



TENDER DOCUMENT

FOR

**DISMANTLING, SHIFTING, POSITIONING, INSTALLATION,
TESTING, COMMISSIONING & TRIAL RUN OF BUTTER DEEP
FREEZERS (3 no's x 30MT Capacity each) FROM OMFED
BHUBANESWAR DAIRY TO OMFED DAIRY, ARILO-GOVINDPUR
MOUZA, DIST. CUTTACK.**



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

**D-2, SAHID NAGAR
BHUBANESWAR -751007**

FEB -2024

Cost Rs. -10,000/- +18% GST

THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD,
D-2, SAHEED NAGAR, BHUBANESWAR, ORISSA.

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EMAIL: omfed @ yahoo.com, web site: www.omfed.com

TENDER FOR:	Dismantling, Shifting, Installation, testing, commissioning & trial run of Butter Deep Freezers (3 no's x 30 MT capacity) from Bhubaneswar Dairy to OMFED Dairy.
TENDER REFERENCE	88/DO/SFT/BBSR/22
DATE OF COMMENCEMENT OF DOWNLOADING OF BIDDING DOCUMENT	28/02/2024
LAST DATE FOR DOWNLOADING OF BIDDING DOCUMENT	20.03.2024 UPTO 13:00 Hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS	20.03.2024 UPTO 14:00 Hrs
PRE BID MEETING	12.03.2024 AT 11:00 Hrs
DATE AND TIME OF OPENING OF TECHNICAL BIDS	20.03.2024 AT 15:00 Hrs
PLACE OF OPENING OF BIDS	OFFICE OF THE ODISHA STATE COOP.MILK PRODUCERS FED.LTD. D-2, SAHEED NAGAR, BHUBANESWAR, ODISHA.
ADDRESS FOR COMMUNICATION	THE ODISHA STATE CO- OP. MILK PRODUCERS' FEDERATION. LTD. D-2, SAHEED NAGAR, BHUBANESWAR- ODISHA, INDIA.751007
Contact Person for Inspection	1. Mr. Saumendra Bhumik Gen. Manager(Proj &DO) Mob No:7440043849
Bank Account Details of OMFED for RTGS	Bank Name: Indian Bank Account No: 922440376 IFSC Code: IDIB000K157 Branch Name: Kharvela Nagar

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SECTION - I



www.omfed.com

The Odisha State Cooperative Milk Producers' Federation Ltd.
D-2, Sahid Nagar, Bhubaneswar-751 007.
Ph No- (0674) 2546030/2540273/2540417,
Fax No (0674) 2540974

TENDER NOTICE

OMFED invites sealed techno-commercial offers in separate envelope from experienced manufacturers / suppliers for **DISMANTLING, SHIFTING, POSITIONING, INSTALLATION, TESTING, COMMISSIONING & TRIAL RUN OF BUTTER DEEP FREEZERS (3 no's x 30MT Capacity Each) FROM BHUBANESWAR DARIY TO OMFED DAIRY, ARILO-GOVINDPUR MOUZA, DIST. CUTTACK.**

Tender document can be down loaded from website www.omfed.com against payment of **Rs.10,000/- + 18%GST** in shape of Demand Draft drawn in favour OMFED drawn on any Nationalized bank payable at Bhubaneswar. The tender document should be duly filled & submitted on due date along with the cost of tender paper. Bids with EMD amounting to Rs.50,000/- shall be received up to **1400 hours on 20.03.2024** & shall be opened on the same day at 1500 Hrs. at Omfed Corporate Office, D/2, Saheed Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered.

Tenderers are requested to visit OMFED website regularly as any **corrigendum / addendum** may be published in OMFED website and not in any other media/ news papers.

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

Managing Director

SECTION II
GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL INFORMATION

1.1 SCOPE OF WORK:-

DISMANTLING, SHIFTING, POSITIONING, INSTALLATION, TESTING, COMMISSIONING & TRIAL RUN OF BUTTER DEEP FREEZERS (3no'sx 30MT Capacity Each) AT OMFED DAIRY, ARILO-GOVINDPUR MOUZA, DIST. CUTTACK.

1.2 LOCATIONS AND AREA

<u>Name of Dairy</u>	<u>Address</u>	<u>Nearest Railway station</u>
OMFED Dairy	Arilo-Govindpur Mouza, Barang Tahasil	Bhubaneswar

1.3 Period of Completion

The period of completion of work, including supply testing, commissioning, trial run and handing over, shall be **08(Eight) months** from the date of acceptance of the order.

1.4 IMPORTANT NOTE

- Period of completion of work is very important for this project. The work has to be carried out strictly as per the work programme.
- The work shall be carried out in an operating Dairy premises. The contractor has to take care that the normal activities of the office are not hampered in any way due to the construction works being done by the contractor.
- Any circular/office order issued earlier by this federation will not have any binding effect if otherwise not stated in this tender document.

2.0 COST OF BIDDING

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

3.0 SITE VISIT

- I. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at bidder's own expense.
- II. The bidder and any of his personnel or agent(s) will be granted permission by the OMFED to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or agent(s), will release and indemnify the OMFED and his personnel and agent(s) from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss or damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

4.0 BIDDING DOCUMENT

The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidders own risk.

5.0 CLARIFICATION OF BIDDING DOCUMENTS:

A prospective bidder requiring any clarification of the bidding documents may attend the PRE BID MEETING AS PER SCHEDULED DATE AND TIME OR notify the OMFED in writing or by Mail/Post at the address of communication indicated in the tender notice. The OMFED will respond in writing or by Mail/ telegram / fax to any request for the clarification which is required earlier than 5 days prior to the deadline for the submission of the bids. Written copies of the response of the OMFED (including a description of the enquiry without identifying its source) will be sent to all prospective bidders who purchased the bidding documents, and will be attached to the bidding documents sold subsequently.

6.0 AMENDMENT OF BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for the submission of bids, the OMFED may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by the issuance of amendment.
- 6.2 The amendment will be sent in writing or by mail to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by mail/post/ fax to the OMFED. The amendment will be attached to the bidding document sold subsequently.
- 6.3 In order to afford prospective bidders reasonable time in which to take an amendment into account in preparing their bids the OMFED may at its discretion extend the deadline for the submission of bids.

7.0 PRE-BID MEETING:

- The pre bid meeting is scheduled on dt. 12.03.2024 at 11:00 AM at Conference hall of OMFED Corporate Office, D/2 Sahid Nagar, Bhubaneswar, Dist. Khurda.
- Bidder are requested to attend the pre bid meeting.

8.0 DOCUMENTS COMPRISING IN THE TECHNICAL BID

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

- (a) The bidder shall be signed & stamped in each page as a token of having read & understood the contents in the original bidding document of OMFED.
- (b) Bid security (Earnest Money Deposit) furnished in accordance with Clause-10.
- (c) Schedule of Quantities/Price bid, completed in accordance to clauses-09.
- (d) Copy of firm Registration Certificate.

- (e) Copies of Pan, GST Certificate of the firm.
- (f) Details of experience and past performance of the bidder of works of similar nature within the past three years along with copies of completion Certificate.
- (g) Details of current works in hand and other contractual commitments, along with copies of work orders.
- (h) Copy of Balance sheet, Profit & loss statement for last three financial years i.e 2020-21,2021-22 & 2022-23.
- (I) Income tax return for last three financial years (2020-21,2021-22 & 2022-23).
- (J) Copy of GSTR-3B for the three months preceding to the opening of the tender.
- (H) Average Annual sales turn over should not to be less than 50 lakh during the financial year 2020-2021,2021-2022,2022-2023.

8.1 DOCUMENTS IN THE COMMERCIAL BID

- a) The offer total Cost will be including DISMANTLING, SHIFTING, POSITIONING, INSTALLATION, TESTING, COMMISSIONING & TRIAL RUN OF BUTTER DEEP FREEZERS (3 no's x 30MT Capacity Each) from Bhubaneswar Dairy to OMFED DAIRY, ARILO-GOVINDPUR MOUZA, DIST. CUTTACK.
- b) The rate shall include freight, packing, forwarding, **GST & all other taxes etc.**
- c) **The bidders must visit at the site before offer their rate.**

9.0 BID PRICES

- 9.1 unless stated otherwise in the bidding document, the Contract shall be for the whole works as described in the offer based on the Schedule of Unit rates and prices submitted by the bidder.
- 9.2 The bidder shall fill in the rates and prices for all items of works described in the Schedule of Quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid by OMFED when executed and shall be deemed to have been covered by the other rates in the Schedule of Quantities.
- 9.3 All duties taxes and other levies shall be payable by the bidder under the Contract or for any other cause, shall be included in the rates and the prices and total bid price submitted by the bidder.

10. BID SECURITY (EARNEST MONEY DEPOSIT)

- 10.01 The bidder shall furnish, as part of its bid, bid security for a value of **Rs. 50,000/- (fixed)**.
- 10.02 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture.
- 10.03 The bid security shall be in one of the following forms:
 - (a) A bank guarantee issued by a Nationalized Indian bank only in the form strictly in accordance to the sample form provided in the bidding documents and valid from the date of bid opening as prescribed in the tender notice till 30 days beyond the validity of the bid. Or
 - (b) A demand draft or pay order in favour of Odisha State Cooperative Milk Producers Federation Limited, Payable at Bhubaneswar.

- 10.04 Any bid not secured in accordance with clause 10.1 to 10.3 will be rejected by OMFED as non-responsive and the 2nd cover shall not be opened at all.
- 10.05 Unsuccessful bidders bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed in the bidding document.
- 10.06 The successful bidders bid security will be discharged upon the bidders executing the contract and after furnishing the performance security Deposit.
- 10.07 No interest shall be paid by OMFED on the bid security furnished by the bidder.
- 10.08 The bid security may be forfeited:
- (a) If a bidder withdraws or modifies his bid during the period of bid validity;
 - Or
 - (b) In the case of these successful bidder, if the bidder fails:
 - i) To sign the agreement in accordance with clause -18;
 - Or
 - ii) To furnish the required performance security in accordance with clause-19.

11.0 PERIOD OF THE VALIDITY OF BIDS

- 11.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by the OMFED. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.
- 11.2 In exceptional circumstance prior to the expiry of the original bid validity period the OMFED may solicit the bidders consent to a specified extension of the period of validity. The request and the response thereof shall be made in writing. The bid security provided under clause 10 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid. The provisions of the clause 10 shall continue to apply during the extended period of bid validity.

12.0 FORMATS AND SIGNING OF BID

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

12.5 Only one bid may be submitted by each bidder. no bidder shall participate in the bid of another for the same contract in any relation whatsoever.

13.0 SUBMISSION OF BIDS

SEALING AND MARKING OF BIDS

The bidders shall seal the offer documents duly marking the envelopes as Name of the work with Address.

Sl no.	Envelopes
PART-A	<i>Pre-Qualification Documents</i>
PART-B	PRICE BID

Both the above documents shall be sealed and enclosed in another bigger envelope and sealed mentioning the work name on the above & also be marked with the name of the agency & contact no.

14.0 BID OPENING AND EVALUATION

14.1 The OMFED will open bids including submissions, in the presence of bidders' representatives who choose to attend, at the office of the Odisha State cooperative milk producers, federation limited, Bhubaneswar, Orissa. The bidders' representatives who are present shall sign the tender opening document evidencing their attendance.

14.2 The bidders' names, bid prices and the presence or absence of the requisite bid security and such other details as the OMFED, at its discretion, may consider appropriate will be announced at the opening.

14.3 The OMFED will examine the qualification bids to determine the substantial responsiveness of bidder, will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

14.4 The OMFED shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 14.2.

15.0 PRELIMINARY EXAMINATIONS

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

15.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be accordingly corrected. If there is a Discrepancy between rates and amounts in words and figures, the value in words will prevail. The amount stated in the form of bid will be adjusted by OMFED in accordance with the started procedures, and with the concurrence of the bidder, shall be

considered as binding on the bidder. If the bidder does not accept the correction of the errors, its bid will be rejected and the bid security will be forfeited.

- 15.3 The OMFED at its discretion may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.
- 15.4 The OMFED reserve the right to accept or reject any variation, deviation or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the bidding documents or otherwise result in the accrual of unsolicited benefits to the OMFED shall not be taken into account in bid evaluation.
- 15.5 If the bid of the successful bidder is seriously unbalanced in relation to the OMFED's estimate of the real cost of the whole or any part of the work to be performed under the Contract, the OMFED may require that amount of the Performance security deposit set forth in the clause 19. be increased at the expense of the successful bidder to a level sufficient to protect the OMFED against financial loss in the event of subsequent default of the successful bidder under the Contract.

16.0 AWARD OF CONTRACT/ AWARD CRITERIA

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

17.0 OMFED'S RIGHT TO ACCEPT ANY BID OR 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 OMFED's action.

18.0 SIGNING OF THE AGREEMENT

Within 15 days of receipt of the notification of award ,the successful bidder shall prepare and execute the agreement ,strictly in accordance to the sample form provided in the bidding document.

19.0 PERFORMANCE SECURITY

- 19.1 Within 15 days of the receipt of notification of award from the OMFED, the successful bidder shall furnish the performance security for an amount of **Rs. 1,50,000/-** (Fixed).
- 19.2 Failure of the successful bidder to comply with the requirement of Performance Security deposit 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.

- 19.3 The performance security shall be denominated in Indian Rupees and shall be in any of the following forms: -
- a) A Demand draft or Pay Order drawn in favour of the Orissa State Cooperative Milk Producers Federation Ltd. Payable at Bhubaneswar.
 - b) A Bank guarantee issued by a Nationalized Indian Bank. The acceptable form shall be strictly as provided in section IX of the Bidding documents.
- 19.4 The bank guarantee shall be valid for the entire period of the Contract including the Period of Maintenance plus 90 days .The validity of the Bank guarantee be suitably extended in the event of extension of time of the Contractor pursuant to clause 68 herein.
- 19.5 The performance security shall be released by the OMFED not later than 60 days of expiry of validity period.
- 19.6 In the event of the increase in the Contract value, in actual execution, proportionate additional performance security, shall be paid by the Contractor if called upon to do so.
- 19.7 In the event of decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.
- 19.8 No interest shall be paid by the OMFED for the amount deposited as performance security with the OMFED.
- 19.9 The performance security may be released during release of running bill on submission of valid Bank guarantee and conformation of Bank.
- 19.10 **PSD** of amounting to **Rs. 1,50,000/-** shall be retained & same shall be released after one year from the date of handing over subject to satisfactory performance.

20.0 Penalty for Delay

- 20.1 If the contractor fails to achieve completion of the works within the specified time, then the contractor shall pay to the OMFED the sum at the rate of 0.5 % (half percent) of the total value of work done under the contract, as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work. The OMFED may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the contractor. The payment or deduction of such penalty shall not relieve the contractor from obligations to complete the works, or from any other of his obligations and liabilities under the contract.
- 20.2 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.
- 20.3 The criteria for deriving the penalty for delay shall be the actual value of works executed and the amended time of completion.
- 20.4 Any incremental taxes and levies due to the delay in the performance of the contract by the contractor shall be to the contractor's account.

21.0 Settlements of Disputes

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

22.0 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.

23.0 Applicable law

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

24. 0 Taxes and Duties

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

25.0 Jurisdiction

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

26.0 TAXATION AND OTHER STATUTORY OBLIGATION

The successful bidder shall be entirely responsible for all taxes, duties, license fees etc.

The successful bidder shall be liable to pay all corporate taxes, income tax and other taxes that shall be levied according to the laws and regulations applicable from time to time in India and the estimate by the successful bidder shall include all such taxes. Wherever the laws and regulations require deduction of such taxes at the source of payment, the OMFED shall effect such deductions from the payment due to the successful bidder. The remittance of amounts so deducted and issuance of certificate for

such deductions shall be made by the OMFED as per the laws and regulations in force. Nothing in the Contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the successful bidder in respect of the Contract. The successful bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the successful bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

Employee State Insurance (ESI) Act.

The successful bidder shall accept full and exclusive liabilities for the compliance with all obligations imposed by the ESI Act 1948, and the successful bidder shall further defend, indemnify and hold the Owner/OMFED harmless from any liabilities or penalties which may be imposed by the central, state or local authorities by reason of any asserted violation by successful bidder or sub-contractor successful bidder of the ESI Act, 1948 and also from all claims, suits or proceedings that may be brought against the OMFED arising under, growing up or by reason of the work provided for by this Contract whether brought by the employees of the successful bidder, by the third parties, or by central or state govt. authorities or by political sub-division thereof. The successful bidder shall fill in with the ESI the declaration form and all other forms which may be required in respect of the successful bidder's or sub-Contractor's employees and who are employed by for the works provided for or those covered by ESI from time to time under the agreement. The successful bidder shall deduct and secure the agreement of the sub-contractor's and deduct the employee's contribution as per the first schedule of the ESI Act from wages and affix the employees' contribution cards at wages payment intervals. The successful bidder shall remit and secure that agreement of the sub-sub-contractor's to remit, the employees contribution as required by the Act. The successful bidder shall maintain all codes and records as required under the Act in respect of the employees and payment and the successful bidder shall secure the agreement of the sub-contractor of successful bidder to maintain such records. Any expense incurred for the contribution and maintaining records shall be to the successful bidder's account.

Provident Fund & Misc. Provision Act

The successful bidder shall discharge liabilities under the Employees' Provident Fund & Misc. Provision Act, 1952 and Rules made there under in respect of its establishment for fulfillment of contractual obligations with OMFED. In the event of failure of the successful bidder or to discharge the liabilities under the above said Act, then the successful bidder shall defend the proceeding, if any, so brought out against OMFED and consequently bear the cost of such litigation and penalties imposed for such failure by the successful bidder.

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

Recovery of Compensation paid to Workman

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensations Act, 1923, OMFED is obliged to pay compensation to a workman employed by the successful bidder or its sub-contractor, in execution of the works, OMFED will recover from the successful bidder the amount of the compensation so paid; and without prejudice to the right of the OMFED under sub-section (2) of section 12, of the said Act, OMFED shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by OMFED to the successful bidder whether under this contract or otherwise. OMFED shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the successful bidder and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Statutory Provisions of ESI & EPF for resource engaged:

The vendor must abide by all applicable rules, laws & regulations that may be in force from time to time and shall be responsible for conduct of resource persons as an immediate Employer. Further, the vendor shall ensure compliance of all permissions under Act & Regulations of ESI & EPF Scheme. Vender should submit the relevant records & registers towards contribution made for ESI & EPF in respect of the resource persons engaged as when required by the concerned

Statutory Authorities. If the vendor defaults in any manner to comply with the provisions of ESI & EPF Act & Scheme made there under including all other applicable Laws & Regulations, the vendor shall be solely responsible for the same and shall be liable to pay any fine/penalty/damage/interest imposed by the authorities. In case of default by the vendor the notional amount towards fine/penalty/damage/interest likely to be imposed by the concerned Statutory Authorities shall be deducted from the running Bill/Security Deposit/Performance Guarantee and kept separately till finalization of the matter. No interest shall be paid on such amount.

Besides the above, the vendor requires complying with any other Act/Provisions such as payment of Bonus etc., if applicable for the resource persons engaged.

SECTION -III

PAYMENT TERMS

i) On progress of work:

30% of the total order value shall be paid on safe arrival of material from Bhubaneswar Dairy to OMFED DAIRY, Arilo.

ii) On Commissioning:

Remaining 70% after successful commissioning with trial run of the entire project and handing over the same.

iii) The Contractor shall be entirely responsible for all taxes duties, license fees etc. incurred until delivery of contracted goods including installation and commissioning to the OMFED/Owner.

iv) PSD of amounting to **Rs. 1,50,000/-** shall be retained & shall be released after one year from the date of handing over subject to satisfactory performance.

v) All the payment are subject to deduction of statutory dues as applicable.

SECTION -IV

SCOPE OF THE WORK

- The quoted prices shall be on FOR destination basis, inclusive of all taxes, GST, cess & duties, packing & forwarding charges, transportation, insurance and other incidental charges, loading & unloading charges etc. as applicable.
- The successful bidder shall dismantle the 3 no's 30MT butter deep freezer material safely at OMFED Bhuaneswar Dairy, Chandrasekharpur.
- The same dismantled materials of butter deep freezer should be properly packed in the Cardboard/Corrugated boxes & cover the materials by using Shrink Wrap/ Woven Sack/Jute Bags to prevent any breakage/damages during transportation/shifting.
- The contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit. 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.
- The successful bidder shall be responsible for supply of all sundries like oil etc as may be required for erection, testing, commissioning & performance trial run for 30 days, including oil and lubricants. However, electrical/ fuel charges during the 30 days period of performance trial run shall be borne by OMFED.
- The contractor shall 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.
- 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 project.
- Furnishing of tools & tackles required for assembly and maintenance of the supplied goods is in the scope of the successfully bidder.
- Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods is in the scope of the successfully bidder.
- Conduct of training of the OMFED'S personnel, on-site, in assembly, start-up operation, maintenance and repair of the installed goods is in the scope of the successfully bidder. if required.
- Prices charged by the contractor for the preceding incidental services are to be included in the price of the contract.
- Each freezer cabinet should have independent cooling / evaporation unit out of which one is operational and one standby.
- The safety control, piping and electrical wiring should be provided separately for the standby and operational unit.
- Proper piping and electrical wiring between condensing unit and evaporative unit shall be provided by the bidder as per the site condition. No extra payment shall be given for any additional requirement.

- Dismantling of existing floor, floor insulation including level flooring including supply & fixing of Kotta stone (if required) is within the scope of the bidder.
- Minor civil work like dismantling, fixing, plaster, colouring, leveling (if required) during the time of installation shall be provided by the bidder. No extra payment shall be given for this work.
- Minor electrical work like cable trench, electrical wire supply.etc. (if required) during the time of installation shall be provided by the bidder. No extra payment shall be given for this work.
- The offered price shall include dismantle, shifting, installation, trial run, freight, unloading, transportation, royalties, labour cess, all taxes and duties inside the state of Odisha.
- Anteroom to be provided against each freezer cabinet of width 1.5mtr with one set of door and Air curtains.
- The bidder shall be responsible for Successful INSTALLATION, TESTING, COMMISSIONING & TRIAL RUN of Butter deep freezer room in the premises of the OMFED Dairy.
- **It is instructed to bidder to visit the site before offer his rate. It will be completely successful bidder responsibility to dismantle the material safely & shift, install, commissioning & trial run the same at OMFED Dairy, Arilo.**
- If any item shall be damaged during its removal/transportation from existing site (Bhubaneswar Dairy) or during the installation (OMFED Dairy), Then the same shall be supply/repair by the bidder. No extra payment shall be given for this work supply/repair by the bidder.

SECTION-V : PRICE BID

RATE FOR ONE NO. 30 MT BUTTER DEEP FREEZER

SL NO	Description	For one no-30MT		
		Quantity	Rate per Unit	Total Amount (In Rs.)
1	Dismantle, Shifting and Re-installation of Air Cooled Condensing Unit of inline Capacity Refrigeration – R 22 with accessories.	02 No		
2	Dismantle, Shifting and Re-installation of Evaporator Unit of inline Capacity Refrigerant—R 22 (Wall/ceiling mounted) with accessories.	02 No		
3	Dismantle, Shifting and Re-installation of 150 mm thick PUF Panel from floor wall and ceiling of cold room along with 150mm thick hinged Door both for freezer cabinet & anteroom with other accessories.	01Lot		
4	Dismantle, Shifting and Re-installation of Auto-changeover system for all the units for 12 hrs alternative operation.	02 Lot		
5	Dismantle, Shifting and Re-installation of Installation of Indoor Evaporating Unit and Outdoor Condensing Unit with accessories.	1 Sets		
6	Dismantle, Shifting and Re-installation of Copper piping and electrical cabling between IDU and ODU	2 Sets		
7	Dismantle, Shifting and Re-installation of Drain piping including insulation with Nitrile Rubber	2 Lots		
8	Dismantle, Shifting and Re-installation of Insulation of the Suction Line with Nitrile Rubber	2 Lots		
9	Dismantle, Shifting and Re-installation of Pressure Testing with Nitrogen, Vacuumising,	2 Lots		

	Charging R 22 refrigerant and commissioning the refrigeration unit including trail run.			
10	Dismantle, Shifting and Re-installation of Air Curtain(Cooling cabinet & Anti room)	02No.		
11	Dismantle, Shifting and Re-installation of Auto complete Thermometer, safety belt, lighting point	2 Sets		
12	Dismantle, Shifting and Re-installation of Electrical control panel	01 set		
13	Extra Fixing accessories (Gas, Piping, PVC Piping, Insulation and fittings) All condensing unit fixing nearby cold room.	01 Lot		
Total				

SUMMARY FOR 3 NO'S 30 MT BUTTER DEEP FREEZER

Sl no.	Description	Qty.	Total Amount (In Rs.) Excluding GST
01.	30 MT - BUTTER DEEP FREEZER	03.	
02.	Total		
03.	Add GST		
04.	Grand Total		

In Words (.....)

Name of the bidder.....

Mob No.....Address:.....

Seal & Signature:-

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

_____ (Signed by
an Authorised Officer of the Firm)

_____ Title of
Officer

Name of Firm

FORM OF AGREEMENT

(On Non-Judicial Stamp Paper of minimum value of Rs. 100/- or as per Stamp act of local state Govt.)

THIS AGREEMENT is made and executed on the ____ day of _____ (Two thousand _____) between THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED and having its registered office at BHUBANESWAR – 751 007 (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 execution, completion and maintenance of 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 hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as a part of this agreement, viz
 - i) this Form of Agreement
 - ii) the Letter of Acceptance
 - iii) the said bid and Appendix
 - iv) the Scope of the work
 - v) the Schedule of Quantities
 - vi) Form of Bank Guarantees
 - vii) this document from page no. 1 to 30,
- * The Contractor shall not fill up this form.
- 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.
- 4.0 In the consideration of the payment to be made by the OMFED to the Contractor as hereinafter 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.

5.0 The OMFED hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance 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 affixed the day, month and year first above written.

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

Signed, sealed and delivered for and
on behalf of the within named
Contractor, the other part.

Authorized Signatory

Authorized Signatory

The Orrisa Milk Producers'
Federation Limited (OMFED)

Contractor

In the presence of:

In the presence of:

WITNESS:

WITNESS

1. Signature

1. Signature

Name

Name

Address

Address

2. Signature

2. Signature

Name

Name

Address

Address

Note: The above value of stamp duty should be minimum Rs.100/- or as per latest notification of Local Government.

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ *for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20__ .

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity :

(a) _____ fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) _____ fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) _____ does not accept the correction of the Bid Price in tender Clause .

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will

note that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in tender Clause of the Instructions to Bidders.

** 120 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 90 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____ Name of
Bank _____ Address _

_____ Date __

* *An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _ _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal : _____ Name of Bank
/Financial Institution _____ Address : _____
_____ Date : _____

* *An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.*

Letter of Acceptance

(Letterhead paper of the Employer)

_____ (Date)
_____)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the

_____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of _____ Rupees

_____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our agency.

We accept/ do not accept that _____ be appointed as the Adjudicator². You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. ___ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated tender clause.

Yours faithfully,

Authorized Signature Name and title of Signatory

Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".