



TENDER DOCUMENT

F O R

EXECUTION OF 1 NO. 3 KL & 1 No. 5 KL BARREL (DOUBLE CHAMBER) & FIXING WITH NEW CHASSIS FOR ROAD MILK TANKERS

(This tender document contains 36 numbers of pages)

TO BE FILLED BY THE TENDERER (BIDDER)

- 01. Name of the Bidder/Vendor :**
- 02. Full Address of the Bidder :**
- 03. Registration No of the Firm:**
- 04. Telephone / Mobile No:**
- 05. E-Mail ID.**
- 06. PAN No:**
- 07. GST Registration NO**
- 08. Name of the contact Person with Mobile No:**
- 10. Last date of submission of Tender: 04.01.2024 UPTO 14:00 Hrs**
- 11. Date of opening of Tender (Technical Bid): 19.01.2024AT 15:00 Hrs**

**KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD,
AT/PO- SALAPADA, ANANDAPUR, KEONJHAR,PIN-758020**

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE
I	TENDER NOTICE	4
II	INSTRUCTIONS TO BIDDERS	5
III	GENERAL CONDITIONS OF CONTRACT	16
IV	TECHNICAL SPECIFICATIONS	25
V	SCHEDULE OF QUANTITY	26
VI	COMMERCIAL BID	27
VII	BID FORM	28
VIII	QUALIFICATION APPLICATION	30
IX	FORM OF AGREEMENT	31
X	TECHNICAL DEVIATION STATEMENT FORM	33
XI	UNDERTAKING	34
XII	CHECK LIST	35
XIII	POINTS BIDDERS SHOULD BEAR IN MIND	36

KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD,
AT/PO- SALAPADA, ANANDAPUR, KEONJHAR, PIN-758020
TELEPHONES: 7978647441 & 9937510440

EMAIL: omfedkmul@gmail.com

web site: www.kendujhar.nic.in

TENDER FOR:

EXECUTION OF 1 NO. 3 KL & 1 NO. 5 KL BARREL AND FIXING WITH NEW CHASSIS OF ROAD MILK TANKER OF KEONJHAR DISTRICT CO-OP. MILK PRODUCERS UNION LTD.

LOCATION OF MILK UNION SITE	: Keonjhar Milk Union Ltd
TENDER REFERENCE	: KMUL/P&I/DMF/01-2024
DATE OF COMMENCEMENT TO DOWN	: 04.01.2024
LOAD OF BIDDING DOCUMENT	: 19.01.2024
LAST DATE FOR DOWN LOAD OF BIDDING DOCUMENT	: 19.01.2024
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 19.01.2024 UPTO 14.00 Hrs
DATE AND TIME OF OPENING OF BIDS	: 19.01.2024 AT 15.00 Hrs
PLACE OF OPENING OF BIDS	: KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, AT/PO- SALAPADA, ANANDAPUR, KEONJHAR, PIN-758020
ADDRESS FOR COMMUNICATION	: KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, AT/PO- SALAPADA, ANANDAPUR, KEONJHAR, PIN-758020

SECTION- I



KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD,
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web site: www.kendujhar.nic.in

TENDER NOTICE

Keonjhar Milk Union Ltd invites sealed techno-commercial offer in separate envelope from Manufacturer for execution of barrel for Road Milk Tankers.

Tender document can be down loaded from the website www.kendujhar.nic.in from dt.04.01.2024 to dt.19.01.2024. The tender document should be duly filled & submitted on due date along with the cost of tender paper of Rs.4,000/- + GST @18% and EMD amounting to Rs.21,000/- in shape of Demand Draft in favour of KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, drawn on any Nationalized bank payable at Anandapur shall be received up to 14.00 hours on dt.19.01.2024 & shall be opened on the same day at 15.00 Hrs. at Keonjhar Milk Union Ltd office in presence of interested bidders. Bids without requisite EMD shall not be considered. The price/commercial bid of technically successful bidder shall be opened on a later date under intimation to the bidders.

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

**General Manager,
Keonjhar Milk
Union ltd.**

SECTION - II

INSTRUCTION TO BIDDERS

1.0 GENERAL INFORMATION

1.1 SCOPE OF WORK:-

Execution of 1 No. 3 KL & 1 No.5 KL barrel (double chamber) and fixing with new chassis for Road Milk Tankers.

1.2 LOCATIONS AND AREA

- Keonjhar Milk Union, Salapada, Keonjhar District, Odisha

1.3 Period of Completion

The period of completion of work shall be two **(01) month** from the date of issuance of Work Order. Period of completion of work is important for this project. The work has to be carried out strictly as per the work programme with in the completion period.

2.0 Eligibility and Qualification requirements:-

- 2.1** The bidder should be the manufacturer of barrel for Road Milk tankers.
- 2.2** The bidder should have minimum three years experience in manufacturer of barrel for Road Milk Tanker to different Institutions, dairies, Cooperatives etc.
The bidder should furnish the purchase order / performance certificate from the client.
- 2.3** The bidder should be technically sound to design the barrel for Road Milk Tanker of 3000 Ltr & 5000 Liter capacity to select the matching capacity, Chassis for smooth operation.
- 2.4** For the Refrigeration system, the bidder should ensure the nearest source of service points of the referred brand.
- 2.5** The bidder should be fully equipped with the technical manpower and other resources to render after sales service and to attend the breakdown call in time.
- 2.6** The bidder should not have been blacklisted by any dairy, Cooperatives or Institutions.
- 2.7** Annual Sales turn over should not to be less than 20 lakhs during the financial year 2020-21, 2021-22 & 2022-23.

3.0 Price basis:

The quoted prices for execution and fixing of barrels shall be on FOR destination basis, inclusive of all taxes including GST and other taxes 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.

4.0 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and, "THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD" hereinafter referred to as "THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD ", 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 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish required documents or submission of a bid not substantially responsive in every respect will be at the bidder's risk and may result in rejection of the bid.

6.0 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in writing at THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S mailing address indicated in this document. The THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD. Written copies of the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may, at its discretion, extend the deadline for the submission of bids.

8.0 PREPARATION OF BIDS

8.1 DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:

Technical Bid should contain information regarding the company/ Firm, it's registration details, Authorization letter, client list, Performance certificate given by clients if any, Self-declaration of not black-listed, business turn over, experience and other details of the Farms to judge the suitability of the Bidder. Bidder must ensure the following conditions while submitting the bid.

- 1) Details of the Firm/ Company:** Copy of the Registration of the Firm/ Company must be enclosed. In case of authorized wholesalers / dealers / distributors certificate from the original Manufacturers should also be enclosed.
- 2) Service and Maintenance:** A write up on service and maintenance capability is required. Bidders must indicate their sales and support services centre in Bhubaneswar / Cuttack and their plan to address issues relating to services, maintenance.
- 3) Compliance Sheet:** Signed and stamped compliance sheet of the Technical specification of the offered items must be enclosed with technical bid.
- 4) Technical printed literature:** Printed Technical literature of the items for which tender is being offered must be enclosed with the Technical Bid.
- 5) Clientele list:** list of the Organizations where the similar order has been executed during the last three years and work done list. Supporting documents (copies of orders without any alterations/modification, copies of successful installation report) may be enclosed.
- 6) Work Order: Work Order** Copies to whom similar item has been supplied may also be enclosed.
- 7) Performance certificate:** Performance certificate from the previous clients may also be enclosed. Past performance of the Bidder shall be judged at the time of Technical Evaluation
- 8) Photocopy of up to date Annual Turnover Certificate** duly certified by Chartered Accountant for last three consecutive years (up to financial year ending on March'2020) i.e for 2020-21, 2021-22 & 2022-23. PAN / GST certificate and Audited Financial statement duly certified by chartered

Accountant for last 03 financial years along with the copies of Income Tax return must be enclosed with the Technical Bid.

9) (i) Tender fee and EMD both to be submitted in shape of Demand Draft in favor of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD payable at Anandapur.

(ii) Information of Demand Draft submitted for : (a) Tender fee of Rs.4,000/- + GST@18% (i.e. Rs.4,720/-) (b) Earnest Money Deposit (EMD) of Rs.21,000/-.

iii) The EMD deposited shall not carry any interest, and will be refunded after successful execution of order.

(iv) Tender shall be rejected if the Demand Drafts for the tender form fee and Earnest money are not found in proper order.

10) If the TECHNICAL BID of the Bidder will be found to be in order then only the Price Bid of the bidder shall be opened.

11) Format of documents: "Format of documents required for Technical Bid" should be duly ticked to ensure the list of documents enclosed.

12) Information of EMD/Security/Turnover.

13) GST return (GSTR – I & GSTR – 3B) from April' 2022 to March' 2023.

14) Declaration by the bidder for not being black listed by any Institution.

15) Bankers detail of bidder along with a cancelled cheque.

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

- The original bidding document as downloaded by the bidder should be signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- Filled in Commercial bid format as in the tender document.
- The rate shall include freight, packing, forwarding **inclusive of GST / all other taxes as applicable.**
- The bid form and schedule of quantities, provided in the bidding document, completed in accordance with clauses 09 and 10 of Section II.
- Documentary evidence established in accordance with Clause 11 of Section II that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- The Bidder shall certify that the rates being quoted are not higher than those quoted for any Govt. Department/ Institution/ organization or DGS & D and that if during the year at any time the Bidder shall quote rate lower than that quoted against this tender, then THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD would be given the benefit of that lower rate by the Bidder.

9.0 **Bid form**

The Bidder shall complete the bid Form and the schedule of quantities furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, quantity and prices.

10.0 Bid Prices

10.1 The bidder shall indicate in the schedule of quantities, provided in this document, the unit prices and total 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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD to procure all the items and quantity as mentioned in the bills of quantity.

10.2 Bidders shall provide the break-up of their offered prices separately in the following manner:

(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:

(ii) Charges for packing and forwarding, inland transportation, insurance and other costs incidental to delivery of the goods to their final destination; and

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

10.3 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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.

10.4 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 23 of Section II.

11.0 Documents Establishing Bidders' Eligibility and Qualifications

11.1 The Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the format attached to the Bid document.

11.2 The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted, shall establish to the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S satisfaction:

a) That, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods.

b) That the bidder has the financial, technical and production capability necessary to perform the contract.

i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.

ii) Details of experience and past performance of the bidder on vehicle offered and on those of similar nature within the past 3 years.

iii) Details of statutory registration as applicable on the firm / company i.e. PAN, GST etc.

iv) Qualification and experience of key personnel for successful execution of the contract;

v) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates etc;

vi) Not being black listed by any organization.

12.0 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 12.1** The bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the bidder proposes to supply under the contract.
- 12.2** The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawing and data, and shall furnish:
- (a) A detailed description of the goods' essential technical and performance characteristics.
 - (b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods' use by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD: and
 - (c) A clause-by-clause commentary on the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S technical specification demonstrating the goods' and services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the technical specification.
- 12.3** **For purposes of the commentary to be furnished pursuant to Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and tankers, and references to brand names or catalogue numbers designated by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in its Technical specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/ or catalogue numbers in its bid, provided that it demonstrates to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical specifications.**

13.0 Bid Security (Earnest Money Deposit)

- 13.1** Pursuant to clause 8, the Bidder shall furnish, as part of its bid, **bid security of Rs.21,000/-**.
- 13.2** The bid security is required to protect the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para.13.7.
- 13.3** The bid security shall be in one of the following forms:
- (a) A Bank guarantee issued by a Nationalized / scheduled bank located in India in the form provided in the Bidding Documents, and valid for 30 days beyond the validity of the bid, or
 - (b) A demand draft in favour of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD., Payable at Bhubaneswar.
- 13.4** Any bid not secured in accordance with paras-13.1 and 13.3 will be rejected by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD as non-responsive.
- 13.5** Unsuccessful bidder's 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.
- 13.6** The successful Bidder's bid security will be discharged upon the bidders executing the agreement, pursuant to clause 31, and furnishing the performance security.

13.7 The bid security may be forfeited:

- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- (b) In the case of successful bidder, if the bidder fails;
 - (i) To sign the contract in accordance with clause 30
 - Or
 - (ii) To furnish performance security in accordance with clause 31.

14.0 Period of validity of bids

14.1 Bids shall remain valid for 01 year after the date of bid opening, stated in the cover page/ tender notice. A bid valid for a shorter period may be rejected by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD as non-responsive.

14.2 In exceptional circumstance, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Cable or Fax. The bid security provided under clause-13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

15.0 Format and signing of bid

15.1 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for amended printed literature, shall be initialed by the person or persons signing the bid.

15.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initialed by the person or persons signing the bid.

D. Submission of bids

16.0 Sealing and marking of bids

16.1 The bidders shall seal the original bidding document, along with all relevant documents & drawings, in an envelope.

16.2 The envelope shall be addressed to the
THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD
at the following address: AT/PO- SALAPADA, ANANDAPUR, KEONJHAR, PIN-758020

(a) Bear the Tender Reference No., Name of work & Date of opening.

(b) Indicate the name and address of the bidder.

16.3 If the outer envelope is not sealed and marked as required by Para. 16.2, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.

16.4 The bidders shall submit the "Eligibility and post-qualification application" along with the bid.

17.0 Deadline for submission of bids

- 17.1 Bids must be received by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD at the address specified in cover page / tender notice not later than the date and time specified for receipt of the bids as indicated in cover page / tender notice.
- 17.2 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Para 7, above in which case all rights and obligations of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late bids

Bids received after the deadline for submission of bids will be rejected or returned unopened to the bidder. THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD shall not bear any responsibility for late delivery of bids submitted by post.

19. Modification and withdrawal of bids

- 19.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD prior to the deadline prescribed for submission of bids.
- 19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of Para 16. A withdrawal notice may also be sent by Fax or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 19.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION

20.0 Opening of Bids by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD

- 20.1 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will open bids, in the presence of bidders' representatives who choose to attend, at the time and date specified in the Tender notice, at the office of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD., At/Po- Salapada, Dist- Keonjhar, Odisha. The Bidders representatives, who are present shall sign attendance sheet evidencing their presence during the bid opening.
- 20.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, at its discretion, may consider appropriate will be announced at the opening.

21.0 Clarification of bids:

- 21.1 To assist in the examination, evaluation and comparison of bids the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

22.0 Preliminary Examination:

- 22.1 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will examine the bids to determine 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.

- 22.2** 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. If there is a discrepancy between words and figures, the amount in words will prevail. The total price shall be corrected accordingly. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 22.3** Prior to the detailed evaluation, pursuant to Para 23, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 22.4** A bid determined as not substantially responsive will be rejected by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.
- 22.5** THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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.
- 23.0** **Evaluation and Comparison of Bids**
- 23.1** THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Para 22. However, bidders are allowed the option to offer discounts. The discounts will be taken into account in the evaluation of bids so as to determine the bid offering the lowest evaluated cost for THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in deciding award.
- 23.2** The comparison shall be on FOR site basis, (such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and GST payable on finished goods offered).
- 23.3** THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S evaluation of a bid will take into account, in addition to the bid price and the cost of services, the following factors:
- (a) Cost of inland transportation, insurance and other costs incidental to delivery of the goods to their final destination including excise duty;
 - (b) Delivery schedule offered in the bid;
 - (c) The cost of components, spare parts and service;
The availability in India of spare parts and after sales services for the RMTs offered in the bid;
 - (d) Deviation in payment schedule from that specified in the special conditions of contract;
 - (e) The quality and adaptability of the RMTs offered.
- 24.0** **Contacting THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD**
- 24.1** No Bidder shall contact THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded, unless invited by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD for discussions / clarifications.
- 24.2** Any effort by a bidder to influence THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

25.0 Post-qualification

25.1 In the absence of pre-qualification, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.

25.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD deems necessary and appropriate including details of experience and records of past performance. THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may also inspect the works of the bidder to satisfy itself regarding the capability of the bidder.

25.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

26.0 AWARD CRITERIA

THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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, pursuant to Para 23 and 25 & who is determined to be qualified to satisfactorily perform the contract.

27.0 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.

THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD reserves the right to increase or decrease the quantity of goods and services specified in the schedule of requirements without any change in unit price or other terms and conditions.

28.0 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S Right to Accept Any Bid and to reject Any or All Bids:

THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S action.

29.0 Notification of Award

Within the period of bid validity, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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.

29.1 The notification of award will constitute the formation of the contract.

Upon the successful bidder's furnishing of performance security, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD will promptly notify each unsuccessful bidder and will discharge its bid security.

30.0 Signing of Agreement

Within 15 days of receipt of the notification of award, the successful bidder shall prepare & given the consent, in the format provided in this bidding document, and send the same to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD along with a duplicate copy. The original contract form shall be retained by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, & a duplicate copy of the same shall be sent to the contractor, after it has been signed and dated.

31.0 Performance Security

Within 15 days of receipt of the notification of award from THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, the successful bidder shall furnish the performance security deposit in accordance with clause 6 of the general conditions of contract, 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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, payable at Bhubaneswar.

31.1 Failure of the successful bidder to comply with the requirement of Para 30 or Para 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may make the award to the next lowest evaluated bidder or call for new bids.

32.0 IMPORT LICENCE

No import license shall be provided by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD for goods offered against this bid.

NOTE:

1. IF THE TENDER IS NOT OPENED ON THE ABOVE DATE AND TIME DUE TO UNFORESEEN CIRCUMSTANCES, THEN IT WILL BE NOTIFIED ON WEBSITE.

2. THE PRICE BID OF THOSE BIDDERS WILL BE OPENED, WHO ARE SUCCESSFUL IN TECHNICAL BID EVALUATION.

3. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES MAY ATTEND THE OPENING OF THE BID.

SECTION - III

General Terms & Conditions of the Tender:

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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD and the contractor, as recorded in the contract form signed by the parties, including the notification of award, all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The work" means, which the contractor is required to execute the barrel and fixing with chassis and supply to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD under the contract;
- (c) "Services" means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, provision of technical assistance, training and other such obligations of the contractor covered under the contract;
- (d) THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD" means the organization purchasing the goods and services under the contract i.e. ORISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.
- (e) "The contractor" means the individual(s) or firm(s) supplying the goods under this contract i.e., with which an agreement has been signed by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD for supply of goods & services required elsewhere in this document.

2. APPLICATION

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

3. STANDARDS

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

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

4. Use of Contract and Information

- 4.1 The contractor shall not, without THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

- 4.2 The contractor shall not, without the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD and shall be returned (in all copies) to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD on completion of the contractor's performance under the contract if so required by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.

5. **PATENT RIGHTS**

The contractor shall indemnify the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof in India.

6.0 **PERFORMANCE SECURITY**

- 6.1 Within 15 days of the contractor's receipt of notification of award of the contract, the contractor shall furnish **performance security to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- 6.3 The performance security shall be denominated in Indian rupees and shall be in the following form:
- a) A Bank guarantee, issued by a Nationalised / scheduled Bank in India, and in the form provided in the bidding documents.
- b) Demand draft in favour of "THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD" payable at Anandapur.
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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD and returned to the contractor not later than 90 days following the date of completion of the contractor's performance obligations, including any warranty / guarantee obligations, under the contract.
- 6.5 No interest shall be paid on the performance security deposit by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.

7. **Inspection and Tests**

- 7.1 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD shall notify the contractor in writing of the identity of any representatives, if retained for these purposes.
- 7.2 The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.

- 7.3 The inspections and tests may be conducted on the premises of the contractor or its subcontractor(s) / at point of delivery and/or at the good's final destination. Where conducted on the premises of the contractor or its subcontractor(s) / all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD. In case of any defects or deficiency notified by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S inspection authority, the contractor will rectify and make good the same without delay and not proceed further processing of such items(s) of goods without obtaining approval from the inspection authority.
- 7.4 Should any inspected or tested goods fail to conform to the specifications/ THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.
- 7.5 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD or its representative.
- 7.6 Nothing in clause 7 shall in any way release the contractor from any warranty or other obligations under this contract.
8. The contractor shall take utmost care to prevent damage or deterioration of vehicles during transit to their final destination as indicated in the contract.

9. Delivery and documents

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

Original and three copies of:

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

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

10. Incidental services

- 10.1 The contractor is required to provide the following services:
- a) Performance of on-site assembly, Start-up, testing, performance trial and handing over of the supplied goods;
 - b) Furnishing of tools, tackles, jack and spanner etc. required for assembly and maintenance of the supplied goods;
 - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) Operation, maintenance and repair of the supplied goods for a period of 30 days, provided that this service shall not relieve the contractor of any warranty obligations under this contract; and
 - e) Conduct of training of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S personnel for operation, maintenance and repair of the supplied goods, if required.
- 10.2 Prices charged by the contractor for the preceding incidental services are to be included in the price of the contract.

11. Spare parts

The contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the contractor: Such spare parts as THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may elect to purchase from the contractor, provided that this election shall not relieve the contractor of any warranty obligations under the contract.

12. Warranty / guarantee

- 12.1 The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that the goods supplied under this contract shall have no defect arising from design, material of workmanship or from any act or omission of the contractor that may develop under normal use of the supplied goods in the conditions. The contractor also guarantees that the goods supplied shall perform satisfactorily as per the designed/rated/ capacity as provided for in the contract.
- 12.2 This warranty / guarantee shall remain valid for 12 months after the goods have been delivered & handed over to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.
- 12.3 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD shall promptly notify the contractor in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.
- 12.5 If the contractor, having been notified, fails to remedy the defects(s) within a period of 30 days, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights, which THE KEONJHAR

DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may have against the contractor under the contract.

12.6 This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD or his authorized representatives.

13. Terms of payment :

90% Payment after safe arrival of vehicles at site.

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

PSD @10% of the work 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.

14. Fixed prices

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

15. Change orders

15.1 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may, at any time, by a written order given to the contractor, pursuant to clause 31, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD;
- (b) The method of shipment or packing;
- (c) The place of delivery; or
- (d) The services to be provided by the contractor.

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

16. Contract Amendment:

No variation in or modification of the terms of the contract shall be made except by written amendment signed by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.

17. Assignment

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S prior written consent.

18. Subcontracts

The contractor shall notify the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in writing of all subcontracts awarded under the contract if not already specified in his bid, such notification, in his original bid or later, shall not relived the contractor from any liability or obligation under the contract.

21.0 Delays in the contractor's performance

21.1 Deliveries in the goods and performance of services shall be made by the contractor in accordance with the time schedule specified by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD, in Section –I of the bidding documents.

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

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

22.0 Time for completion

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

23.0 Extension of Time of Completion

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

24.0 Penalty for Delay

24.1 If the contractor shall fail to achieve completion of the works within the specified time, then the contractor shall pay to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the contractor. The payment or deduction of such penalty shall not relieve the contractor from obligations to complete the works, or from any other of his obligations and liabilities under the contract.

24.2 The aggregate maximum of the penalty for delay payable to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD under this clause shall be subject to a maximum of 5% of the total value of work.

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

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

25. Termination for default

25.1 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part,

(a) If the contractor fails to delivery an or all the goods within the time period (s) specified in the contract, or any extension thereof granted by THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD pursuant to clause 17, 21, & 22; Or

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

25.2 In the event THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD terminates the contract in whole or in part, pursuant to Para. 25.1, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the contractor shall be liable to THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

25.3 Consequent to such termination of contract, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD shall recover the advance paid, if any, to the contractor along with interest @ 18 % per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the contractor.

26. Force Majeure

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

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

26.3 If a force majeure situation arises, the contractor shall notify the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD

DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in writing of such condition and the cause thereof, within 7 days. Unless otherwise directed by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27.0 Termination for Insolvency

THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if:

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

28.0 Termination for Convenience

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

28.2 The goods that are complete and ready for shipment within 30 days after the contractor's receipt of notice of termination shall be purchased by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD at the contract terms and prices. For the remaining goods, the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD may elect:

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

29.0 Settlements of Disputes

29.1 If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the engineer on any matter in connection with or arising out of the contract or the carrying out of the work to be unacceptable, he shall promptly ask the engineer in written instructions or decision. There upon the engineer shall give his written instructions or decision within a period of fifteen days of such request.

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

29.3 If the engineer fails to give his instructions or decisions in writing within a period of fifteen days after being requested, or if the contractor is dissatisfied with the instructions and decisions, he shall appeal to the THE KEONJHAR DISTRICT CO-OPERATIVE

MILK PRODUCERS' UNION LTD, which shall afford an opportunity to the contractor to be heard and to offer an evidence in support of his appeal. The THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD shall give a decision within a period of thirty days after the contractor has given the said evidence in support of his appeal.

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

30.0 Arbitration

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

31.0 Applicable law

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

32. Notices

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

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

33. 0 Taxes and Duties

The contractor shall be entirely responsible for all taxes, duties, license fees etc. incurred until handing over of the contractor goods and services to the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD. All Government fees paid for inspections and approvals by statutory authorities shall be reimbursed by the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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.

33.0 Right of use defective Road Milk Tankers

If after handing over of the RMTs and within the guarantee and warranty period, the operation or use of the RMTs proves to be unsatisfactory, THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD shall have the right to continue to operate or use such RMTs until rectifications of defects errors or omissions by repair or partial or complete replacement is made, without interfering with THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD'S operation.

35.0 Jurisdiction

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

SECTION - IV **TECHNICAL SPECIFICATIONS :**

ROAD MILK TANKER

Specification of barrel for 2000 ltr / 5000 ltr capacity Road Milk Tanker

The barrel for RMT shall be of single compartment design, elliptical construction. The inner shell and outer shell shall be fabricated from 2mm and the inner and outer dished end shall be made from 2.5mm SS 304 material. The inner vessel shall be insulated and shall have 100 mm thick insulation. The tanker shall have the following fittings & mountings.

1. 4.5mm SS insulated manhole with dust cover
2. SS cat walkway with SS 304 dimpled plate
3. 1 no. outlet valve 51mm with valve box – 2mm thick SS 304
4. Separate saddle – 3.15 mm SS 304
5. 1 No spray ball for CIP-STD SS 304
6. Heavy duty rear bumper with SS ladder – 20, OD STD SS 304
7. SS mudguard over wheels – 1.6mm thick SS 304
8. SS dimple platform on the rear side made from 2mm thick SS sheet
9. 2nos. SS foot rest with dimpled top
10. 1no blank nut permanently fixed with barrel by SS chain
11. Necessary stiffening arrangement with inner and outer shell
12. Barrels shall be mounted on 2nos. MS 5.0 Thick runners (double chamber)
13. 1 no railing at top & one no railing at the side.
14. 1 no graduated deep stick
15. Rear valve box and manholes at the top shall be lockable type.
16. The barrel should be suitable for mounting on chassis TATA / Mahindra / Eicher / Ashok Leyland.

Test:

- (1) The tanker shall be tested for water tightness for the inner vessel before insulation.
- (2) Dye penetration test CDO for welds of inner vessels before insulation.

Finish

Internal & External surfaces shall be finished to 150 grit. External MS surfaces shall be painted two anti-corrosive coats.

Note :

The above is only broad specification of the barrel. The manufacturers shall prepare detail fabrication drawings and submit to us for approval. Fabrication of the tanker shall be taken up as per approved drawings.

Other Specifications for Road Milk Tanker

- i. The vehicle should be equipped with Global Positioning system (GPS)
- ii. The successful bidder should inform for pre-dispatch inspection well in advance.
- iii. The vendor should maintain the temperature rise in 8hr at 45-5⁰⁰C atmospheric temperature.

N:B: The vehicle shall be inspected by a technical team of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD at the time of delivery.

SECTION – V

SCHEDULE OF QUANTITY

Sl. No	Items	Capacity	Specification	Qty (in No.) Required	Location
01	Execution of 1 No. 3 KL barrel and fixing with new chassis for Road Milk Tanker. (Double chamber)	2000 Ltr	Chassis- Mahindra make Model No.JAYO CBC)	01 No	KEONJHAR MILK UNION LTD, At/Po- Salapada, Dist- Keonjhar
02	Execution of 1 No.5 KL barrel and fixing with new chassis for Road Milk Tanker. (Double chamber)	5000 Ltr	Chassis- Mahindra Make Model No.Furio 11 CBC 20 Ft	01 No	KEONJH AR MILK UNION LTD, At/Po- Salapada, Dist- Keonjhar

Section VI

COMMERCIAL BID

(The rate should be quoted in the prescribed box against each item separately)

Sl. No.	Name of the item	Technical specification	Make	Rate	GST	Total
01	Execution of 1 No. 3 KL barrel and fixing with new chassis for Road Milk Tanker. (Double chamber)	2000 Ltr	Chassis- Mahindra make Model No.JAYO (CBC)			
01	Execution of 1 No.5 KL barrel and fixing with new chassis for Road Milk Tanker. (Double chamber)	5000 Ltr	Chassis- Mahindra Make Model No.Furio 11 (CBC 20 Ft			
Total						
Rupees.....						

Section VII

FORM OF BID

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

Name and address of : THE KEONJHAR DISTRICT CO-OPERATIVE MILK
PRODUCERS' UNION LTD
AT/PO- SALAPADA, ANANDAPUR, KEONJHAR, PIN-758020

Description of works : EXECUTION OF 1 NO. 3 KL & 1 NO. 5 KL BARREL
(Double chamber) AND FIXING WITH NEW
CHASSIS FOR ROAD MILKTANKER OF KEONJHAR
DISTRICT CO-OP. MILK PRODUCERS UNION LTD.

Dear Sir,

- 1.0 Having examined the bidding documents including conditions of contract, Specifications, schedule of quantities and drawings included in or referred to in the bidding documents including Agenda Nos. _____, Receipt of which is hereby duly acknowledged, for the execution of above mentioned works, we, the undersigned offer to supply and deliver goods as detailed in the price schedule, and maintain whole of the said works, in conformity with the said conditions of Contract, specifications and schedule of quantities for the sum of **Rs _____ (Rupees _____ only)** or such other sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid and the said technical specifications, drawings and conditions.
- 2.0 We, undertake, if our bid is accepted to commence the works within 15 days of receipt of the notification of award and to complete and deliver the whole of the above said works comprised in the contract within _____ ***days calculated from the day of the receipt of the Notification of Award.**
- 3.0 If our bid is accepted we will furnish a security in the form of bank guarantee (as per the format provided in this bidding document) to be jointly and severally bound us for the due performance of the Contract, in amount of 10% of the above named sum in accordance with the conditions of Contract.
- 4.0 We agree to abide by this bid for the period of 90 days from the date of bid opening, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5.0 Unless and until an agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a bidding contract between us.
- 6.0 We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this _____ day of _____ 20 _____

Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf of _____

(In capital letters).

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

APPENDIX TO THE FORM OF BID

Condition of Contract	Clause No.	
Amount of Performance Security	06	10% of Contract value
a) Bank draft		
b) Bank guarantee		
Minimum amount of third party insurance		
Period for commencement, from the date Of receipt of letter of intent.		30 days
Time for completion from the date of receipt of letter of intent		01 month
Rate of penalty for delay	24	0.5% of the contract Value /week or part thereof.
Maximum limit of penalty	24	5%
Period of maintenance (Defect liability period)		12 months from the date of completion of work, and acceptance by Engineer-in-charge.
Time within which the payment would be made after the certificates for Receipt of Goods /completion of work is made.		30 days

Dated this _____ day of _____ 2024.

Signature in the capacity
Of _____, duly authorized to
Sign the bid for and on behalf of

(In capital letter)

SECTION VIII

QUALIFICATION APPLICATION

All the bidders who are interested in submitting this bids against this tender for the items must submit the qualification application along with the information in the following formats together with the relevant documentation.

SCHEDULE –I

FINANCIAL BUSINESS AND TECHNICAL CAPABILITY

Name and address of the bidder :

Telephone No :

1. Latest balance sheet filed with _____
On _____ (Attach a copy).
2. Latest profit and loss statement from _____ to _____ filed with _____
on _____. (Attach a copy).
- 3. Financial position (in Rs.)**
 - A) Cash
 - b) Current assets
 - c) Current liabilities
 - D) Working capital
 - e) Net worth
- 4. Total liabilities:**
 - a) Current ratio: Current assets to current liabilities.
 - b) Acid ratio test: cash temporary investment held in lieu of cash and current receivable to current liabilities.
 - c) Total liability to net worth.
- 5. Net sales (in Rs.)**
 - a) Current period
 - b) During the last financial year
 - c) During the year before last financial year
- 6. Net profit before tax (in Rs.)**
 - a) Current period
 - b) During the last financial year
 - c) During the year before last financial year

The profit and loss statements have been certified through

_____ By _____.

7. Bidders Financial arrangements (in Rs.)

- a) Own resources
 - b) Bank credits
 - c) Other specify
8. Certificate of financial soundness from bankers of bidders
9. Sales

Category	Value of current orders to Be executed in respective Currency	value of anticipated sales for next financial year in respective currency
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- A) Govt. Department
- B) Commercial

SECTION –IX

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

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

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

Between the THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION 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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD) 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 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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, 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 Schedule of Supplementary Information
 - vii) General Conditions of Contract
 - viii) 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 KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD to the Contractor as herein after mentioned, the Contractor hereby covenants with THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

4.0 THE KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD 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 THE KEONJHAR
DISTRICT CO-OPERATIVE MILK
PRODUCERS' UNION LTD by the
hands of its Authorized signatory.

Authorized Signatory

KEONJHAR DISTRICT CO-OPERATIVE MILK
PRODUCERS' UNION 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.

Authorized Signatory
CONTRACTOR

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

SECTION - X
TECHNICAL DEVIATION STATEMENT FORM

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

CLAUSE	DEVIATION	REMARKS (Including justification)
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Dated-		Signature and seal of the Manufacturer / Bidder
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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 - XI

UNDERTAKING

I/WE SHRI.....

PROPRIETOR / PARTNER /AUTHORISED REPRESENTATIVE OF

M/S.....

DECLARE THAT I/WE HAVE READ AND UNDERSTOOD THE ABOVE GUIDELINES,
TERMS AND CONDITIONS AND SUBMITTED OUR RATES AND QUANTITIES
ACCORDINGLY. I/WE DO HEREBY AGREE TO ABIDE BY THE TERMS AND
CONDITIONS STIPULATED BY THE FEDERATION.

DATE:

SIGNATURE:

NAME:

NAME OF THE FIRM:

ADDRESS:

SECTION - XII

CHECK LIST FOR TERMS AND CONDITIONS

(Documents submitted along with Technical Bid should be tick marked)

Sl. No	List of Documents required for Technical Bid	Information	Tick Mark
01	Tender cost Fee of Rs.4,000/- (Non- refundable)		
02	EMD i.e. Rs.21,000/-.		
03	Audited Financial statement for FY 2020-21 to 2022-23		
04	I.T return for last 03 Years i.e. FY 2020-21 to 2022-23		
05	PAN No (Photo Copy To Be Attached)		
06	GST Registration Certificate		
07	Banker's detail of bidders along with a cancelled cheque		
08	GST return (GSTR – I & GSTR – 3B) from April 2022 to Mar 2023.		
09	Registration certificate of the Company/ Firm		
10	Authorization letter from Original Manufacturers		
11	Client list		
12	Performance certificate given by the existing clients during last three years		
13	Experience during last three years		
14.	Service/Maintenance/replacement capability		
15	Sale and Support service capability		
16	Compliance Sheet of the Technical specification of the item		
17	Printed literature of the Item for which Tender being offered		
18	Previous Purchase order of other organization		
19	Self-declaration of not black-listed anywhere in India		
20	Whether all the documents are properly signed with seal		
21	Whether Envelope 'Technical bid' and 'commercial bid' properly written.		
22	Whether the main envelope containing 'Technical bid ' & "Commercial bid 'properly sealed /signed and properly super scribed.		
23	Certificate by the farm that they have quoted the lowest rate		

SECTION - XIII

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 OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- VIII. ALL THE BIDS ALONGWITH ENCLOSURES 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 OF ANY VANS SHOULD ALSO INDICATE THE PRICES IN THE BID SEPARATELY.
- XVI. **GENERAL MANAGER, KEONJHAR DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD. RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLNATION TO BIDDERS.**
