shall be released after one year from the date of handing over subject to satisfactory performance. PSD can be released during retention period against equivalent amount of Bank guarantee</p> <p>Payment to be done in maximum ten RA bills against supply of different components.</p>
<p>8. Section III 24.2 Penalty for delay</p>	<p>EXISTING / TENDER PROVISION</p> <p>24.1 If the Supplier shall fail to achieve completion of the works within the specified time, then the Supplier shall pay to the OMFED the sum at the rate of 0.5 % (half percent) of the total value of work done under the contract, as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work. The OMFED may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the Supplier. The payment or deduction of such penalty shall not relieve the Supplier from obligations to complete the works, or from any other of his obligations and liabilities under the contract.</p> <p>24.4 Any incremental taxes and levies due to the delay in the performance of the contract by the Supplier shall be to the Supplier's account.</p> <p>REVISED / ADDED / DELETED PROVISION</p> <p>24.1 If the Supplier shall fail to achieve completion of the works within the specified time, then the Supplier shall pay to the OMFED the sum at the rate of 0.5 % (half percent) of the value attributable to the delayed section(s) or sub-section(s), as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work.. The payment or deduction of such penalty shall not relieve the Supplier from obligations to complete the works, or from any other of his obligations and liabilities under the contract.</p> <p>24.4 Deleted.</p>
<p>9. Section III 25 Termination</p>	<p>EXISTING / TENDER PROVISION</p> <p>SECTION -III.</p> <p>GENERAL CONDITIONS OF CONTRACT</p> <p>25.Termination for default</p> <p>25.1 The OMFED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part,</p> <p>(a) If the Supplier fails to delivery an or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the OMFED pursuant to clause 17, 21, & 22;</p> <p>Or</p> <p>(b) If the Supplier fails to perform any other obligation(s) under the contract.</p> <p>25.2 In the event the OMFED terminates the contract in whole or in part, pursuant to Para. 25.1, the OMFED may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to the OMFED for any excess costs for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.</p> <p>25.3 Consequent to such termination of contract, the OMFED shall recover the advance paid, if any, to the Supplier along with interest @ 12 % per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the Supplier.</p> <p>REVISED / ADDED / DELETED PROVISION</p> <p>GENERAL CONDITIONS OF CONTRACT</p> <p>25.Termination for default</p> <p>25.1 Until full and final payment of the Contract Price, either party may terminate the Contract immediately by giving written notice to the other if such party is in material breach of any of its obligations under the Contract which is not remediable, or, if remediable, has failed to remedy it within thirty (30) days of receipt of written notice requiring it to do so; or ceases to do business, or becomes or is otherwise deemed insolvent.</p> <p>;</p> <p>25.2 If the termination of the Contract is due to the Supplier's breach of the obligations under the Contract, OMFED may return the goods and services, a section or any sub-section thereof, by placing it at the disposal of the Supplier. In such event the Supplier shall: (a) bear any of the reasonable cost incurred by OMFED under the Contract; and (b) return to OMFED any instalments already paid on the Contract Price for the returned goods and services, Section or sub-Section</p>

Tender Clause / Reference	Corrigendum / Revised Provision
	<p>thereof. The Supplier shall be entitled to full payment for any non-defective Section or sub-Section of the goods and services completed up to the termination date.</p> <p>25.3 If the termination of the Contract is due to OMFED's breach of the obligations under the Contract, OMFED shall at the Supplier's sole option and request: (a) on its own cost return the goods and services, a Section or any sub-Section thereof, by placing it at the disposal of the Supplier; and (b) indemnify and hold the Supplier harmless for all damages, costs or losses incurred by the Supplier (including any legal expenses due to the termination) and pay adequate compensation for the Supplier's loss of revenue due to such termination. The total amount owed to the Supplier under this clause may be set off against any instalments already paid by OMFED under this Contract for any returned equipment.</p>
<p>10. Section IV 8.1 Third Party insurance</p>	<p>EXISTING / TENDER PROVISION SECTION-IV -SPECIAL CONDITIONS OF CONTRACT ERECTION & COMMISSIONING OF EQUIPMENT 8.1 Third Party Insurance Before commencing the execution of the works the Supplier, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the OMFED, or to any person, including any employee of the OMFED, or by arising out of the execution of works or in the carrying out of the Contract.</p> <p>The Supplier shall, produce to the Engineer/OMFED the policy or policies of insurance and the receipts for payment of the current premiums, as and when required. The terms shall include a provision whereby, in the event of any claim in respect of which the Supplier would be entitled to receive indemnity under the policy being brought or made against the OMFED, the insurer will indemnify the OMFED against such claims and any costs, charges and expenses in respect thereof. Such insurance shall be for an amount not less than Rs.1, 00,000/- per occurrence, with the number of occurrences unlimited.</p> <p>REVISED / ADDED / DELETED PROVISION 8.1 Before commencing the execution of the works the Supplier, but without limiting his obligations and responsibilities, shall insure against his liability for physical damage, loss or injury which may occur to OMFED's Equipment, buildings, third-party property, or to any person, including any employee of the OMFED, or by arising out of the execution of works or in the carrying out of the Contract but only to the extent caused by the negligent acts or omissions of the Supplier, its employees, agents or subcontractors in performing the Contract The Supplier shall, produce to the Engineer/OMFED, reasonable evidence of such policy or policies of insurance as and when required. The Supplier shall maintain such insurance coverage in accordance with the terms and conditions of its applicable insurance policies. Such insurance shall be for an amount not less than Rs.1, 00,000/- per occurrence, with the number of occurrences unlimited Notwithstanding anything to the contrary, Supplier's liability for damage to OMFED property or third-party property arising out of the execution of the works or performance of the Contract shall not exceed amount of INR 10 crores.</p>
<p>11. Section IV 8.2 SPECIAL CONDITIONS OF CONTRACT ERECTION & COMMISSIONING OF EQUIPMENT</p>	<p>EXISTING / TENDER PROVISION SECTION-IV -SPECIAL CONDITIONS OF CONTRACT ERECTION & COMMISSIONING OF EQUIPMENT 8.2 Compensation for accidents or injury The OMFED shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Supplier or any sub-Supplier, save and except an accident or injury resulting from any act or default of the OMFED, his agents, or servants.</p> <p>The Supplier shall indemnify and keep indemnified the OMFED against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Supplier shall insure against such liability with an insurer approved by the OMFED, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works shall, on demand, produce to the OMFED or OMFED's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-Supplier, the Supplier's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub Supplier shall have insured against the liability in respect of such persons in such manner that the OMFED is indemnified under the policy, but the Supplier shall require such sub-Supplier to produce the OMFED or OMFED's representative, on demand, such policy of insurance and the receipt for the payment of the current premium.</p> <p>REVISED / ADDED / DELETED PROVISION SECTION-IV -SPECIAL CONDITIONS OF CONTRACT ERECTION & COMMISSIONING OF EQUIPMENT 8.2 Compensation for accidents or injury The OMFED shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Supplier or any sub-Supplier, save and except an accident or injury resulting from any act or default of the OMFED, his agents, or servants. Supplier shall be liable for any mandatory damages payable under local law due to death or personal injury to the extent caused by Supplier's negligent acts or omissions in fulfilling its obligations under this Contract. Supplier's liability for death and personal injury is exclusively governed by clause 8.2 Compensation for accidents or injury of SECTION-IV -SPECIAL CONDITIONS OF CONTRACT ERECTION & COMMISSIONING OF EQUIPMENT</p>
<p>12. Schedule V Technical Specifications</p>	<p>EXISTING / TENDER PROVISION Printed Rolls or Sleeves. Packing material as per OEM (Minimum One month packing material will be supplied by the OEM which is under the scope OEM)</p> <p>REVISED / ADDED / DELETED PROVISION Minimum 1 month of packaging material to be calculated as per the following is to be supplied by the OEM which is 16 hours of per day operation and 21 days of running days for the month.</p>
	<p>EXISTING / TENDER PROVISION Aseptic Filling machine for packing 160ML and 200ML, (Milk and Other Products)</p> <p>REVISED / ADDED / DELETED PROVISION Filling machine shall be able to produce 160ml, 180ml and 200 ml without change over or with changeover within 30</p>

Tender Clause / Reference	Corrigendum / Revised Provision
	mins and minimum capacity of 9000 packs per hour shall be accepted.
	<p>Downstream packaging scope can also be considered as per OEM: Operating a filling line at a high throughput of 9,000 packs/hour creates an intense flow of filled containers at the discharge end. Scope Inclusion: To ensure seamless line efficiency, maintain target operational overall equipment effectiveness (OEE), and safeguard product integrity, it is vital to automate the secondary packaging process. scope of supply to include</p> <ol style="list-style-type: none"> 1. Automatic Tray Packer 2. Automatic Tray Wrapping Machine (Shrink Wrapper) <p>Including these units within the turnkey line scope should ensure smooth continuous operation, zero manual bottlenecks at peak filler speeds, and optimal total cost of ownership (TCO).</p>
<p>13. Schedule V Battery Limits</p>	<p>EXISTING / TENDER PROVISION No provision in the tender.</p> <p>REVISED / ADDED / DELETED PROVISION Purchaser's Scope - UHT supplier/OMFED shall provide Nitrogen for the purpose of Headspace Injection upto the consumption point in the Aseptic Packaging Equipment. Including piping, supports, fittings, and complete termination Supplier's Scope - Aseptic Packaging Line supplier's scopes shall be limited to Nitrogen distribution inside the machine wherever required. Aseptic Packaging Line supplier shall provide Nitrogen consumption data, consumption point details, during the bidding stage.</p>
<p>14. Appendix III PERFORMANCE TEST & UTILITY CONSUMPTION GUARANTEES</p>	<p>EXISTING / TENDER PROVISION APPENDIX III</p> <p>PERFORMANCE TEST & UTILITY CONSUMPTION GUARANTEES Process performance and consumption guarantees Equipment performance: The satisfactory performance for the equipment/processing plant will be considered achieved if the plant operates above 94% of the rated capacity declared by the supplier in the offer.</p> <p>If performance is between 90% and 94% of the rated capacity, penalty per 1% shall be calculated at 1% of equipment Rs. Value in the contract.</p> <p>If performance is below 90%, the Bidder will be required to upgrade the plant or replace the plant to comply with the above performance criteria. Otherwise the plant will be deemed unacceptable.</p> <p>Services requirement: If measured demand of services in the plant is less than 103% of the consumption declared by the Bidder, the buyer will accept that the service requirements has been achieved.</p> <p>If the requirement of any of the services in the plant is between 103% and 105% of the declared demand, penalty will be charged at 0.33% of Rs. Value of the contract per 1% rise in consumption for each of the services which falls in this category of excessive demand. For the purpose of this calculation, only the main services, steam, power and chilled water will be considered.</p> <p>If the measured demand for services and energy is above 105%, the Bidder will be required to upgrade the plant or replace the plant to comply with the declared performance criteria. Otherwise the plant will be deemed unacceptable.</p> <p>REVISED / ADDED / DELETED PROVISION The criteria/SOP for the purpose of Performance Validation or any other validations, same shall be part of the final bid offer.</p> <p>36. Failure to Reach Agreed Performance Test and Utility Consumption Guarantees</p> <p>36.1 If The goods, section or any sub-section thereof has failed to attain any individually agreed Performance Test and Utility Consumption Guarantees as specified in APPENDIX-III PERFORMANCE TEST & UTILITY CONSUMPTION GUARANTEES in spite of repeated attempts to attain such Performance Test and Utility Consumption Guarantees by the Supplier and if such failure to attain the Performance Test and Utility Consumption Guarantees is solely attributable to The goods, section or any sub-section and not caused by any conditions on the part of OMFED, OMFED is entitled to a reduction of the Contract Price at a rate specified in APPENDIX-III PERFORMANCE TEST & UTILITY CONSUMPTION GUARANTEES subject to a maximum reduction of ten (10) percent of the Contract Price for the relevant section or sub-section</p> <p>36.2 If the actual performance is below the level that gives OMFED the right to return The goods and services, then OMFED may, at its option and instead of the reduction of the Contract Price as described above, put the section that failed to attain its Performance Test and Utility Consumption Guarantees at the disposal of the Supplier against a refund of the Contract Price attributable to such section.</p> <p>APPENDIX III PERFORMANCE TEST & UTILITY CONSUMPTION GUARANTEES Process performance and consumption guarantees Equipment performance: The satisfactory performance for the equipment/processing plant will be considered achieved if the plant operates above 94% of the rated capacity declared by the supplier in the offer. If performance is between 90% and 94% of the rated capacity, penalty per 1% shall be calculated at 1% of equipment Rs. Value in the contract.</p> <p>Services requirement: If measured demand of services in the plant is less than 103% of the consumption declared by the Bidder, the buyer will accept that the service requirements has been achieved.</p> <p>If the requirement of any of the services in the plant is between 103% and 105% of the declared demand, penalty will be charged at 0.33% of Rs. Value of the contract per 1% rise in consumption for each of the services which falls in this category of excessive demand. For the purpose of this calculation, only the main services, steam, power and chilled water will be considered.</p>

Tender Clause / Reference	Corrigendum / Revised Provision
15. Title (ownership) must pass upon full payment. NA	EXISTING / TENDER PROVISION No provision in the tender. REVISED / ADDED / DELETED PROVISION Clause 15.3 - Retention of Title Title to The goods and Services shall remain with Supplier until full payment thereof has been made, and OMFED shall upon Supplier's request sign such documents and act as may reasonably be required in order to protect Supplier's interest in the Equipment or The goods and Services until fully paid. Until title passes, OMFED shall not sell, transfer, lease, rent, charge, pledge or create any lien over The goods and Services, in whole or in part.
16. Right to use customer data NA	EXISTING / TENDER PROVISION No provision in the tender. REVISED / ADDED / DELETED PROVISION GENERAL CONDITIONS OF CONTRACT Clause 4.4 the Equipment and other related activities may generate data on performance and output ("Equipment Performance Data") which is fully available to OMFED. The Supplier may use Equipment Performance Data for providing services, issue resolution, development of upgrades and services and as input to subsequent data evaluation, analyses and benchmarking. The Supplier may under no circumstances disclose Equipment Performance Data to third parties except in an anonymised and/or aggregated form which prevents any data or information from being traced back to its origin or identifying OMFED. The Supplier may keep Equipment Performance Data for the purposes set out herein which permission shall survive termination of the confidentiality undertaking in this Contract. Any data derived by the Supplier from the utilisation of Equipment Performance Data, and for which the form of the information does not allow to trace back the information to OMFED, shall be information belonging to the Supplier
17. Limitation of liability - Indirect and consequential damages NA	EXISTING / TENDER PROVISION No provision in the tender. REVISED / ADDED / DELETED PROVISION 35.1.1 Indirect and consequential damages Supplier will not be liable for any indirect, consequential special, punitive, or incidental damages including but not limited to the following types of losses (whether they are considered as direct or indirect damages or losses), product or raw material losses, loss of profit, loss of revenue, production or operating losses, down time, loss of data, lost sales or contracts, contractual damages or penalties to third parties, loss of opportunity, loss of savings, loss of good will, reputational losses or losses relating to marketing activity arising out of or relating to this Contract even if Supplier has knowledge of the possibility of any such damages and losses and whether contractual or non-contractual. 35.1.5 Any other Supplier's total liability under or in connection with this Contract for any damage or loss, other than as set out in clause 35.1.2 – 35.1.4, suffered by the OMFED due to Supplier's breach of this Contract or in tort, is limited to 20% of the Price. For the avoidance of doubt, any liability for liquidated damages for delay or price reduction for failure to reach agreed Performance Targets shall be included in the limitation stipulated in this clause.
18. Supply Chain Interruption Clause NA	EXISTING / TENDER PROVISION No provision in the tender. REVISED / ADDED / DELETED PROVISION 21.0 Delays in the Supplier's performance Clause 21.4 The parties are aware of the ongoing global supply chain interruptions and constraints, including shortages and delays of semiconductors and other products and materials as well as limited transportation availability and extended lead times. The Supplier has used reasonable efforts in preparing this Contract and relied on information available as of the date hereof. However, OMFED acknowledges that despite such reasonable efforts, the Supplier may not be in a position to timely fulfil all its obligations under the Contract. As a result, OMFED accepts that timetables for the Supplier's performance may have to be extended and waives its rights to remedies for such delays under the Contract and applicable law. The Supplier shall notify OMFED of the delay within reasonable time, including expected duration if such estimation is possible. To the extent the length of a delay can be mitigated, such actions shall be agreed on a case-by-case basis between the parties.

Note: This corrigendum shall be read together with the original tender document and shall prevail to the extent of any inconsistency between this corrigendum and the corresponding provisions of the tender.

