

TENDER DOCUMENT**FOR**

Civil/Structural work for construction of new R.C.C drain, Cover Slab and Septic Tank connected between new product, Fruit Juice Plant and Canteen at Bhubaneswar Dairy, Chandrasekharpur, Dist. Khurda.



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

JULY - 2016

Cost Rs. 4000/- +5% VAT

OMFED

CONTRACTOR

**Sold the tender / Bid documents for the work:
On payment of cash/ bank Draft.....**

Rupees

Receipt No Date

Name & address of the Bidder
.....
.....
.....

1. EARNEST MONEY DEPOSITED

On cash/ bank Draft.....

Rupees

Receipt No Date

2. P A N CARD ATESTED / XEXOXCOPY Furnished / Not Furnished

3. VAT - 612 ATESTED / XEXOXCOPY Furnished / Not Furnished

Check List

- | | |
|---|---------|
| 1. Valid Registration of license | Yes/ No |
| 2. EMD deposited in shape of Demand Draft: | Yes/ No |
| (Engineering Contractor are also required to deposit EMD)
Tender documents without EMD will be rejected | |
| 3. I.T.C.C. / PAN card: | Yes/ No |
| 4. Vat clearance Certificate and its validity: | Yes/ No |
| 5. Tender paper contains No's of pages | |
| 6. Documents & certificates submitted No's of sheet.....
(At the time of submission of tender) | |
| 7. Credit Worthiness certificate
(At least 10 % of the contract value from a financial institution.) | Yes/ No |
| 8. Reports on financial standing of the bidder
Such as profit and loss statements balance
Sheets and auditor's report of the past three years | Yes/ No |



www.omfed.com

**The Orissa State Cooperative
Milk Producers' Federation Ltd.**

D-2, SAHID NAGAR, BHUBANESWAR-751 007.
Ph No- 2546030/2540273/2540417,
Fax No (0674)2540974

TENDER CALL NOTICE

OMFED invites sealed tenders from experienced civil contractors for execution of the following works

Civil/Structural work for construction of new R.C.C drain, Cover Slab and Septic Tank connected between new product, Fruit Juice Plant and Canteen at Bhubaneswar Dairy, Chandrasekharapur, Dist. Khurda.

Tender documents can be purchased from the Federation Office between 1000 hrs to 1400 hrs from 01/07/2016 to 19/07/2016 on payment of Rs. 4000/- +5% VAT for all work above per set by cash or D/D in favour of OMFED, payable at Bhubaneswar drawn on any Nationalised Bank.

The tender document can also be downloaded from website www.omfed.com. And submitted on due date duly filled in along with the cost of tender paper.

Bids with 1% of quoted value as EMD shall be received upto 1400 Hours on 20/07/2016 & shall be opened on the same day at 1500 Hours at OMFED Corporate Office, in presence of interested bidders. Bids without EMD will not be considered.

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

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Volume -2

Schedule of Quantities

SECTION I
INSTRUCTION TO BIDDER

GENERAL INFORMATION

1.1 NAME OF WORK

Civil/Structural work for construction of new R.C.C drain, Cover Slab and Septic Tank connected between new product, Fruit Juice Plant and Canteen at Bhubaneswar Dairy, Chandrasekharpur, Dist. Khurda.

1.2 LOCATION AND AREA

Bhubaneswar Dairy, Chandrasekharpur, Dist. Khurda.

(I) NEAREST RAILWAY STATION - BHUBANESWAR

(II) NEAREST AIRPORT - BHUBANESWAR

1.3.1 PERIOD OF COMPLETION

The period of completion shall be 03 (**Three**) months for work from the date of notification of award, which shall include the period of commencement and the non-working periods during monsoon and festivals.

1.3.2 IMPORTANT NOTE

The work shall be carried out in an operating dairy plant. The contractor has to take care that the normal activities of the plant 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 documents.

The contractor has to submit five sets of photograph from different projection of the building on each running /final bill at his own cost.

2.0 Documents comprising the Bid :

2.1 The bid prepared by the Bidder shall comprise the following documents :

- a) The original bidding document purchased by bidder, signed & stamped in each page as a token of having read & understood the contents therein.
- b) Copy of Registration Certificate as 'D' or above class contractor with either CPWD / R & B Deptt. / Irrigation Deptt / Railways / MES.
- c) Copies of latest Income Tax and Sales Tax Clearance Certificates, valid till the end of bid validity period.
- d) Details of experience and post performance of the bidder of works of similar nature within the past three years along with copies of completion Certificate and details of current works in hand and other contractual commitments, alongwith copies of work orders.
- e) Major items of constructional plant proposed for use in carrying out the contract.
- f) Bid Security (Earnest Money Deposit) furnished in accordance with clause -3.

3.0 EARNEST MONEY DEPOSIT

- a) EMD for value of 1% (One percent) of the total bid value or Rs. 5000/- which ever is higher in the form of a Demand Draft , from any nationalised bank, drawn in

favour of the orissa state cooperative milk producers 'Federation Limited, Bhubaneswar, shall be furnished by the bidder, as part of the bid.

- b) The bid security is required to protect the purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture.
- c) Tenders received without proper EMD shall not be considered.
- d) The EMD of the unsuccessfully tenders shall be returned within 30 days of the expiry of tender validity period, or after 60 days of placement of work order, which ever is earlier.
- e) The EMD of the successful bidder shall be adjusted towards performance security deposit, pursuant to clause 23, herein. The EMD and any other security deposit may be forfeited in case the contractor fails to start the work within 10 days, of receipt of work order; or is in the opinion of OMFED, unwilling / reluctant to complete the work in time, for any reason whatsoever.
- f) No interest shall be paid by OMFED on the bid security furnished by the bidder.

4.0 Submission of bids.

4.1 The bidders shall seal the original bid in an inner and an outer envelop, duly marking the envelopes as "original".

4.2 The inner and outer envelopes shall :

- a) be addressed to OMFED at the following shall :

Orissa State Co-operative Milk Producers' Federation Limited, D-2, Sahid Nagar, Bhubaneswar – 751 007, Orissa.

- b) Bear the name of the work, Bid reference number, and the date of opening as mentioned in tender notice / cover page.

4.3 The inner envelop shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" or is otherwise unacceptable.

4.4 If the outer envelop is not sealed and marked as required, OMFED will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by OMFED and returned to the bidder.

4.5 Bids in any other form and incomplete bids shall be summarily ignored.

5.0 Deadline for submission of bids.

5.1 Bids may be either submitted in person or may be sent by registered post with acknowledgement due, so as to reach within stipulated date and time as mentioned in tender notice / cover page.

5.2 Bids must be received by the OMFED at the address specified under para. 4.2 not later than the time and date specified for receipt of the bids as indicated in the Tender Notice, or as extended by OMFED.

5.3 The OMFED may, at its discretion, extend this deadline for the submission of bids above, in which case all rights and obligations of the OMFED and bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.

5.4 The Federation will not be liable for any postal delay in delivering the tender when the tenders are sent by post.

6.0 Late bids

Any bid received by the OMFED after the deadline for submission of bids prescribed by the OMFED, will be rejected.

7.0 Opening of Bids by OMFED

7.1 The OMFED will open the bids, in the presence of bidders' representatives who choose to attend, at the time and date specified in the tender notice, at the corporate office of OMFED, Bhubaneswar, Orissa. The bidders representatives who are present shall sign the tender opening document evidencing their attendance.

7.2 The bidders names, bid prices, written modifications of bid or withdrawals 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.

7.3 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The OMFED 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.

7.4 The OMFED shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present.

8.0 The tenderer shall write the rates both in figure and in words for all the items of works described, whether quantities are stated or not. In case of any discrepancy, rate in words will be taken as the correct rate. The rates should be filled up in the schedule of quantities of this tender document only & submitted by the tenderer.

Any Correction / over writing made by the tenderer in the tender document must be initialed by the tenderer before submission of the tender.

9.0 The tender, on submission shall become the property of OMFED and the organisation shall be under no obligation to return the same to the bidder.

10.0 Bid Validity :

The tender should be kept valid for a period of 90 days from the date of opening.

11.0 The rates ordered by OMFED and accepted by the contractor shall be firm till all the obligations of the contractor, under the contract, are fulfilled to the satisfaction of OMFED.

12.0 Each page of the tender document shall be signed by the bidder as a token of having read and understood the clauses of the tender, specifications & requirements of work etc.

13.0 Site visit

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 sites shall be at bidder's own expense.

- 14.0 The contractor should take all steps to prevent loss, damage or accident to men & materials, structural, decorative properties, adjoining buildings etc. The contractor shall be responsible for making good any such damages, as may occur due to negligence on his part or due to negligence of his workmen, at his own cost and risk. Similarly, the contractor will be solely responsible for any loss or damage to his men & materials arising out of any reason during execution of this work. He shall abide by and comply to all labour laws & rules, as applicable, and OMFED shall not be held responsible for this in any manner.
- 15.0 The contractor shall submit to the OMFED, if asked for, copies of the license under the Contract labor act, obtained by the Contractor and Provident fund registration number under which the statutory deposits are made by the contractor.
- 16.0 The quoted rate shall include cost of all materials, labour, scaffolding, supervision, tool and plants, mobilization of resources, fuel, lubricants, fixtures, transport, taxes, royalties, octroi and other local taxes or levies if any etc., and such other costs, as are not specifically mentioned herein but will be required for the satisfactory and timely execution of the work.

The glasses, wooden panels, floors & campus, made dirty due to any reason whatsoever are to be washed & cleaned by the contractor on work completion at his own cost. Similarly the site is to be cleaned of any debris, before completion of work, at his own cost.

- 17.0 Each tender shall have to submit a declaration to the effect that the tenderer is an experienced and licensed contractor and he has successfully carried out such type of work and has adequate organization and experienced personnel to handle this type of work. If any of the above fact is found to be false at later date, the contract may be canceled alongwith imposition Of penalty for the same as decided by the Federation.

18.0 Quantities

The quantities set out in the Schedule of Quantities are the, estimated quantities of the work, and are not to be taken as the actual and exact quantities of the works to be executed by the Contractor in fulfillment of his obligations under the Contract.

19.0 Method of Measurement

The Works shall be measured net, as prescribed in the specification of works, not withstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract. Wherever not specifically mentioned in the Contract, the mode of measurement as prescribed in the relevant IS code shall be applicable and binding to the contractor. The list of IS code of practices, which shall be referred to in that event, are mentioned in Technical Specifications. Only the latest editions of all the codes of practice including all latest official amendments and revisions shall be applicable.

20.0 Variations

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

- a) Increase or decrease the quantity of any work included in the Contract,
- b) Omit any such work,
- c) change the character or quality or kind of any such work,
- d) Change the levels, lines, position and dimensions of any part of the Works, and
- e) Execute additional work of any kind necessary for the completion of the Works,
- f) Change any specified sequence, method or timing of construction of any part of the works,

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

20.2 No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause.

21.0 Valuation of Variations

21.1 All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the Contract. If the Contract does not contain any rate or prices applicable to the extra or additional work, the Engineer shall fix such rates or prices based upon the prevailing average rates of labour and material, as shall be applicable for the particular work, in his opinion.

21.2 In case of any class of work for which there is no such specification supplied by the OMFED as is mentioned in the tender documents such work shall be carried out in accordance with Indian Standard Specifications and if the I.S.S. do not cover the same the work should be carried out as per the standard Engineering practice, subject to the approval of the Engineer.

22.0. In case of default of the contractor, failure or refusal to complete the work within the time specified, OMFED may procure the articles/services to complete the work and hold the tenderer responsible for any excess cost occasioned thereby. Furthermore, the Employer reserves the right to terminate the contract in such cases, and recover the penalty for the same from any amount due to the contractor, or which may become due in future.

23.PERFORMANCE SECURITY DEPOSIT:

- a) A sum of 05% (Five Percent) of the value of work done or Rs.5000 (Rupees Five Thousand only) whichever is more, shall be deposited by the successful bidder as

security deposit within 15 days.

- b) The Performance Security Deposit can be refunded on submission of a bank guarantee of equivalent amount issued by a Nationalized Indian Bank, valid for 15 months from the date of completion (i.e. 3 months after the Period of Maintenance). The bank guarantee shall be strictly as per the proforma, provided in this tender document. Such bank guarantee shall be released by Omfed after the Period of Maintenance, if all the obligations of the contractor, under the contract have been fulfilled to the satisfaction of OMFED.
- c) The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract.
- d) The entire security deposit shall be refunded not later than 15(fifteen) months. (i.e. not later than 3 months after the Period of Maintenance),' from the date of completion of work, if all the obligations of the contractor under the contract has been fulfilled.
- e) No interest is payable by OMFED on the performance security deposit mentioned above.

24.0 Sufficiency of Tender

24.1 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the Schedule of Quantities, which Tender rates and prices shall, except insofar, as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works.

25.0 Inspection of Works

25.1 The OMFED and his representatives shall have full power and authority to inspect the works at any time wherever the work is in progress either on the site or at the Contractor's premises/workshop wherever situated, the work in connection with the Contract may be in hand or wherefrom materials are being produced or are to be supplied, and the Contractor shall afford or procure for the Engineer every facility and assistance to carry out such inspection. The Contractor shall at all times during usual working hours and at all other times at which reasonable notice of the intention of the Engineer or the Engineer's Representative to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions, or have a responsible agent/representative duly accredited in writing present for the purpose. Orders given to the Contractor's agent/representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than three days notice in writing to the Engineer's Representative before covering up or otherwise placing beyond the reach of : inspection and measurement any work in order that the same may be' inspected and measured. In the event of breach of the above the same shall be uncovered at the Contractor's expenses for carrying out such measurement of inspection.

25.2 No materials shall be removed from the site before obtaining the approval in writing of the Engineer. The Contractor. is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangway, etc.

and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer's Representative.

25.3 The Contractor shall make available to the Engineer's Representative free or cost all necessary instruments and assistance in checking of setting out of works and checking of any works made by the Contractor for the purpose of setting out and taking measurement of works.

26.0 Issue of Work Order :

OMFED shall issue the formal work order in duplicate (along with the bidding document, in duplicate, duly filled in at appropriate places, which shall form an integral part of the order), after receipt of appropriate Performance Security Deposit by the successful bidder. The duplicate copy of the work order and the accompanying bidding document shall be returned by the Contractor within 7 days of its issue, duly signed and sealed in each page as a token of acceptance and the same shall be deemed as the contract for the work.

27.0 Commencement of Works

The Contractor shall commence the Works on Site within 10 days of receipt of the work order and shall proceed with the same with due expedition and without delay.

28.0 Programme to be furnished

28.1 The Contractor shall, after the acceptance of his Tender, submit to the Engineer for his approval a programme showing the order of procedure in which he proposes to carry out the Works. The Contractor shall whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of Works.

28.2 If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved programme referred to in sub-clause 30.1 of this Clause, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the .time for completion as defined in Clause 63 hereof.

28.3 The submission to and approval by the Engineer of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

29.0 PAYMENTS:

The contractor shall arrange the measurement of the work in presence of Engineer or his representative, who shall record the same in the Measurement Book, to be signed by both the contractor and Engineer. The Contractor will then submit his bill, made on the basis of the measurements, in four copies to the Engineer. The Engineer will check the bill, put his remarks as to satisfactory completion of the portion of work billed, defects and penalties etc., if any and forward the bill to the Federation office.

No interim payments shall be allowed for contracts with values of less than Rs.50,000.00. The minimum gross bill value of interim bills should be Rs.30,000.00 for

contracts valued over Rs.50,000.00.

The payments will be made after due verification of the bills & standard deductions. All payments will be made by crossed A/c payee cheques.

30.0 Definition of Period of Maintenance

30.1 In these Conditions the expression 'Period of Maintenance' shall mean the period of maintenance of 12 months, calculated from date of the completion of the Works, certified by the Engineer in accordance with Clause 33 hereof.

The contractor shall execute, to the entire satisfaction of OMFED, all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkage's or other faults as may be required of the Contractor in writing by OMFED during the Period of Maintenance, or within one month after its expiry as a result of an inspection made by or on behalf of the Engineer. OMFED may at its discretion, take up any such work as may be felt necessary for repair, amendment, reconstruction, rectification and making good defects, after giving 10 days notice to the Contractor. The cost of any such repair work done by OMFED either Departmentally or through any other agency/contractor(s), shall be recovered from any payment that may be due or shall become due to the Contractor.

31.0 Contractor to Keep Site Clear

During' the progress of the Works the Contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the site any wreckage, rubbish, excavated materials or temporary works that may be no longer required by OMFED.

32.0 Clearance of Site on Completion

On the completion of the works the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish, excavated materials and temporary works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

33.0 Certification of Completion of Works

When the whole of the Works have been virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer shall, issue to the Contractor, with a copy to the OMFED, a Certificate of Completion stating the date on which, in his opinion, the works were virtually completed in accordance with the Contract. The Contractor shall be entitled to receive such Certificate of Completion, on the completion, to the satisfaction of the Engineer, of the works so specified and making good any defects.

34. PENALTY:

If the work is not completed within the time of completion mentioned in Clause 1, hereof, the contractor shall have to pay @ ½% (half percent) of the contract value per week, or part thereof, subject to a maximum of 10% (Ten percent) as penalty. In the event of non-completion of work within the stipulated time, the Federation reserves the right to cancel the order and procure the materials/get the work done by engagement of other agencies/contractors or departmentally at the cost of the Contractor alongwith compensation for the delay. Such action by the Federation shall not, however, vitiate or invalidate, in any manner, the obligations of the Contractor under the Contract.

35. RESOLUTION OF DISPUTES:

a) The Federation and the contractor shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with this work. However, the decision of Managing Director, OMFED will be final & binding in case the disagreement or dispute is not resolved by mutual negotiations.

b) Legal dispute if any, concerning to this work shall be subject to such courts as exercising civil jurisdiction over Bhubaneswar.

36.0 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.

37.0 Notices:

The bidder should state in the tender document the address to which the orders, notices and correspondence relating to the tender/order are to be sent. Any change of address should be intimated to the Federation and all subsequent correspondence shall be made in the changed address, thereafter.

Section II

SPECIAL CONDITIONS OF CONTRACT

1.0 The following Special conditions of Contract shall supplement the General conditions of Contract, given in Section I. Wherever there is a conflict the provision herein shall prevail over those in the General conditions of Contract :

2.0 TAXES

The rates shall include all taxes. The bidder shall include in his rates all types of taxes including sales tax, works tax and octroi as per the law of the Central & the Government of the state, where the Contract is to be performed. No claim on account of any type of tax shall be admissible.

3.0 Store

The Contractor shall at his own cost provide a temporary material store of suitable size for the materials to be issued to him during the work and shall provide electrical connection to the same. The structure shall be removed after the completion of work, by the Contractor, at his own cost.

4.0 Water For Construction and Other Use

4.1 Unless otherwise specified the Contractor shall make his own arrangement for water for the work and nothing extra shall be paid for the same.

4.2 The water used by the Contractor shall be fit for drinking as well as construction purposes to the satisfaction of the Engineer/OMFED.

4.3 In case the OMFED supplies water, it shall be on the following conditions:

- a. Water charges @ 0.5 % shall be recovered from the gross amount of work done from each Interim bill.
- b. The water shall be provided at one point in the site at the discretion of the Engineer. The Contractor shall make his own arrangement for water connection and distribution pipe lines in the construction area.
- c. The OMFED shall not guarantee the maintenance of uninterrupted water supply. It will be the responsibility of the Contractor to make alternative arrangements for water supply at his own cost in the event of any disruption of supply so that the progress of work is not affected for want of water. No claim or damage or refund of water charges shall be entertained on account of such disruptions.

5.0 Temporary Works

All temporary sheds, godowns, office etc required for storage/safe custody of materials and for Contractor's supervisory personnel at site shall be accounted for in the bid.

SECTION III

MATERIAL TO BE SUPPLIED BY THE BIDDER

Bidder will supply required cement and steel for construction work to completion the work.

Particulars	Unit	Rate at which material Will be supplied By Contractor.	Make/ Brand
Cement*	Per Bag		ULTRATECH ACC KONARK PCC GADE
Steel	Per Ton		TATA RINL SAIL

* The empty cement bag will become the property of the Contractor

1.0 Wastage

a) Cement

On completion of work, the theoretical consumption shall be worked out. Cost of cement issued, upto 105% of theoretical consumption shall be recovered at normal issue rate. If the actual consumption of cement exceeds the theoretical consumption by more than 5% shall be recovered at an enhanced rate of 2 times the issue rate or double the prevailing market rate if the material is issued free of charge.

b) Mild or Tor steel

Maximum wastage permitted will be 5% of the theoretical consumption. If the wastage is more than 5% of the steel billed for, then the excess wastage above 5% limit shall be recovered at an enhanced rate of 2 times

the issue rate or double the prevailing market rate if the material is issued free of charge.

2.0 ROLLING MARGIN

- 2.1 Procedure for testing & recording of steel issued random sample, minimum 3 samples per consignment of 10 MT or less shall be taken and the average of these tests shall be taken as governing coefficient for a consignment.
- 2.2 Sample shall be taken jointly & immediately upon the arrival of the consignment and suitably marked and identified samples shall be kept in safe custody of the engineer for future verification if required.
- 2.3 Records to be maintained clearly, showing consignment date supplier quantity of steel received and the area where the steel is used along with test result.
- 2.4 Compensation towards the rolling weight difference shall be considered only in case the actual total wastage is considered only in case the actual total wastage is more than 5% of the consumption as per the interim bill for the quantity of the round bar and tor steel used. No compensation shall be considered in individual categories of steel bars, where the wastage is 5% or less.
- 2.5 The permissible wastage of 5 % is deemed to take in to account the 2.5% difference on account of rolling difference and 2.5% towards the wastage and therefore no compensation shall be considered up to 2.5 % difference in rolling margin.
- 2.6 The compensation shall be worked out lot wise as under:-

The excess weight on account of the rolling weight difference of more than 2.5% shall be calculated per consignment i.e. if the actual weight per meter length as per the test result is "a" kg/metre as against the Theoretical unit weight "a", kg/m for a consignment of "w" ; then

$100 \times (a/t) - 1 = x\%$ shall be the difference on account of the rolling difference.

$W \times (x - 2.5) / 100$ MT shall be deducted from the gross issue for the purpose of recovery of steel issued.

On no account this difference shall be considered for the payment as per item rates for fabrication of reinforcement steel works.

The above calculation shall be done for each individual lot separately , subject to the clause 6.2& 6.3 hereof and the total for all such lots, where there is more than 2.5% variation in rolling weight, shall be considered.

However, the total quantity to be considered for the reduction towards the rolling margin from the total quantity issued shall be limited to the gross wastage in excess of 5% of the net consumption of steel.

DECLARATION

I / WE DECLARE THAT I / WE HAVE GONE THROUGH THE AFORE MENTIONED CONDITIONS OF THE CONTRACT AND AGREE TO ACCEPT THE SAME FOR SUBMISSION OF THE TENDER / EXECUTION OF THE WORK. I AM / WE ARE ALSO AGREEABLE TO ABIDE BY THESE CONDITIONS UNTIL THE FINALIZATION OF TENDER / COMPLETION OF THE WORK IN ALL RESPECT.

(Full Signature of the Contractor)

Date :

Address for Correspondence:

Proforma of Bank Guarantee for Performance Security
On Non-Judicial Stamp Paper of Rs. 40/-

Bank Guarantee No. _____

Date. _____

This deed of guarantee made this _____ day of 19____ (one thousand nine hundred and _____) by (Name and the address of the Bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the ORISSA STATE CO-OP MILK PRODUCERS FEDN. LIMITED (hereinafter referred to as the OMFED) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

Where as the ORISSA STATE CO-OP. MILK PRODUCERS FEDN. LIMITED its clients has awarded a contract bearing no. _____ on M/s. _____

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

In consideration of the OMFED having agreed to award the contract on the contractor, we _____ (the bank), do hereby guarantee, undertake, promise and agree with the OMFED, its legal representatives, successors and assigns that the within named (the name of the contractor) their legal representatives and assigns will faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time, (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment. To the OMFED a sum of Rs. _____ (Rupees only)

_____ being 05% of the contract value, in case the contractor, their legal representatives and assignees do not faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time and in the manner therein. In case, the contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equivalent to 05% of the contract value from the contractor and the demand made by the OMFED itself will be conclusive evidence and proof that the contractor has failed to perform or fulfill his obligations under the contract and neither the contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

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We _____ (the name of the Bank), do hereby undertake to pay an amount equivalent to 05% of the contract value, being the amount due and payable under this guarantee, without any demur, merely on a demand from the OMFED stating that the amount claimed is due by way of non performance of the contractor's failure to perform the said contractual commitments. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

_____ (Rupees

_____ only) being the amount equal to 05% of the contract value.

We the bank further agree that the performance security herein contained shall remain in full force and effect for a period of _____ calender shall be till the end of period of maintenance) which over is later or till the OMFED certifies that the terms and conditions or the said contract have been fully and properly carried out by the said contractor and accordingly discharge the guarantee. Unless a demand or a claim under this guarantee is made on us in writing by the OMFED on or before _____ we shall be discharged from all liabilities under this performance security hereafter.

We, the bank, further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of the bidding document and the contract or to extend the time of performance by the said contractor from time to time or possible for any time or from time to time and any of the power exercisable by the OMFED against the contractor and to forbear or enforce any of the terms and conditions relating to the said bidding document and the contract and we shall not be relived from out liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance, act or omission on the part of the OMFED to the said contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereafter passes in respect of the works executed or intended to be to be executed and the OMFED shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the OMFED may be entitled to receive or have a claim upon and the OMFED at its absolute discretion may vary, exchange. Renew, modify or refuse to complete is enforce or assign any security or instrument.

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

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

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

We _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing and the guarantee shall be a continues and irrecoverable guarantee upto a sum of Rs._____ (Rupees _____). The guarantee shall remain in force until _____ and unless the guarantee is renewed or a claim preferred against the bank within three months from the said date (the date of expiry) all rights of the OMFED under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE

.PLACE

SEAL

DATE

CODE: NO.

NOTE

For contracts valued at less than Rs.1,00,000.00 the value of the Bank Guarantee shall be for at least Rs.5000.00 (Rupees Five Thousand Only), and the words "05% of contract value" shall be replaced by " the Performance Security".

ACCEPTANCE FORMS OF BANK GUARANTEE

Proforma of Bank Guarantee for Bid Security On Non-Judicial Stamp Paper of Rs.60/-

Bank Guarantee no.

Date

This deed of guarantee made this _____ day of 19 __ (One thousand nine hundred and _____) by (same and the address of the bank), hereinafter referred to as the Bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the ORISSA STATE CO-OPERATIVE BANK PROCEDURES' FEDERATIONS LTD. (hereinafter referred to as the OMFED) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

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

_____ by the tender notice reference no. _____ .

AND

WHEREAS

M/s

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

In consideration of the OMFED having agreed to consider the end proposals having submitted by the bidder without depositing the amount of bid security and against this bank guarantee, we (name and the address of the bank) hereby undertake and guarantee to make payment to the OMFED the amount of bid security or any part thereof not deposited by the bidder to the OMFED at any time (time being the essence of contract.)

The bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing and the guarantee shall be continues and irrecoverable guarantees upto a sum of Rs. _____

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

In case the OMFED puts forth a demand in writing on the Bank for the payment of the amount in full or in part against the bank guarantee, the bank will consider that such demand by itself is a conclusive evidence and proof that the bidder has failed in

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complying with the terms and conditions stipulated by the OMFED in its bidding document and payment will be made to the OMFED without raising any disputes regarding the reasons for such failures on the part of the bidder.

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

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

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

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

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

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

Place

Signature

Seal

Code No.

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

SCHEDULED OF QUANTITY FOR CONSTRUCTION OF NEW R.C.C DRAIN, COVER SLAB AND SEPTIC TANK CONNECTED BETWEEN NEW PRODUCT, FRUIT JUICE PLANT AND CANTEEN AT BHUBANESWAR DAIRY.

Sl. No	Description	Unit	Qty.	(Rs.)	
				Unit Rate	Amount
1	2	3	4	5	6
1.01	Excavation in all types of soil including morrum, hard soil, gravelly soil or slushy soil for foundation of wall, columns, plinth beams, basement, rail ducts, trenches, under ground sumps, septic tanks etc. including shoring, strutting, bailing out water/pumping out water if required, refilling the trenches / foundation pits in layers of 150mm to 200mm, ramming, watering consolidating removing and stack-ing simultaneously the surplus excavated stuff as directed within the site area upto a lead of 100m and or spreading the same in layers for site development and consoli-dating as directed, including cost of labour tools and plants, taxes etc. complete as per direction of Engineer-In-Charge.	Cum	74.46		
1.06	Filling in plinth with selected excavated earth available within site (Lead not exceeding 100m) in layers of 15cm to 20cm including watering, consolidating, ramming and compacting etc. complete as directed including cost of excavation, loading, unloading and transportation, T&P, complete as per direction of Engineer-in-charge.	Cum	49.64		
1.08	Filling selected excavated earth other than plinth, by mechanical / manual means for land development etc., to required level, within the site (Lead not exceeding 300m) in layers of 15cm to 20cm including watering, consolidating, ramming and compacting etc. complete as directed	Cum	24.82		

Sl. No	Description	Unit	Qty.	(Rs.)	
				Unit Rate	Amount
1	2	3	4	5	6
	including cost of excavation, loading, unloading and transportation, T&P, complete as per direction of Engineer-in-charge.				
1.10	Providing, supplying and filling approved local sand in foundation, trenches, & plinth foundation areas, and foundation surrounding areas in layers of 150mm to 200mm including watering, ramming and consolidating, transportation, freight, loading, unloading, labour, T&P, taxes, octroi, levies, royalties, spreading and compacting etc. complete as per direction of Engineer-in-charge.	Cum	13.33		
2.05	Providing, supplying & laying in position machine mixed plain cement concrete in volumetric proportion (1:3:6) of any thickness for M-15 or volumetric proportion 1: 3: 6 (1:cement, 3 coarse sand: 6 HG stone crusher broken stone aggregates of size 37mm and down) in required thickness, for foundations, below walls, column footings, sunk floor, terraces, rafts, roads at any height above plinth level, at any depth below floors, plinth protection, etc. including centering and shuttering, if required, laying, spreading, ramming, consolidating, as per requirement and curing etc. including cost of all materials, transportation, loading, unloading, labour, T&P, taxes, duties, levies, octroi, royalties etc. complete as per direction of Engineer- in-charge.	Cum	13.33		
2.04	Providing, supplying & fixing plywood shuttering for any shape and size as specified in Architect's Drawing including rigid & smooth shuttering centering, bracing & propping,	Sqm	480.00		

Sl. No	Description	Unit	Qty.	(Rs.)	
				Unit Rate	Amount
1	2	3	4	5	6
	housing, keeping the same in position, providing access, and removal of the same after specified period, cost of all material, carpentry works, nails, including laying of polythene over the shuttering and including cost of transportation, loading, unloading, of all materials and labour, T&P, taxes, duties, levies, octroi, royalties etc. complete as per direction of Engineer –In-Charge.				
2.06	Providing, supplying & laying in position machine mixed and machine vibrated cement concrete of controlled grades of specified volumetric proportions, for reinforcement cement concrete structural elements, viz. foundation, columns, beams, slabs, precast slab, raft, floor, plinth beam, window sills, coping, walls, parapet, drops, fins, boxes, gutters, folded plates, chajhas, overhead and under ground water tanks, culverts etc. at different levels in any shape as per structural design and as directed in specified compressive strength expressed in N/sqmm at 28 days as per I.S: 456-1978 using 20mm and down size of hard crusher broken black granite aggregates, necessary lift and lead finishing concrete surfaces, and for volumetric proportion 1:1 1/2: 3 (1 cement : 1 1/2 : coarse sand: 3 HG stone aggregates of size 20mm) and down concrete excluding cost of centering and shuttering & reinforcement and including cost of all material including cost of curing, transportation, loading, unloading, of all materials and labour, T&P, taxes, duties, levies, octroi, royalties etc.	Cum	46.79		

Sl. No	Description	Unit	Qty.	(Rs.)	
				Unit Rate	Amount
1	2	3	4	5	6
	complete as per direction of Engineer –In-Charge. From plinth to up to ground floor roof.				
2.26	Providing, fabricating and fixing in position steel reinforcement for RCC structural elements, viz. foundation, columns, beams, slabs, precast slab, raft, floor, plinth beam, window sills, coping, walls, parapet, drops, fins, boxes, gutters, folded plates, chajhas, mullions, overhead and under ground water tanks, road pavement, kerbs, culverts, etc. at different levels in any shape as per structural design and drawing and as directed and specified, as per design at all levels including lift and loading, unloading & transporting steel within site premises from departmental store to the work site, unloading and incidental charges for handling, cutting, bending and binding at all height and floor with 16 gauge GI wire (to be supplied by the contractor at his own cost), welding if necessary etc., labour, T&P complete as per direction of Engineer-in-charge. Pre-measurement will be made on the length basis and converted into weight by using standard IS coefficient with Tor steel bars	Qtl	40.97		
3.01	Providing, supplying and constructing brick masonry in CM 1:6 (1 cement: 6 coarse sand) in foundation and up to plinth level with 1st class quality approved KB bricks having minimum crushing strength 70kg/sqcm including soaking the bricks in water vat for 24hours before use in foundation at all levels below and upto highest plinth level, all necessary scaffolding, racking out the joints, including cost of all	Cum	5.25		

Sl. No	Description	Unit	Qty.	(Rs.)	
				Unit Rate	Amount
1	2	3	4	5	6
	materials, transportation, curing, loading, unloading, labour, T&P taxes, duties, levies, octroi royalties etc. complete as per direction of Engineer in-charge. upto highest plinth height.				
5.01	Providing, supplying and applying 12 mm thick cement plaster in line and level, at all heights above and below plinth level with cement motar 1:4 (1 cement: 4 sand) to walls, beams, ceiling, stair, column, pardis, bends, moulds, pattas, grooves, etc. including scaffolding, curing, finishing smooth (the plaster surface shall be troweled till the surface shows cement paste), and chipping the concrete at all levels including cost of all materials, transportation, lift, loading, unloading, curing, labour, tools and plants, taxes, duties, levies, octroi, royalties etc. complete as per direction of Engineer – In-Charge	Sqm	388.00		
<u>Total</u>					
<u>Total (in Word)</u>					

Signature, full name and designation
of Authorized Signatory with stamp.

Date :
Place :
FAX No :
Land line No:
Cell No :