



E - TENDER DOCUMENT

FOR

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

Estimated Cost: Rs. 20 Crore (including GST)

Tender Paper cost : Rs.10,000/- + GST



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

BHUBANESWAR

September-2026

 www.omfed.com	The Orissa State Cooperative Milk Producers' Federation Ltd. D-2, Sahid Nagar, Bhubaneswar-751 007. Ph No- (0674) 2546030/2540273/2540417, Fax No (0674) 2540974
<u>e-TENDER NOTICE</u> OMFED invites techno-commercial offers from experienced bidders for Design, Supply and Labour job for Installation, Testing and Commissioning of Aseptic Packaging Equipment & Accessories at OMFED Dairy, Arilo-Govindpur, OMFED, Odisha. Interested bidders may download the tender document from the OMFED website www.omfed.com only for reference. Bid document will be available in the https://tendersodisha.gov.in from 10.00 AM of dt.01.09.2026 to 2.00 PM of dt.22.09.2026 for bidding. Tender cost of Rs.10,000/-+18%-GST (i.e. Rs.11,800/-) along with E.M.D of Rs.40,00,000/- shall be deposited through online portal at https://tendersodisha.gov.in.The technical Bid shall be opened at 03:00 PM on dt.24.09.2026 in the presence of the interested bidders at OMFED Corporate Office, D/2, Sahid Nagar, Bhubaneswar – 751007 through https://tendersodisha.gov.in. Bids without requisite EMD shall not be considered. Tenderers are requested to visit OMFED website and https://tendersodisha.gov.in regularly as any corrigendum / addendum may be published in OMFED website and not in any other media/ newspapers. OMFED reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason. MANAGING DIRECTOR OMFED	



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

DETAILS

e-Tender for	Design, Supply and Labour job for Installation, Testing and Commissioning of Aseptic Packaging Equipment & Accessories at OMFED Dairy, Arilo-Govindpur, OMFED, Odisha.
Reference No.	Proj/184/5LLPD Dairy/26
Cost of Tender Form	Rs.10,000/- + 18% GST
Schedule-I	Eligibility Criteria
Schedule-II	Delivery Schedule.
Schedule - III	Payment terms & EMD
Schedule - IV	General terms & Conditions
Schedule - V	Commercial Bid.
Schedule - VI	Technical bid
Contact Person	Mr. Sudhansu Sekhar Panda, Dy. Manager (Projects & DO), Mobile: 9437092014
Earnest Money Deposit	Rs 40,00,000/-
Date and time of Pre-bid Meeting	dt.10.09.2026 at 15:00 hours
Last date and time for submission of tender document	dt.22.09.2026 till 14:00 hours
Date & Time for opening of Tender	dt.24.09.2026 at 15:00 hours
Address for communication	Managing Director Orissa State Cooperative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar-751007 (Odisha)

Managing Director

1. INTRODUCTION

The Odisha State Co-operative Milk Producers' Federation Limited (OMFED) have settled a 5LLPD automated dairy plant at ARILO- Govindpur Tehsil – Barang Cuttack– ODISHA. As a part of the project, a 60000 LPD UHT milk processing and Aseptic Filling station has also been set up. An aseptic packaging line for 200ml and 160ml needs to be setup in the existing plant.

The bidder shall be responsible for developing the conceptual design. The process description given in this package is for guidance to the bidders for designing the Aseptic Packaging Line. Bids shall include all the equipment so required and include their complete specifications along with drawings, Literature/brochure, dimensional details, write up etc. It is necessary that the bidders shall submit a systematic and technically clear offer.

All the equipment for the APL (Aseptic Packaging Line) shall be designed, supplied and installed in accordance with the prevailing and applicable standards. The bidder should support for arranging approval from various applicable Indian Statutory authorities on behalf of the Purchaser wherever necessary for the document compliance.

The design and layout of the additional facilities, selection of equipment and services, methodology of plan execution, testing and commissioning shall be carefully planned and executed with the knowledge of normal operational routines of the APL (Aseptic Packaging Line)

The general technical specification of the major components and the ancillary items described in the technical section, its capacities and quantities proposed by the Purchaser are furnished in the 'basis of design' and 'schedule of quantities'. These are only for the guidance of the bidders to quote their prices on comparable basis. However, it shall be construed and understood that bidder is familiar/ acquainted about the nature and the quantum of work involved and has submitted his offer without deviating the basic configuration of the plant. The bidder is advised to visit Arilo Govindpur site before submitting the offer.

PROJECT SITE DETAILS:

Project Authority : Odhisa State Co-operative Milk Producers' Federation Limited (OMFED)

Site Address : 5LLPD dairy plant at ARILO-Govindpur Tehsil – Barang Cuttak– ODISHA

Nearest Railway Station: Cuttack

Nearest Airport : Bhubaneswar

Schedule – I

ELIGIBILITY CRITERIA:

1. The bidder should have minimum 5 years' experience in related field like supply/installation/Erection & commissioning of equipment's of aseptic packaging line of similar or greater capacity.
2. The average 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.

DOCUMENTS TO BE SUBMITTED IN THE BID:

1. Three Purchase orders copy or commissioning report / performance report in support of supply of said machineries and installation during last five years.
2. The bidder should furnish Annual Sales Turnover and Profit & Loss statement of the last three financial years starting from 2023-2024, 2024-2025& 2025-26.
3. The bidder shall furnish a copy of the Income Tax return for the financial year 2023-2024, 2024-2025& 2025-26.
4. The bidder shall also provide their Permanent A/c No. Income Tax (PAN).
5. The bidder must submit copy of GST registration certificate.
6. The bidder must submit proof of all above otherwise tender will be rejected.
7. **Cost of tender paper & EMD shall be deposited through online portal at <https://tendersodisha.gov.in>.**
8. The bidder should enclose an undertaking with regards to non-black listing by any Govt. or Semi-Govt. or PSU or Cooperative institutions.
9. The bidder shall submit their offer as per given BOQ format provided at online portal <https://tendersodisha.gov.in>. The rate shall include freight, packing, forwarding, transit insurance, inclusive of GST / all taxes, duties, royalties etc.

Schedule-II

Delivery Schedule and delivery location:

The bidders must have to deliver the materials within 12months after receipt of Purchase order copy.

Plant Manager,
OMFED Dairy,
Arilo-Govindpur,
Barang, dist.- Cuttack

Email:omfeddairy@omfed.com

Schedule-III

Bid Security (Earnest Money Deposit)

- The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture. The Bidder shall furnish, as part of its bid, **bid security of Rs. 40,00,000/-to be deposited through online portal at <https://tendersodisha.gov.in>**
- The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder.
- The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- No interest will be paid on this deposit for the period during which the EMD is kept with OMFED.
- Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD

PERFORMANCE SECURITY

- Within 15 days of receipt of the notification of award from the OMFED, the successful bidder shall furnish 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 contract (as per the performance security form provided in the bidding document) or in the form of demand draft of required value in favour of OMFED, payable at Bhubaneswar.
- Failure of the successful bidder to comply with the above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OMFED may make the award to the next lowest evaluated bidder or call for new bids.

COMPLETION PERIOD:

- Twelve months from the date of issuance of Purchase Order.

VALIDITY OF OFFER:

- 60 days from the date of opening of commercial bid.

Schedule – IV

1. TERMS & CONDITIONS

- In case the day of opening of tenders happens to be a holiday, the tenders will be opened on the next Working day.
- Suppliers are advised to visit site prior to bidding.
- The offer shall include taxes, duties, royalties, packing, forwarding, freight & transit insurance etc.
- Bidders are not allowed to stipulate any terms and condition of their own beyond the tender terms.
- The bidder has to inform in advance for pre-delivery inspection at its works.

2. Format and signing of bid

The E-procurement system procedure shall be adopted.

3. Submission of bids

The bid document shall be deposited through online portal at <https://tendersodisha.gov.in>.

4. Deadline for submission of bids

The bid document shall be deposited online up to **2.00 PM** on **dt.22.09.2026** through online portal at <https://tendersodisha.gov.in>.

5. Late bids

No bids can be submitted after the deadline for submission through the e-procurement portal.

6. Modification and withdrawal of bids

- The E-procurement system procedure shall be adopted.
- The bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.
- No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity.

7. Opening of Bids by OMFED

The E-procurement system procedure shall be adopted.

The OMFED will open bids, at the online portal <https://tendersodisha.gov.in> on the scheduled date and time. Bidders' representatives who choose to attend, at the time and date specified in the Tender notice, may attend at the online portal <https://tendersodisha.gov.in>.

8. Clarification of bids

To assist in the examination, evaluation and comparison of bids the OMFED may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

9. Preliminary Examination

The OMFED will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the OMFED.

The OMFED may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the Bidder.

10. AWARD CRITERIA

The OMFED will consider award of contract to the successful bidder whose bid have been determined to be substantially responsive and have been determined as the lowest evaluated bid, who is determined to be qualified to satisfactorily perform the contract.

11. OMFED'S Right to Accept Any Bid and to reject Any or All Bids

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

12. Notification of Award

- Within the period of bid validity, the OMFED will notify the successful bidder in writing by registered letter or by cable/ telex/ fax, (to be confirmed in writing by registered letter) that its bid has been accepted.
- The notification of award will constitute the formation of the contract.
- Upon the successful bidder's furnishing of performance security, the OMFED will promptly notify each unsuccessful bidder and will discharge its bid security.

13. Signing of Agreement

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

3.0 Price basis:

3.1 For supply:

The quoted prices for the equipment shall be on FOR destination basis, inclusive of all taxes, including GST, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. The bidder shall, however, provide a break-up of the prices quoted.

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

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

Bidders shall submit separate rates for complete installation, testing and commissioning, including satisfactory performance trial run for 10 days.

Prices quoted should be on FOR destination basis, inclusive of all taxes & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. The Supplier shall be responsible for supply of all sundries / power / fuel as may be required for erection, testing, commissioning & performance trial run for 10 days, including oil and lubricants. However, electrical/ fuel charges during the 10 days period of performance trial run shall be borne by OMFED.

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

4.0 Cost of Bidding

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

B. THE BIDDING DOCUMENTS

5.0 CONTENT OF BIDDING DOCUMENTS

- 5.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

6.0 Clarification of Bidding Documents

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

7.0 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the OMFED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 7.2 The amendment will be notified in writing or by Fax or cable to all prospective Bidders, which have received the Bidding Documents and will be binding on them. The amendment will be attached to the bidding documents sold subsequently.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the OMFED may, at its discretion, extend the deadline for the submission of bids.

8.0 Bid Prices

The bidder shall consider the Bid prices of the goods it proposes to supply under the Contract, on FOR destination basis, inclusive of all taxes & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable. **It is not mandatory on the part of OMFED to procure all the items and quantity as mentioned in the bills of quantity.**

Bidders shall provide the break-up of their offered prices separately in the following manner (when asked after opening of tender).

- (i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all duties / GST and other taxes already paid or payable:
 - On the components and raw material used in the manufacture or assembly of goods quoted ex-factory;
- Or
- The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all duties and sales other taxes already paid or payable on the imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) Any other taxes applicable in India which will be payable on the goods if this contract is awarded;
- (iii) Charges for packing and forwarding, inland transportation, insurance and other costs incidental to delivery of the goods to their final destination; and

(iv) The cost of all incidental services required under the contract.

The bidder's separation of price components in accordance with Para. 10.2 above will be solely for the purpose of facilitating the comparison of bids by the OMFED.

9.0 Fixed Price

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price basis for such goods and services will be treated as non-responsive and rejected, pursuant to clause

10.0 Water for installation:

Water shall be provided by the purchaser at one point within site. Distribution of waterlines from there onward shall be in the scope of bidder. Water for installation and plant testing shall be provided free of charge.

11.0 Electricity for installation:

Bidder to arrange the electricity on its own through their DG set. Bidder shall be responsible for supply & distribution of power for site fabrication, lighting etc. However, if electrical power is provided by the purchaser, recovery shall be made @0.5% of the total purchase order value. The bidder will ensure safe operation of delicate electronic equipment used during construction, such a sorbital welding machine, testing devices etc. to protect against damage from mains supply. In the event of a major power failure in the system, it shall be the responsibility of the Bidder to hire a diesel generator if this proves to be necessary.

SECTION -III.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

2. APPLICATION

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

3. STANDARDS

The quality standard with ISI / BIS/ any other recognized standard shall be preferred.

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

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

4. Use of Contract and Information

- 4.1 The Supplier shall not, without the OMFED'S prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OMFED in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall

be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the OMFED'S prior written consent, make use of any document or information enumerated in para.4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself, enumerated in Para. 4.1 shall remain the property of the OMFED and shall be returned (in all copies) to the OMFED on completion of the Supplier's performance under the contract if so required by the OMFED.

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.

6.0 PERFORMANCE SECURITY

- 6.1 Within 15 days of the Supplier's receipt of notification of award of the contract, the Supplier shall furnish **performance security to the OMFED in the amount of 10% of the contract value, in accordance to clause 31 of the instruction to bidders.**

- 6.2 The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

- 6.3 The performance security shall be denominated in Indian rupees and shall be in the following form:

- a) A Bank guarantee, issued by a Nationalised Bank in India, and in the form provided in the bidding documents.
- b) Demand draft in favour of "Orissa State Co-operative Milk Producers' Federation Limited" payable at Bhubaneswar.

Such Bank guarantee shall be valid up to three months after the expiry of the warranty / guarantee period.

- 6.4 The performance security will be discharged by the OMFED and returned to the Supplier not later than 90 days following the date of completion of the Supplier's performance obligations, including any warranty / guarantee obligations, under the contract.

- 6.5 No interest shall be paid on the performance security deposit by the OMFED.

7. Inspection and Tests

- 7.1 The OMFED or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the contract. The Technical Specifications shall specify what inspections and tests the OMFED shall notify the Supplier in writing of the identity of any representatives, if retained for these purposes.

- 7.2 The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.

- 7.3 The inspections and tests may be conducted on the premises of the Supplier or its subSupplier(s) / at point of delivery and/or at the good's final destination. Where conducted on the premises of the Supplier or its subSupplier(s) / all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the OMFED. In case of any defects or deficiency notified by the OMFED'S inspection authority, the Supplier

will rectify and make good the same without delay and not proceed further processing of such items(s) of goods without obtaining approval from the inspection authority.

- 7.4 Should any inspected or tested goods fail to conform to the specifications/ the OMFED may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the OMFED.
- 7.5 The OMFED'S right to inspect, test and, where necessary, reject the goods after the goods' arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the OMFED or its representative.
- 7.6 Nothing in clause 7 shall in any way release the Supplier from any warranty or other obligations under this contract.

8. Packing and Marking

- 8.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit & destination.
- 8.2 The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, required by law, and, subject to clause 18, in any subsequent instructions ordered by the OMFED.
- 8.3 Each package shall be marked to indicate:
 - a) Name of the Supplier
 - b) Details of items in the package
 - c) Name of the consignee
 - d) Order number
 - e) Gross/net and tare weights of the item
 - f) Destination

9. Delivery and documents

- 9.1 Delivery of the goods shall be made by the Supplier for destination, by road.
- 9.2 The following documents shall be provided by the Supplier / Supplier:

Original and three copies of:

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

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

10. Insurance:

10.1 For supply of equipments:

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

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

10.2 During storage at site:

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

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

11. Transportation

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

12. Incidental services

12.1 The Supplier is required to provide the following services:

- a) Performance of on-site assembly, installation, hooking-up to existing system, Start-up, testing, commissioning, performance trial run for a period of 30 days and handing over of the supplied goods;
- b) Furnishing of tools & tackles required for assembly and maintenance of the supplied goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- d) Operation, maintenance and repair of the supplied goods for a period of 30 days, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and
 - e) Conduct of training of the OMFED'S personnel, on-site, in assembly, start-up operation, maintenance and repair of the supplied goods, if required.
- 12.2 Prices charged by the Supplier for the preceding incidental services are to be included in the price of the contract.

13. Spare parts

- 13.1 The Supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:
- a) Such spare parts as the OMFED may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the contract; and
 - b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the OMFED of the pending termination, in sufficient time to permit the OMFED to procure its needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the OMFED, the blueprints, drawings and specifications of the spare parts, if and when requested.
- 13.2 Suppliers shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- 13.3 The obligation of Supplier stated in Para 13.1 shall continue even after expiry of the contract.

14. Warranty / guarantee

- 14.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied under this contract shall have no defect arising from design, material of workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods in the conditions. The Supplier also guarantees that the goods supplied shall perform satisfactorily as per the designed/rated/ installed capacity as provided for in the contract.
- 14.2 This warranty / guarantee shall remain valid for 12 months after the goods, or any portion thereof as the case may be, have been delivered, commissioned & handed over to the OMFED after the performance of 10 days trial run period.
- 14.3 The OMFED shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the OMFED.
- 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.
- 14.6 This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the OMFED or his authorised representatives.

15. Terms of payment For Mechanical equipments.

15.1 For Supply of Equipment.

75% Payment after safe arrival of material at site in five RA bills against supply of different components.

10% Balance payment after successful commissioning and handing over.

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

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.

However, if the supply of erection materials is within the scope of OMFED, in such case the client shall refund the PSD against BG subject to claim of the bidder. It is mandatory on the part of the bidder to arrange for commissioning, trial run for the equipment supplied after inter connection of pipelines etc failing which the PSD shall be retained by the client, till the successful commissioning by the bidder.

15.2 For Erection component.

Payment in full shall be released after successful installation/ commissioning.

16. Fixed prices

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

17. Change orders

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

- (a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the OMFED;
- (b) The method of shipment or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the Supplier.

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

18. Contract Amendment

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

19. Assignment

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

20. Subcontracts

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

21.0 Delays in the Supplier's performance

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

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

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

22.0 Time for completion

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

23.0 Extension of Time of Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Supplier, be such as fairly to entitle the Supplier to an extension of time for the completion of the works. OMFED shall determine the amount of such extension and shall notify the Supplier accordingly. Provided that the OMFED is not bound to take in account any extra or additional works or other special circumstances unless the Supplier has within thirty days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

24.0 Penalty for Delay

24.1 If the 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.

24.2 The aggregate maximum of the penalty for delay payable to the OMFED under this clause shall be subject to a maximum of 10 % of the total value of work.

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

- 24.4 Any incremental taxes and levies due to the delay in the performance of the contract by the Supplier shall be to the Supplier's account.

25. Termination for default

- 25.1 The OMFED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part,

- (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;

Or

- (b) If the Supplier fails to perform any other obligation(s) under the contract.

- 25.2 In the event the OMFED terminates the contract in whole or in part, pursuant to Para. 25.1, the OMFED may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the 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.

- 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.

26. Force Majeure

- 26.1 Notwithstanding the provisions of clauses hereof, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extend that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

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

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

27.0 Termination for Insolvency

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

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

28.0 Termination for Convenience

- 28.1 The OMFED, may by written notice sent to the Supplier, terminate the Supplier, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is of the OMFED'S convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- 28.2 The goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the OMFED at the contract terms and prices. For the remaining goods, the OMFED may elect:
- (a) To have any portion completed and delivered at the contract terms and prices; and /or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and for material and parts previously procured by the Supplier.

29.0 Settlements of Disputes

- 29.1 If the Supplier considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the engineer on any matter in connection with or arising out of the contract or the carrying out of the work to be unacceptable, he shall promptly ask the engineer in written instructions or decision. There upon the engineer shall give his written instructions or decision within a period of fifteen days of such request.
- 29.2 Upon the receipt of the written instructions or decisions the Supplier shall promptly proceed without delay to comply with such instructions or decisions.
- 29.3 If the engineer fails to give his instructions or decisions in writing within a period of fifteen days after being requested, or if the Supplier is dissatisfied with the instructions and decisions, he shall appeal to the OMFED, which shall afford an opportunity to the Supplier to be heard and to offer an evidence in support of his appeal. The OMFED shall give a decision within a period of thirty days after the Supplier has given the said evidence in support of his appeal.
- 29.4 If the Supplier is dissatisfied with this decision, the Supplier within a period of thirty days from the receipt of the decisions shall indicate his intension to refer the dispute to arbitration, failing which the said decision shall be final and conclusive.

30.0 Arbitration

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

31.0 Applicable law

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

32. Notices

- 32.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram/ fax/ cable and confirmed in writing to the address specified for that purpose in the special conditions of contract.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

33.0 Taxes and Duties

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

20.0 Right of use defective equipment

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

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

21.0 Jurisdiction

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

ERECTION & COMMISSIONING OF EQUIPMENT

1.0 Sufficiency of Tender

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

2.0 Programme of installation and commissioning.

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

3.0 Preparations of drawings for approval

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

The Supplier shall submit to the OMFED for approval:

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

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

Within four weeks from the date of receipt of the order, Supplier shall furnish all necessary drawings, in three sets, (as briefly described below) for approval, identifying each drawing by a serial number and descriptive title. The list given below may be revised and extended if necessary, during the progress of work depending on the nature of the contract also.

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

Brief list of drawings:

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

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

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

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

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

All dimensions on drawings shall be in Metric Units.

Drawings (**three sets**) submitted by the Supplier for approval will be checked, reviewed by the OMFED, and comments, if any, on the same will be conveyed to the Supplier. It is the responsibility of the same Supplier to incorporate correctly all the comments conveyed by the OMFED on the Supplier's drawing. The drawings which are approved with comments are to be resubmitted to the OMFED for purpose of records. **Such drawing will not be checked / reviewed by the OMFED to verify whether all the comments have been incorporated by the Supplier.** If the Supplier is unable to incorporate any comments in the revised drawings, Supplier shall clearly state in his forwarding letter such non-compliance along with the valid reasons.

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

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

4.0 Operation and maintenance manual:

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

5.0 Supplier's superintendence and deployment of erection team and conduct of personnel

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

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

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

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

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

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

None of the Supplier's supervisors, engineers, or labourers may be withdrawn from the work without notice to the OMFED and further no such withdrawals shall be made if in the opinion of the OMFED, it will adversely affect the required pace of progress and / or the successful completion of the work.

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

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

6.0 OMFED'S Instructions

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

Any additional drawing and clarifications to exhibit or illustrate details.

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

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

Removal from the site of any material brought there by the Supplier, which are unacceptable to the OMFED and the substitution of any other material thereof. Removal and/or re-execution of any work erected by the Supplier, which are unacceptable to the OMFED.

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

Opening up for inspection of any work covered up.

Amending and making good of any defects.

7.0 Rights of the OMFED

7.1 Rights to direct works:

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

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

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

7.2 Right to order modifications of methods and equipment

If at any time the Supplier's methods, materials or equipment appear to the OMFED to be unsafe, inefficient or inadequate for securing the safety of workmen or the public, the quality or work or the rate of progress required, the OMFED may direct the Supplier to ensure safety, and increase their efficiency and adequacy and the Supplier shall promptly comply with such directives. If at any time the Supplier's working force and equipment are inadequate in the opinion of the OMFED, for securing the necessary progress as stipulated, the Supplier shall if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the OMFED

shall not relieve the Supplier of Supplier's obligations to secure the quality, the safe conducting of the work and the rate of progress required by the contract. The Supplier alone shall be and remain liable and responsible for the safety, efficiency and adequacy of Supplier's methods, materials, working force and equipment, irrespective of whether or not the Supplier makes any changes as a result of any order or orders received from the OMFED.

7.3 Right to inspect the work

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

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

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

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

8.0 Supplier's functions

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

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

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

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

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.

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.

8.2 Compensation for accidents or injury

The OMFED shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the 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. 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.

8.3 Duties of Supplier Vis-à-vis other Suppliers:

Whenever proper execution of the work under the contract depends on the jobs carried out by some other Supplier, in such cases the Supplier should inspect all such erection and installation jobs and report to the OMFED regarding any defects or discrepancies. The Supplier's failure to do so shall constitute as acceptance of the other Supplier's installation/jobs as fit and proper for reception of Supplier's works.

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

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

8.4 VARIATIONS

8.4.1 The OMFED shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Supplier to do and the Supplier shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any such work.
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels, lines, position and dimensions of any part of the works, and
- (e) Execute additional work of any kind necessary for the completion of the works.

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

8.4.2 No such variations shall be made by the Supplier without an order in writing of the OMFED. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the Contract / Bill of Quantities. Provided also that if for any reason the OMFED shall consider it desirable to give any such order verbally, the Supplier shall comply with such order and any confirmation in writing of such verbal order given by the OMFED, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Supplier shall within seven days confirm in writing to the OMFED and such confirmation shall not be contradicted in writing by the OMFED within 14 days, it shall be deemed to be an order in writing by the OMFED.

8.4.3 All extra or additional work done or work omitted by order of the OMFED shall be valued at the rates and prices set out in the contract if in the opinion of the OMFED, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the OMFED shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

8.4.4 Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the OMFED, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition, rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the OMFED and the Supplier. In the event of disagreement of the OMFED shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

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

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

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

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

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

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

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

8.5 Duties of the Supplier Vis-à-vis the OMFED

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

The Supplier shall keep a check on deliveries of all such equipment covered in the scope of erection, testing and commissioning work and shall advise the OMFED well in advance regarding possible hold-up in Supplier's work due to the likely delay in delivery of such equipment/components to enable him to take remedial actions.

8.6 Preparation of foundations, surfaces etc. for erection of equipments:

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

9.0 Supply of tools, tackles and materials

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

10.0 Protection of plant

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

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

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

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

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

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

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

11. Unloading, transportation and inspection

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

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

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

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

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

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

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

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

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

12.0 Storage of equipment.

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

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

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

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

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

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

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

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

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

13.0 Approvals

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

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

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

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

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

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

14.0 Review and co-ordination of erection work

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

SECTION -IV (A)

SPECIAL CONDITIONS OF CONTRACT

(FOR MECHANICAL INSTALLATION)

MECHANICAL INSTALLATION

The installation work would comprise of:

- a) General installation i.e. positioning and installing all the equipments as per approved layout drawings and as per the contract.
- b) Supply and installation of structural platforms and tables.
- c) Supply and installation of all service piping including ancillary items.
- d) Insulation and cladding of piping equipment and electrical auto tracing of LSHS, including supply of materials.
- e) Interconnections of services and electrical with equipment.
- f) Guide line for expansion work.
- g) Clean up of work site.
- h) Supply of all cleaning chemicals and lubricants,
- i) Testing, commissioning and start-up.
- j) Painting including supply of paints as approved by the OMFED.
- k) Training of personnel.

Detailed specifications are given in the subsequent clauses.

2.0 GENERAL INSTALLATION

2.1 Positioning of equipment.

The work involves preparation of access for moving of the plant and equipment including their fittings from the work site godown or from the place within the site where they have been unloaded, to the place of erection, decrafting and placing on the foundation wherever required. All the civil foundations as per the manufacturer / Supplier's drawings shall be arranged by the bidder. The Supplier shall place the equipment and carry out final adjustment of the foundations including alignment and dressing of foundation surface, embedding and grouting of anchor bolts and bedplates. The Supplier shall be responsible for obtaining correct reference lines for purpose of fixing the alignment of various equipment. Tolerances shall be as specified in equipment manufacturers drawings or as stipulated by the OMFED's Engineer. No equipment shall be permanently bolted down to foundations or structure until the alignment has been checked by the Supplier and witnessed by the OMFED. The Supplier shall carry out minor alterations in the anchor bolts, pockets etc., at no extra cost and set the equipment properly as per approved layout, drawings and manufacturer's instructions. The Supplier shall supply all the necessary foundation / anchor bolts and bedplates without extra cost.

The Supplier shall supply, fix and maintain, at his own cost, during the erection work, all the necessary centering, scaffolding, staging required not only for proper execution and protection of the said work but also for protection of the surrounding plant and equipment. The Supplier shall take out and remove any or all such centering, scaffolding, staging planking etc., as occasion shall require or when ordered to do so and shall fully reinstate and make good all things disturbed

during execution of the work, to the satisfaction of the OMFED. The Supplier shall be paid no additional amount for the above.

3.0 CLEANING CONDITION AND LUBRICANTS

The necessary quantities of cleaning chemicals, lubricants, etc. required for the installation and commissioning, testing and start up of all the equipment till handing over are to be supplied the Supplier and nothing extra would be paid for these.

4.0 TESTING, COMMISSIONING AND START UP

4.1 The Supplier shall operate, maintain and give satisfactory trial run of the plant for a period of continuous **10 days (Ten Days)** at the rated output, after satisfactory commissioning and start-up of the plant. All rectification of damages / defects and routine troubleshooting should be carried out by the Supplier. The Supplier shall incorporate / execute necessary minor modifications during the trial period for maximising operational efficiency. The Supplier should also execute minor modifications as may be suggested by the manufacturer / OMFED. The Supplier shall suggest recommended log sheet proformas for recording necessary operating data and pass it on to the OMFED in proof of satisfactory rated output and performance of the equipments / plant.

4.2 The commissioning shall also include the following for each equipment:

4.2.1 Field dis-assembly and assembly.

4.2.2 Clean out of lubrication system including chemical cleaning wherever required.

4.2.3 Circulation of lubricant to check flow.

4.2.4 Clean out and check out of all the service lines.

4.2.5 Check out and commissioning of instruments, equipment and plants, filtering of transformer and other oils so that if deteriorated, they shall attain the required properties/standards, specified tests in this regard must be carried out by approved authorities and their satisfactory reports submitted to the OMFED before start-up.

4.2.6 Recharging or make-up filling of lubricant oil up to the desired level in the lubrication system of individual machine.

4.2.7 Operation in empty condition to check general operation details wherever required and wherever possible.

4.2.8 Closed loop dynamic testing with water wherever required.

4.2.9 Operation under load and gradual load increase to attain maximum rated output.

4.2.10 Trouble shooting during the trial period.

4.3 The Supplier shall demonstrate proper working of all mechanical and electrical controls; safety and protective device, in presence of the OMFED's engineer and the same should be duly recorded.

4.4 After conducting testing, in case a particular equipment is not working properly or not giving rated output the Supplier will furnish a detailed report to the OMFED stating therein the detailed account on the performance of the equipment with possible reasons for improper or not working of the same in case such equipment is supplied by OMFED.

The OMFED after receipt of report from the Supplier would take up the matter with the manufacturers and if required would invite the representative of original manufacturers. In case

the OMFED considers that the nonperformance of equipment is only due to in-experience of the Supplier, then the charges incurred for the manufacturer's representative visit would be debited to the Supplier's account.

4.5 In case of turnkey contracts, the Supplier shall furnish a detailed account of the performance of all the equipments. In case any particular equipment fails to perform properly or at its rated output, then the Supplier shall take up the matter with the original manufacturer, under intimation to OMFED. In case OMFED considers it necessary, the Supplier shall invite, at his own cost, the technical personnel of the original manufacturer to visit the site & carry out necessary rectification/modifications to get the rated performance. In case the Supplier fails to do so within 7 days of receipt of instructions from OMFED, the OMFED shall take necessary action to invite the representatives of the Original manufacturer to visit the site & the cost of such visit(s) shall be debited to the Supplier's account.

4.6 Further before commencement of testing of commissioning, the OMFED reserves the right to invite the original manufacturer's representative at the cost of the Supplier for start-up help, assist and guide the Supplier during commissioning in the following cases:

- a) The Supplier has no previous experience of commissioning and start-up of the similar equipment.
- b) The OMFED is of the opinion that the Supplier is not capable to commission and start-up of certain specific equipment.

However, in either of the cases the manufacturer's representatives would be called with prior information to the Supplier and the Supplier will have to extend all co-operation to such representatives in good spirit and in the interest of the work.

4.7 After satisfactory commissioning and start-up the Supplier shall keep his representatives under whose supervision the OMFED's staff shall be operating and maintaining the plant and equipment for the trial run period of 30 days. The Supplier's representatives should be present at all times during the running and operation of plant and equipment. During this period the Supplier shall ensure proper working of complete plant and equipment and attend any works required to be done and shall also take complete responsibility for proper operation and maintenance of the complete plant and equipment.

5.0 PAINTING

All the equipment/machineries like motors, pumps, HT / LT panel, transformer, switch boards, starters, junction boxes, isolators, storage tanks, supporting structures, pipe supports and MS / GI pipes and all exposed and visible iron parts included in the scope of erection / commissioning shall be given double coat of paint of approved shade over a double coat of anti-corrosive primer wherever necessary.

Irrespective of the condition of original paint of equipment / machineries / structures / supports. All surfaces wherever required must be properly cleaned from scale, dirt and grease prior to painting. Spray painting must preferably be used on all the equipment / machineries and wherever practicable. Suitable and necessary cleaning / wiping of sight / dial glasses, other non-metallic parts, flooring, walls and other surfaces which have been spoiled by paint during painting must also be carried out by the Supplier.

Lettering and other markings, including capacity and flow direction markings, shall also be carried out by the Supplier on the tanks, pipe lines, starter's, motors, isolators and wherever else necessary, as directed and as per the standard practice of installation. ISI colour codes and

colour charts as mentioned in Annexure-III must be adhered to. Supply of all paints and all other materials required it included in the scope of supply of the Supplier under this contract/order.

6.0 TRAINING OF PERSONNEL

Necessary staff as may be deputed by the OMFED shall be trained by the Supplier for operating the plant. The personnel will be associated for the training during the installation, testing, commissioning, start-up and trial run period and the training tenure shall be extended for a minimum period of fifteen days from the date of commissioning and start-up.

SECTION -IV (B)
SPECIAL CONDITIONS OF CONTACT
FOR ELECTRICAL INSTALLATION

1.0 SCOPE

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

2.0 STANDARDS

- 2.1 The work shall be carried out in the best workman like manner in conformity with this specification, the relevant specification / codes of practice of the Indian Standards Institution, approved drawings and the instructions issued by the Engineer-in-charge or his authorised representatives, from time to time. Some of the relevant Indian Standards are listed in Annexure-IV.
- 2.2 In addition to the standards as mentioned in 2.1, all works shall also confirm to the requirements of the following:
- a) Indian electricity act and rules framed there under.
 - b) Fire Insurance Regulations.
 - c) Regulations laid down by the chief electrical inspector of the state / Electricity board.
 - d) Regulations laid down by the factory Inspector of the state.
 - e) Any other regulations laid down by the local authorities.
 - f) Installation & operating manuals of original manufacturers of equipments.

3.0 EQUIPMENT AND ACCESSORIES –SPECIFICATIONS

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

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

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

3.1 **Control Cables**

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

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

3.2 **Motor Isolators**

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

SCHEDULE OF QUANTITY FOR WORK TO BE EXECUTED

SR. NO.	ITEM DESCRIPTION	CAPACITY	QTY.	UNIT
1	New Aseptic Filling Machine for 200 ml & 160 ml (with Headspace by Injection Kit) for underfilling by Nitrogen. Capacity minimum 9000 packs/hour.	9000 pph	1	No.
2	Matching transformers of suitable rating for Filling machine and Matching transformers of suitable rating for Downstream equipment; Filling machine accessories, Peroxide handling equipment including, container, trolley, H2O2 filling station etc. Jaw Cooling Unit for filling machine. Domino Printer, Weigh Checker	Suitable	1	SET
3	Straw Applicator with a minimum of 20% over capacity to account for accumulation	9000PPH + 20%	1	No.
4	Minimum of 2 minutes of Conveyor accumulation, Independent PLC control panel for conveyor accumulation, Dry lubrication for conveyors	min. 2mins accumulation time	1	Set
5	Remote support unit to connect and support the equipment online by OEM expert	-	1	Set
6	Material handling equipment such as jumbo reel truck, Paper trolley, 2 nos. of Hand pallet Truck	-	1	Set
7	Critical Spares as per OEM along with the Quality tools and templates	-----	1	Lot
8	Documents / Manuals	-----	1	Lot
9	Labour charges & consumables for installation, testing and commissioning of the packaging line.		1	job
10	Service Cover : Engineer visit for 3 days once in two months throughout the one year. Stand By Operation: Engineer visit as per below Mission 1 - 15 Days in first 6 months after commissioning Mission 2 - 15 Days in next 6 months post first mission completion. Trainings: 15 Days during incubation period		1	Job

Schedule-V

TECHNICAL SPECIFICATIONS

ASEPTIC FILLING MACHINE

Aseptic Carton Filling line for packing 160ML and 200ML (Milk and Other Products):

The following minimum required items shall be supplied, installed and commissioned. Any other item required to successfully commission the line as per OMFED standard requirement OEM shall be included in the scope.

Capacity : Minimum 9000 Packs per hour

Qty :1 Lot

Aseptic Filling machine for packing 160ML and 200ML, (Milk and Other Products):

Capacity	Minimum 9000 Pack per hour
Qty	1 Lot
Change parts with complete tool set	Change parts with complete tool set and training shall be provided by the supplier for second size format
Filled products	Milk and fermented products such as lassi Butter milk, Cream, Fruit based beverages, milk, Milk shakes
Format Change-over time	Supplier to specify their changeover time requirements.
Packaging materials	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)
Operations	To be operated by 1person, fully automatic with PLC based
Product piping	MOC - SS 304 / SS 316. Supply line pressure 0.8 to 2 bar
Product Supply Temperature	10 deg C to 30 Deg C
Machine Turndown facility	Machine should have speed turndown facility to accommodate smaller input products
Electric power	3 phase, 414 V with+/- 5% variations, 50 Hz

Compressed Air	Supply line pressure@6.5 bar max
Package Sterilization Medium	H2O2 supplied via pump.
CIP	As per OEM
All other details	asper OEM standards.

Pack sampling conveyor for sampling based on PLC input of sample number

STRAW APPLICATOR

Capacity : 9000packs/hr + 20% overcapacity

Straw type: U Straws

Qty: 1 no

ACCUMULATION

Accumulation Time : minimum 2mins

Qty: 1 no

CONVEYOR LUBRICATION SYSTEM:

Lubrication Type : Dry Lubrication

Qty: 1 no

PACKAGE PRINTER:

Suitable printer to be supplied for date printing on the individual packages.

Preferred make – Domino

Qty: 1 no

2. BASIS OF DESIGN

The UHT processing lines shall be made available and Pasteurised standardized milk shall be ultra-heat treated in sterilizer and milk from sterilizer transferred to aseptic packing section by OMFED. A new line for aseptic packaging of milk & other products (as mentioned below) with its CIP system shall be provided by bidder. This filling machine should be suitable for aseptic packing in cartons (brick slim format) formed out of preprinted packing material (multi layered paper roll) for long shelf life without refrigeration. Pasteurised standardized milk from sterilizer transferred to aseptic packing section.

3.1 Processing Facilities:

3.1.1 Raw milk data:

Milk Reception : 30 KLPD

Milk Fat : Up to 6.0 %

Milk TS : Up to 15.0 % 70 %

Alcohol Stability Test: 70 %

4.0 Input white milk Quality: Dry matter content = 15%

Fat content= 1.5% /3% / 4.5%/6% (DTM, TM, Std. Milk &FCM)

Milk quality:70% alcohol test

Milk quantity: 30000 LPD

5.0 UHT Processed Milk

Ingredient

Standardized milk: : 4.5/ 8.5%

Toned milk : 3.0/ 8.5%

Double toned milk: 1.50/ 9.0%

Full Cream : 6.0/ 9.0 %

Milk Acidity :6.0/9.0 %

%LA : 0.130%

6.1 UHT processed sweetened flavor milk

Ingredient

Fat : 3.1%

Milk TS : 18 %

Acidity %LA : 0.14 %

Sugar : 6.75 %

6.2 UHT processed Sweet Lassi

Ingredient

Fat : 3.1%

Milk TS : 21.50 %

Acidity %LA : 0.80 %

Sugar : 12 %

6.3 UHT processed Salted Butter Milk

Ingredient

Fat : 1.60 %

Milk TS : 6.50 %

Acidity %LA : 0.55 %

Seasoning : 0.8 %

(contains 50%)

Salt : 0.49%

1. MAJOR RESPONSIBILITIES OF BIDDER & OMFED/CLIENT:

4.1 Responsibilities of Bidder:

- It is not the intent of these technical specifications to specify completely all details of design and fabrication of any plant or equipment. Nevertheless, the equipment shall conform in all respects to high standards of engineering design and workmanship and be capable of performing continuous commercial operation up to the supplier's guarantee, in a manner acceptable to the purchaser or project authority.
- The purchaser/project authority will interpret the meaning of various equipment specifications and drawings and shall have the power to reject any material/equipment which, in their opinion, is not in full accordance with the bid specifications.
- The supplier shall be responsible for undertaking all work involved in implementing the project within their battery limits. This includes the design, supply, installation, and commissioning of the entire project components, comprising:
 - Process equipment
 - Process pipework
 - Service pipework
 - Electrical equipment
 - Power cabling IMCC ONWORDS
 - Instruments and controls
 - Control cabling

The scope also includes all necessary supports, support structures, cable ducts, trucking, conduits, etc., required to complete the installation in accordance with the Project Authority's high standards.

No exclusions of any nature shall be acceptable, other than those specifically detailed in this document as being supplied by the Project Authority or included in the scope of other Bid/PO packages

- Supplier to supply numerous miscellaneous items such as tables, supports, support structures, staircases and platforms, crossover stairs, lifting equipment, nameplates, safety guards, danger notices, rubber mats, safety devices, testing instruments, etc.

In particular the Bidder/Supplier shall be responsible for:

- The agency shall be responsible for developing the process design and engineering design and ensuring optimal performance of individual equipment as well as the overall process plant. The Bidder shall engage reputed specialists in their respective fields wherever required.

The agency shall provide the Project Authority with all necessary technical data, technical literature, and design calculations, including production and service load calculations.

The scope shall also include the development of automation schemes, software, interfaces, and their integration into the project to the complete satisfaction of the Purchaser/Client.

- Execution of the project shall be carried out in accordance with the prevailing Indian Standards, Indian Boiler Regulations, Indian Electricity Rules, Indian Explosives Act, Indian Factories Act, Indian Pollution Control Acts, and any other Acts relevant to the project. Wherever Indian Standards are not available, the supplier shall follow applicable International Standards.
- Adequate protection of equipment stored in open within the dairy premises” refers to the measures taken to ensure that machinery, tools, and processing equipment kept in open areas of a dairy plant are protected from contamination, damage, and deterioration.
- Ensuring satisfactory performance and after-sales service of all items included in the scope.
- Arranging approvals from various statutory authorities on behalf of the Project Authority. The statutory fees shall be reimbursed by the Project Authority upon production of receipts. Ensuring satisfactory performance and after-sales service of “bought-out” items is included in the scope of supply. The first charge of oil, lubricants, and consumables shall also be included. “First charge” means that these items shall be replenished until the successful completion of product trials.
- Test equipment, test kits, instrumentation, and materials required to establish performance parameters shall be provided. Supply of fire-fighting equipment (fire extinguishers) at all strategic points as per statutory requirements for the building areas within the Bid Package.
- Necessary manpower, construction equipment, and tools required to undertake all work included in the Bid Package, including testing, commissioning, and operation of the plant during production trials, shall be provided to the satisfaction of the Project Authority.
- All these measures together form part of a **safe, reliable, and well-maintained industrial/workshop environment**, ensuring:
 - Safety of workers
 - Protection of assets
 - Smooth production without interruptions

Performance guarantees shall be required with regard to the following::

- Timely completion of work or project milestones
 - Quality standards of goods or services delivered
 - Minimum uptime or availability (for systems/services)
 - Compliance with technical specifications
 - Service level requirements (response time, resolution time, etc.)
 - Warranty obligations and defect correction timelines
 - Penalties or remedies **in case of non-performance.**
-
- **Training of Project authority's personnel in plant operation and control, maintenance and repair of systems and equipment.**

4.2 Responsibilities of Client/OMFED:

- Space for temporary store and office at site.
- Details of civil design, building layout and drainage and sewage disposal.
- Documentation local conditions related to climate, access and communications.
- Adequate staff including operators, supervisors and engineers for trial, testing commissioning and product trials.
- Temporary water and power supply at one mutually agreed point within the dairy premises on chargeable basis.
- Permanent water and power supply at the time of commissioning of the plant.
- All buildings including roads, drainage and minor civil works after and during plant and pipe work installation. However, covers over trenches, if any, shall be provided by the supplier(s).
- Provision of and cost of services, raw product, packaging material and chemicals (if available in the country). Lighting and domestic wiring distribution system.
- Engineering personnel to liaise with the supplier, Project Manager and the execution team.
- Lightning protection system of building.

5.GENERAL GUIDELINES:

5.1.General Specification:

The manual shall cover the following aspects:

- Brief Process Description & Flow sheet. • Unit-wise function and description.
- Equipment-wise details, operational instructions, maintenance procedures and schedules.
- Plant start-up, commissioning, normal operation, and emergency operation.
- Trouble-shooting.
- As built drawings of the equipment as built drawing connection diagrams.
- Spares inventory and services of supply.

The manuals and drawings are to be supplied as follows:

- 4 sets of manuals and drawings in hard copy.
- 3 sets of above in soft copy in CDs.

Following documents in the list for the manuals should be added to the mentioned list:

1. 3D Model of complete plan including piping to save time in installation and future expansion is must.
2. Isometric drawings for process and utility piping.
3. Plan layout with sections , Floor wise plant layout , GA drawing
4. As built P&IDs with complete equipment list with specifications.

5.2.Automation:

The automation system shall be dispatched to site only after testing by simulation.

5.4.7. TRAINING

The training hall shall form an important component of Project Management and shall be established and operated by the supplier. The supplier shall train all levels of staff of the Project Authority in the operation of the plant and control systems, including managers,

engineers, supervisors, operators, and maintenance personnel. Emphasis shall be placed on both theoretical understanding and practical application of system operation and maintenance.

Training shall be provided at site during testing and commissioning of the plant, and a schedule shall be proposed by the supplier along with the content of the training programme(s). The schedule shall be submitted well in advance

Training should commence during the commissioning period and include 15 man-days of trainers time as follows:

- During erection
 - Exposure to the working and construction of the various equipment comprising the various systems of the plant, including instrumentation and controls.
- During commissioning
 - Exposure to and training in the operation and maintenance of various equipment in the plant, including testing and calibration, as well as the setting of instruments, both local and panel-mounted.
 - Familiarization with start-up procedures, management operations, basic principles of controls, control during operation and adjustments, fault finding and including operation and maintenance on control system and maintenance of the plant 15 man-days.
 1. Managers and senior personnel training
 2. Supervisors and section head straining
 3. Supervisors operators and maintenance staff
 4. Operatorsand maintenance staff training

5.4.8. Service cover:

The Indian representative of the bidder shall attend the project for 3 days once in two months throughout the one year following product trials and expiry of the guarantee period, with initial service cover.

These visits shall cover meetings, training, equipment adjustment, and servicing. These visits shall not cover guarantee work, which shall be undertaken separately from the service cover.

The objectives of service cover visits are intended to ensure that the efficiency of the plant is maintained at an optimum level and that

breakdowns are minimized through regular inspection, maintenance, and timely servicing of equipment

- To help improve operating and maintenance procedures.
- To keep the plant adjusted for optimum energy efficiency, optimum product quality and minimum product losses.
- To arrange for service visits by specialists to inspect service and carry out repairs.
- Spare parts during the service cover shall be supplied by the client.

5.4.9 Standby operation:

After the plant is successfully tested and handed over, the contractor must provide “**standby**” **technical experts** for the first year of operation.

1) Site visits by senior commissioning team

Senior members of the commissioning team must come to the site **twice** in the first year:

- **First visit (mission 1):**
 - Starts immediately after successful performance trials are completed.
- **Second visit (mission 2):**
 - Starts about **6 months after the first visit ends**.
- Each visit lasts **15 days**.

2) Purpose of standby support

During these visits, the experts must:

- Ensure plant operators are following **correct operating procedures**
- Help operators make **proper running adjustments** to:
 - plant equipment
 - control systems
 - instruments
- Fix operational issues and improve day-to-day performance

3) Training requirement

They must also conduct structured training:

- **2 training sessions per week**
- Each session lasts **4 hours**
- Focus areas:
 - weak operational practices
 - plant management
 - operation
 - maintenance

BATTERY LIMIT

Item	Purchaser's Scope	Supplier's Scope Includes
Civil works	Civil building,, modification & necessary foundations for equipment based on the details provided by the equipment supplier.	
Aseptic Product	UHT supplier shall provide the final aseptic product at the required pressure, temperature at the infeed valve of the Aseptic Filling Machine, with required instrumentations like flowmeter, pressure gauge, isolation valve etc.	Aseptic Packaging Line supplier shall provide product consumption data, consumption point details during the bidding stage.
CIP lines	CIP of the product line connecting UHT section with the Aseptic Filling Machine product valve shall be part of UHT supplier/OMFED scope.	Aseptic Filling Machine shall have an integral CIP system.
Water lines	UHT supplier shall provide FW/SW/RO water at the required pressure at the consumption point of each Aseptic Packaging Equipment, including flow meter, piping, supports, fittings, and complete termination.	Aseptic Packaging Line supplier's scope shall be limited to water distribution inside the machine wherever required. Aseptic Packaging Line supplier shall provide water consumption data, consumption point details during the bidding stage.
Compressed air lines	UHT supplier shall provide compressed air up to the consumption point of each Aseptic Packaging Equipment including isolation valves, air flow meter, piping, supports, fittings,.	Aseptic Packaging Line supplier's scope shall be limited to compressed air distribution inside the machine wherever required. Aseptic Packaging supplier shall provide consumption data, consumption point details, during the bidding stage.
Chilled water lines	UHT supplier shall provide chilled water forward and return at required pressure and temperature, upto the consumption point of each Aseptic Packaging Equipment. including piping, supports, fittings, and complete termination at	Aseptic Packaging Line supplier's scope shall be limited to chilled water distribution inside the machine wherever required. Aseptic Packaging Line supplier shall provide chilled water consumption data, consumption point details, during the bidding stage.
Steam & Condensate	UHT supplier shall provide steam at required pressure and temperature up to consumption point of each Aseptic Packaging Equipment, including culinary filters with 5-micron filtration, PRV assembly (where required), piping, supports, fittings,	Aseptic Packaging Line supplier's scope shall be limited to steam distribution inside the machine wherever required. Aseptic Packaging Line supplier shall provide steam consumption data, consumption point details during the bidding stage.
Electrical	UHT supplier shall provide electrical power up to the power consumption point of each Aseptic Packaging Equipment., including Intelligent Motor Control Centers (IMCC), PDB, switchgears, UPS power supply, power cables, cable trays, supports, and complete termination .	Aseptic Packaging Line supplier's scope shall be limited to electrical power distribution inside the machine wherever required. Aseptic Packaging Line supplier shall provide connected load details, power consumption data, consumption point details, during the bidding stage.

	UPS of suitable rating for Aseptic Packaging Line shall be part of UHT supplier/OMFED scope. Earthing pits, earthing cables supply and installation for Aseptic Packaging Line shall be part of UHT supplier scope /OMFED scope.	
--	--	--

2. TECHNICAL DOCUMENTS, DETAILS AND DRAWINGS TO BE FURNISHED

- Utility consumption:
- Equipment layout: Proposed dimensioned layout drawing showing location of equipment in various rooms

NOTE:

- 1. All drawings submitted shall be scaled Auto CAD 2014 or later version drawings only.
- 2. It may be noted that drawings, which are to be submitted with the bid, are binding and mandatory for technical evaluation of the bid. Bids without the complete set of required drawings may be treated as incomplete and non responsive.

AFTER AWARD OF CONTRACT

- DRAWINGS: The following drawings shall be submitted after award of contract for approval before supply/ execution of works or before submission to statutory authorities.
- Equipment layout drawing showing final proposed location of all equipment,
- Final Handing over Documentation:
- FOUR (4) sets of the following after final completion of plant erection and commissioning:
 - a) As executed drawings of all electrical and mechanical drawings. All drawings shall be on AutoCAD and softcopy submitted along with the hard copies.
 - b) Operation and maintenance manuals section wise/equipment wise including catalogues/literature/technical details of individual of bought out equipment.
- Documents of all statutory approvals.

8.9 AUTOMATION:

Aseptic Packaging Line supplier needs to do handshaking and establish communication with UHT supplier's PLC and MIS system to smoothly transfer different products / CIP as mentioned in the tender. All required hardware to establish communication between UHT/MIS & Aseptic Packaging Line (all including network hardware, I/O cards, RIO panels if required, cables, cable trays, glands, converters, etc all) and software supply and modifications including communication converters shall be in the scope of UHT supplier. The automation part required for the Aseptic Packaging line will be in the supplier scope.

Bidder shall design and supply PLC controlled system for the filling machine and the straw applicator and hook it to one control station in plant control room.

8.15 SPARES:

Critical Spares As Per OEM's recommendation

Quantity: 1 Lot (As per OEM)

As per general description given in basis of design. Details to be finalized during detail engineering as per functional requirement. Commissioning spares will not be included which are to be supplied as per requirement within the quoted price.

8.16 TRAINING, SERVICE COVER & STANDBY OPERATION:

Quantity: 1 Job

As per general description given in basis of design. Details to be enclosed with bid (to be finalized during execution).

8.17 DOCUMENTS/MANUALS:

DOCUMENTS / MANUALS (Hard & Soft Copy)

Quantity: 1 Job

As per general description given in basis of design. Details to be to be finalized during detail engineering as per functional requirement.

APPENDIX-III PERFORMANCE TEST & UTILITY CONSUMPTION GUARANTEES

Performance test:

The Bidder is required to detail the documentation proposed for performance test of all major items of equipment and all major processes and services plants. This shall detail the guaranteed vs. actual throughput or output or performance (as relevant) and the tolerance of accuracy. Also the test methods proposed to demonstrate that these guarantees have been met.

Formats of Guarantees:

Line Efficiency of the Aseptic Packaging Line

c) Weight and measurement tolerance

d)

e) Service/Utility consumption

Formats for performance tests:

a) Procedure for carrying out the tests

b) Method of measurement

c) Test durations

d) Evaluation methodology

PERFORMANCE PARAMETERS AND TEST PROCEDURE:

General Test Procedure

The test upon completion of commissioning shall be conducted. On completion of stabilization and commissioning of the plant, the plant will be operated at full capacity to the satisfaction of the OMFED in-charge.

Process performance and consumption guarantees

2. 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.

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.

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.

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.

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.

PRICE BID FORMAT

Design, Supply and Labour job for Installation, Testing and Commissioning of Aseptic Packaging Equipment & Accessories at OMFED Dairy, Arilo-Govindpur, OMFED, Odisha						
Sl No.	Items Description	CAPACITY	QTY.	UNIT	Rate (Rs.)	Amount (Rs.)
1	Aseptic Filling Machine	9000 pph	1	No.		
2	Matching transformers, Peroxide handling equipment including, container, trolley, H2O2 filling station, etc. Jaw Cooling Unit for filling machine. Domino Printer, Weigh Checker	Suitable	1	SET		
3	Straw Applicator	9000PPH + 20%	1	No		
4	Minimum of 2 minutes of Conveyor accumulation, Independent PLC control panel for conveyor accumulation, Dry lubrication for conveyors	min. 2mins accumulation time	1	Set		
5	Remote support unit to connect and support the equipment online by OEM expert	-	1	Set		
6	Material handling equipment such as jumbo reel truck, Paper trolley, 2 nos. of Hand pallet Trucks	-	1	Set		
7	Critical Spares as per OEM along with the Quality tools and templates	-----	1	Lot		
8	Installation, Testing and Commissioning charges for above equipments					
9	consumables for installation, testing and commissioning of the packaging line.		1	job		
10	Service Cover : Engineer visit for 3 days once in two months throughout the one year. Stand By Operation: Engineer visit as per below Mission 1 - 15 Days in first 6 months after commissioning Mission 2 - 15 Days in next 6 months post first mission completion. Trainings: 15 Days during incubation period		1	Job		
	TOTAL (including GST as applicable)					

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

SCHEDULE-VI**APPLICATION-TECHNICAL BID**

Sl. No.	Details	
1.	Name of Bidder	
2.	Name of Proprietor/Partner/Director along with proof as authorized person to sign the document & deed etc.	
3.	Full Address of Registered Office	
	Contact No.	
	E-mail Address	
4.	Full address of Operating Office.	
	Contact No.(1)	
	Contact No.(2)	
	E-mail Address	
5.	Name & telephone no. of authorized person to liaise with Unit(s)	
6.	PAN/ GIR No. (Attach attested copy)	
7.	GST Registration No. (Attach attested copy)	
8.	Performance/ experience (Minimum 3 Year essential) Copy of certificate enclosed	
9.	Turn Over for the financial year 2023-2024, 2024-2025 & 2025-26	
10.	Income Tax return for the financial year 2023-2024, 2024-2025 & 2025-26	
11.	Additional information, if any: (Attach separate sheet if required)	

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:

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

THIS AGREEMENT is made and executed on the day of _____
20_____

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

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

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

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

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.
- 2.0 The following documents shall be deemed to form and be read as construed as part of this agreement, viz
 - i) This Form of Agreement
 - ii) This Letter of Acceptance
 - iii) The said bid, Appendix and the price Schedule Thereof
 - iv) The Technical Specifications
 - v) The Schedule of Quantities
 - vi) The Drawings
 - vii) The Schedule of Supplementary Information
 - viii) Special Conditions of Contract
 - ix) General Conditions of Contract
 - x) Form of Bank Guarantees
- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one, another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.
- 3.0 In the consideration of the payment to be made by the OMFED to the Supplier as herein after mentioned, the Supplier hereby covenants with the OMFED to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

*** The bidder shall not fill up this form.**

- 4.0 The OMFED shall hereby covenants to pay the Supplier in consideration of the execution, completion and guaranteeing of the works the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common seals to be hereunto affix the day, month and year first above written.

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

Authorized Signatory

Authorized Signatory

SUPPLIER

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. Sign with Name & Designation

2. Signature
Name and address

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 Supplier)

Date:

Address for Correspondence:

SECTION –VIII

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

THIS AGREEMENT is made and executed on the day of _____
20_____

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

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

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

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

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.
- 2.0 The following documents shall be deemed to form and be read as construed as part of this agreement, viz
 - xi) This Form of Agreement
 - xii) This Letter of Acceptance
 - xiii) The said bid, Appendix and the price Schedule Thereof
 - xiv) The Technical Specifications
 - xv) The Schedule of Quantities
 - xvi) The Drawings
 - xvii) The Schedule of Supplementary Information
 - xviii) Special Conditions of Contract
 - xix) General Conditions of Contract
 - xx) Schedule of Materials to be issued by OMFED
 - xxi) Form of Bank Guarantees
- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one, another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.

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

*** Thebidder shall not fill up this form.**

- 6.0 The OMFED shall hereby covenants to pay the Contractor in consideration of the execution, completion and guaranteeing of the works the contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common seals to be hereunto affix the day, month and year first above written.

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

Authorised Signatory

ORISSA STATE CO-OPERATIVE MILK PRODUCERS'
FEDERATION LTD.

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

Signed, sealed and delivered for

And on behalf of the within

Named Contractor, the other part.

Authorised Signatory

CONTRACTOR

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

SECTION-IX
ACCEPTABLE FORM OF BANK GUARANTEE

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

Bank Guarantee no.

Date:

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

Whereas the OMFED has invited bids for the supply, installation, testing, commissioning, trial run and guaranteeing of the proposed _____

_____ by the tender notice reference no. _____ .

AND WHEREAS M/S _____

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

In consideration of the OMFED having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of bid security and against this Bank guarantee, we (name and the address of the Bank) hereby undertake and guarantee to make payment to the OMFED the amount of bid security or any part thereof not deposited by the bidder to the OMFED at any time (time being the essence of the Contract) when the OMFED asks for the same as per the terms and conditions of the bidding documents within 120 days from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs.------(Rupees-----)

-----only) provided always that any indulgence or forbearance on the part of the OMFED to the said bidder. With or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defense by the Bank against the OMFED.

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

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

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

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

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

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

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

Place

Signature

Seal

Code no.

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

Proforma of bank guarantee for Performance security On Non-judicial Stamp Paper of Rs.60/-

Bank Guarantee No.

Date:

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

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

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

In consideration of the OMFED having agreed to award the contract on the Contractor, we _____ (the bank) do hereby guarantee, undertake, promise and agree with the OMFED , its legal representatives, successors, and assigns that the within named (the name of the Contractor) their legal representatives , assignees will faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in manner therein provided , do all obligations there under and we further undertake and guarantee to make the payment to the OMFED a sum of Rs _____ (Rupees _____ only). Being 10% of the contract value ,in case the Contractor , their legal representatives, assignees do not faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time and in manner therein provided and do not willfully and promptly do all obligations there under. In case the Contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equivalent to 10% of the contract value from the Contractor and the demand made by the OMFED itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the contract and neither the Contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

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

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

We, the bank, further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of bidding document and the contract or to extend the time of performance by the said Contractor from time to time and any of the power exercisable by the OMFED against the Contractor and forbear or enforce any of the terms and conditions relating to the said bidding document and the contract and we shall not be relieved from or liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the OMFED to the said Contractor by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us. This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereafter possess in respect of the works executed or intended to be executed and the OMFED shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the OMFED may be entitled to receive or have a claim upon and the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

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

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

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

Place

Signature

Date

Seal

Code no.

Note:

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

Proforma of Bank guarantee for advance payments

On Non judicial stamp paper of Rs 40/-

In consideration of the ORISSA STATE CO-OP. MILK PRODUCERS' FEDN. LTD. (hereinafter called "the OMFED") having regard to grant advance of Rs. _____

(Rupees _____) to M/s _____

Having their office at _____

Hereinafter called "the said contractor") under the terms and conditions of the purchase Order No. _____ Dated _____ made between the OMFED and M/S. _____

for supply, installation, commissioning, trial-running and guaranteeing of _____

(Hereinafter called the "the order") on production of bank guarantee for Rs. _____

(Rupees _____ only), We (the bank) do hereby undertake to pay the OMFED an amount not exceeding Rs. _____ (Rupees _____ only) against any loss/damage caused to or suffered by the OMFED by reason of any breach by the said contractor of any of the conditions contained in the order.

We, (the bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the OMFED stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the OMFED by reasons of any breach by the said contractor of any of the terms and conditions contained in the order or by reasons of the contractor's failure to perform the said order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee and shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We, _____ (the bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall be continue to be enforceable till all the dues of the OMFED, under, or by virtue of the said order have been fully paid and it's claims satisfied or discharged or till OMFED certifies that the terms and conditions of the said order have been fully and properly carried by the said contractor and accordingly discharge the guarantee and unless a demand or a claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter.

We, _____ (the Bank), further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary in any of the terms and conditions of the said order, to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the OMFED against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation, or extension

or for any forbearance, act of omission on the part of the OMFED or any indulgence by the OMFED to the said Contractor or any such matter or thing whatsoever Which under the law relating to the sureties would but for this provision have effect of so relieving us.

We, _____ (the bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing.

Notwithstanding anything stated herein above the liability of the bank Guarantee is restricted to Rs. _____ (Rupees _____ Only). The guarantee shall remain in force till the _____ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the OMFED under the guarantee shall cease and the bank shall cease and the bank shall be released and discharged from the liabilities hereunder.

Place

Signature

Date

Seal

Code no.

Note

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

SECTION --X (1)

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

To

Orissa State Co-op. Milk Producers Federation. Ltd.

D-2, Saheed Nagar

Bhubaneswar-751001

ORISSA, INDIA

Dear Sir,

Sub: Tender Ref. No. _____

We _____ an established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of agents) to bid, negotiate and conclude the contract with you against Tender notice Ref. No. _____ for the above goods manufactured by us.

No company or firm or individual other than M/s _____,

located at _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific Tender Notice.

We hereby extend our full guarantee and warranty as per the General conditions of contract for the goods offered for supply against this Tender notice by the above firm.

Yours faithfully,

(NAME)

For and on behalf of M/s.

(Name of Manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

SECTION-X (2)
MANUFACTURER'S AUTHORIZATION FORM

(Please see Clause 14.3 of instructions to bidders)

No. _____

Dated _____

To

Orissa State Co-op. Milk Producers' Federation. Ltd.

D-2, Saheed Nagar

Bhubaneswar-751007

ORISSA

Dear Sir,

Sub: Tender Ref.No. _____

We _____ an established and
reputable manufacturers of _____ having factories at
_____ and _____

do hereby authorize M/s _____ (Name and address of
agents) to bid, negotiate and conclude the contract with you against bid
no. _____ for the above goods manufactured by us.

No company or firm or individual other than M/s _____

are authorized to bid, negotiate and conclude the contract in regard to this business against this specific
IFB.

We hereby extend our full guarantee and warranty as per Clause 81 of the general conditions of contract
for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(NAME)

For and on behalf of M/s

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

SECTION - XI

TECHNICAL DEVIATION STATEMENT FORM

The following are the particulars of deviations from the requirements of the tender specifications.

CLAUSE	DEVIATION	REMARKS
		(Including justification)

Dated- _____ Signature and seal of the
Manufacturer / Bidder

Note:

- (1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".
- (2) The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in the statement.

SECTION - XII

POINTS BIDDERS SHOULD BEAR IN MIND

- I. BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER CONDITIONS MAY BE REJECTED.
- II. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) SHALL BE SUMMARILY REJECTED.
- III. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- IV. BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- V. CORRECTIONS IN THE BID SHOULD BE NOTED OVER AND INITIALED AT THE PLACE OF CORRECTIONS.
- VI. NEGLIGENCE OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- VII. SPECIFICATIONS, CONDITIONS, SCHEDULES AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- VIII. ALL THE BIDS ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE SHOULD BE IN ENGLISH ONLY.
- IX. BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE SYSTEM AND COMPONENTS UNDER TROPICAL CONDITIONS.
- X. ALL THE BIDDERS SHOULD SUBMIT QUALIFICATION APPLICATION IN THE GIVEN FORMATS WITH REQUIRED DOCUMENTATION.
- XI. BIDS SHOULD BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF ONE YEAR FROM THE DAY BIDS ARE OPENED.
- XII. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- XIII. ALL BIDDERS ARE URGED TO SUBMIT PROMPTLY WRITTEN REQUESTS ON MATTERS WHERE CLARIFICATIONS OR ADDITIONAL INFORMATION ARE DESIRED, NOT LATER THAN SEVEN DAYS BEFORE BIDS ARE DUE TO OPENING. NO EXTENSION IN DUE DATE OF SUBMISSION OF BIDS WILL BE ALLOWED ON THIS GROUND.
- XIV. ALL THE BIDDERS SHOULD QUOTE FOR THE ITEMS AS PER THE SPECIFICATIONS AND DETAILS GIVEN IN THIS BIDDING DOCUMENT ONLY. IN CASE, ALTERNATIVE DESIGNS ETC. ARE TO BE OFFERED BY THE BIDDERS, THEY MAY DO SO BUT THIS SHOULD BE STATED SEPARATELY IN THE OFFER. ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED RESERVES ITS RIGHT TO ACCEPT OR REJECT SUCH ALTERNATIVE OFFERS, WITHOUT ASSIGNING ANY REASONS THEREOF TO THE BIDDERS.
- XV. THE BIDDERS WHO QUOTE FOR SUPERVISION AND COMMISSIONING OF ANY EQUIPMENT SHOULD ALSO INDICATE THE PRICES IN THE BID SEPARATELY. THE SUPERVISION OF COMMISSIONING WOULD INCLUDE CHECKING THE INSTALLATION AND COMMISSIONING THE PLANT TO GIVE THE RATED OUTPUT.
- XVI. MANAGING DIRECTOR, ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD. RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLNATION TO BIDDERS.
