



TENDER DOCUMENT

FOR

Waterproofing & civil work at Jeypore Dairy, OMFED.



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

Estimated Cost:- Rs 10,70,390/-

September -2023

Cost Rs.6000/- +18%GST

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

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TENDER FOR:	Waterproofing & Civil work at Jeypore Dairy, OMFED.
TENDER REFERENCE	Proj/227/JPRD/Civil/23
DATE OF COMMENCEMENT OF DOWNLOADING OF BIDDING DOCUMENT	01/09/2023
LAST DATE FOR DOWNLOADING OF BIDDING DOCUMENT	21.09.2023 UPTO 13:00 Hrs
LAST DATE AND TIME FOR RECEIPT OF BIDS	21.09.2023 UPTO 14:00 Hrs
DATE AND TIME OF OPENING OF BIDS	21.09.2023 AT 15:00 Hrs
PLACE OF OPENING OF BIDS	At/Po-Umari, Near Jeypore Railway Station, Via-Jeypore, Dist:Koraput
ADDRESS FOR COMMUNICATION	At/Po-Umari, Near Jeypore Railway Station, Via-Jeypore, Dist:Koraput
Contact Person for Inspection	Mr.Hemant Ojha, Plant Manager 9437677716

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SECTION - I



www.omfed.com

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

TENDER NOTICE

OMFED invites sealed techno-commercial offers in separate envelope from experienced Civil contractors for **Waterproofing & Civil work at Jeypore Dairy, OMFED.**

Tender document can be downloaded from website **www.omfed.com** from **dt.01.09.2023 to dt.21.09.2023** against payment of **Rs.6000/- + 18% GST (or Rs.7080/-)** in shape of Demand Draft drawn in favor OMFED drawn on any Nationalized bank payable at Jeypore. The tender document should be duly filled & submitted on due date along with the cost of tender paper and EMD amounting **Rs.10, 704/-**. The bids shall be received up to **14:00** hours on **21.09.2023** & shall be opened on the same day at **15:00 Hrs** at Jeypore Dairy, At/Po-Umari, Near Jeypore Railway Station, via-Jeypore, Dist-Koraput in presence of interested bidders. Bids without requisite EMD shall not be considered.

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

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

Managing Director
OMFED

SECTION II

INSTRUCTION TO BIDDERS -:

1.0 GENERAL INFORMATION:

The bidders shall go through the terms and conditions and instructions mentioned herein carefully and visit the site for an actual assessment prior to submitting the bids.

The **Two-Part tender** document consists of

Part-A: Pre qualifying technical bid.

Part-B: Commercial bid with quoted price schedule.

Bidders are to be submitted TWO PART. Both Part-A, Technical bid & Part-B Commercial Bid should be in separate envelope.

DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID(PART-A):

- Audited profit & loss account statement for the financial year 2020-21, 2021-22 (Two years).
- Turn over certificate for the financial year 2020-21, 2021-22 (Two years).
- Copy of IT return for the financial year 2020-21, 2021-22 (Two years).
- GST Certificate.
- PAN Number.
- The bidder should have minimum three years' experience in the related field like civil work at various industrial areas or dairy industries.
- Demand draft towards EMD amounting Rs.10, 704/- in favor of OMFED payable at Jeypore.
- Cost of tender paper & EMD in shape of Demand draft in original should be submitted in a separate sealed envelope subscribing tender cost and EMD.
- The original bidding document as downloaded from website duly signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- Annual Sales turn over should not to be less than 5 lakhs during the financial year 2020-2021, 2021-22.
- Copy of Registration Certificate as 'D' or above class contractor with either CPWD / R & B Deptt. / Irrigation Deptt / Railways / MES.

DOCUMENTS TO BE SUBMITTED IN THE COMMERCIAL BID (PART-B):

- Cost of Civil work/waterproofing work at Jeypore Dairy.
- The bid form and schedule of quantities, provided in the bidding document.

1.1 SCOPE OF WORK: -

- Waterproofing work at Plant Manager Office, Store room, rest room & Canteen room of Jeypore Dairy of OMFED as mention in the schedule of quantity.

1.2 LOCATIONS AND AREA

Name of Dairy	Address	Distance from Bhubanswar (in Km.)
Jeypore Dairy	At/Po-Umari, Near Jeypore Railway Station, Via-Jeypore, Dist:Koraput	530

1.3 Period of Completion

Waterproofing & civil work at Jeypore Dairy, OMFED:- The work should be completed within four month from the date of issue of work order.

1.4 IMPORTANT NOTE

Period of completion of work is very vital for this project. Time is the essence of the contract and the work has to be carried out strictly as per the scheduled work program.

2.0 Eligibility and Qualification requirements: -

- The bidder should have audited profit & loss account statement for the financial year 2020-21, 2021-22 (Two years).
- The bidder should provide Turn over certificate for the financial year 2020-21, 2021-22 (Two years).
- The bidder should have Copy of IT return for the financial year 2020-21, 2021-22 (Two years).
- The bidder should have GST & PAN Number.
- The bidder should provide GST return for last 3 months.
- The bidder should have minimum three years' experience in the related field like civil work at various industrial areas or dairy industries.
- The bidder should submit a demand draft towards EMD amounting Rs.10, 704/- in favor of OMFED payable at Jeypore.

- The bidder should submit the cost of tender paper & EMD in shape of Demand draft in original should be submitted in a separate sealed envelope subscribing tender cost and EMD.
- The bidder should download the original bidding document from website and duly signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- The bidder should have annual Sales turn over should not to be less than 5 lakhs during the financial year 2020-2021, 2021-22.
- The bidder should have copy of Registration Certificate as 'C' or above class contractor with either CPWD / R & B Deptt. / Irrigation Deptt / Railways / MES.

3.0 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 site shall be at bidder's own expense. The bidder and any of his personnel or agent(s) will be granted permission by the OMFED to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or agent(s), will release and indemnify the OMFED and his personnel and agent(s) from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss or damage, costs and expenses however caused ,which, but for the exercise of such permission would not have arisen.

4.0 Cost of Bidding

- a) The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- b) All the rates and prices in the bid shall cover all local taxes, Cess, ferry, tollage charges, royalties, GST and any other charges.
- c) The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- d) The successful bidder shall make his own arrangement for all materials unless Otherwise specified in the conditions of contract.

B. THE BIDDING DOCUMENTS

5.0 CONTENT OF BIDDING DOCUMENTS

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the tender notice, the bidding documents include:
 - (a) Instruction to bidders;
 - (b) General Conditions of Contract;
 - (c) Special Conditions of contract
 - (d) Schedule of quantities;

- (e) Bid Form;
 - (f) Form of Agreement
 - (g) Acceptable forms of Bank Guarantee
 - (h) Technical Deviation Statement Form
 - (i) Material to be supplied by bidder
 - (j) Declaration
- 5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

6.0 Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the OMFED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 6.2 The amendment will be notified in the website to all prospective Bidders. The amendment should be attached to the bidding documents.
- 6.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the OMFED may, at its discretion, extend the deadline for the submission of bids.

7.0 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.

8.0 Bid Prices

- 8.1 The bidder shall indicate in the schedule of quantities, provided in this document, the unit prices and total Bid prices of Waterproofing & Civil work to be executed at Jeypore Dairy under the Contract, inclusive of all taxes.
- 8.2 Bidders are requested to visit the site for an actual assessment prior to submitting the bids.

9.0 Documents Establishing Bidders' Eligibility and Qualifications

- 9.1 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.
- 9.2 The documentary evidence of the Bidder's qualification to perform the contract if its bid is accepted, shall establish to the OMFED'S satisfaction:
- The bidder should have audited profit & loss account statement for the financial year 2020-21, 2021-22 (Two years).
 - The bidder should provide turn over certificate for the financial year 2020-21, 2021-22 (Two years).

- The bidder should have Copy of IT return for the financial year 2020-21, 2021-22 (Two years).
- The bidder should have GST & PAN Number.
- The bidder should provide GST return for last 3 months.
- The bidder should have minimum three years' experience in the related field like civil work at various industrial areas or dairy industries.
- The bidder should submit a demand draft towards EMD amounting Rs.10, 704/- in favor of OMFED payable at Jeypore.
- The bidder should submit the cost of tender paper & EMD in shape of Demand draft in original should be submitted in a separate sealed envelope subscribing tender cost and EMD.
- The bidder should download the original bidding document from website and duly signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents, therein.
- The bidder should have annual Sales turn over should not to be less than 5 lakhs during the financial year 2020-2021, 2021-22.
- The bidder should have copy of Registration Certificate as 'C' or above class contractor with either CPWD / R & B Deptt. / Irrigation Deptt / Railways / MES.

10.0 Earnest Money Deposit:-

- 10.1 The Bidder shall furnish, as part of its bid, EMD of **Rs.10, 704/- (Rupees Ten Thousand Seven hundred Four only)**.
- 10.2 The bid security is required to protect the OMFED against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para.10.7.
- 10.3 The bid security shall be in one of the following forms:
 - (a) A Bank guarantee issued by a Nationalized 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 favor of ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD., Payable at Jeypore.
- 10.4 Any bid not secured in accordance with Para's. 10.1 and 10.3 shall be rejected by the OMFED as non-responsive.
- 10.5 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.
- 10.6 The successful Bidder's bid security will be discharged upon the bidders executing the agreement.

10.7 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

In the case of successful bidder, if the bidder fails to sign the contract.

11.0 Period of validity of bids

- 11.1 Bids shall remain valid for **90 days** from the date of bid opening, stated in the cover page/ tender notice. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.

12.0 Signing of Agreement

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

13.0 Performance Security Deposit

- a) A sum of 5% (Five Percent) of the value of work 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 12 months from the date of completion . The bank guarantee shall be strictly as per the Performa, 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 12(twelve) months. 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.

14.0 Submission of bids.

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

14.2 The envelope shall:

- (a) The cover shall contain all documents as per Volume-I and the Price Bid Volume-II, shall be sealed.

- (b) Be addressed to OMFED at the following address: At/Po-Umari, Near Jeypore Railway Station, Via-Jeypore, Dist:Koraput
- (c) Bear the name of the work, bid reference, and the date of opening as mentioned in tender notice.
- 14.3 The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late "
- 14.4 If envelope is not sealed and marked as required by Para. 4.2, the 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.
- 14.5 Mail, Fax facsimile and incomplete bids shall be summarily rejected.

15.0 Deadline for submission of bids.

15.1 Bids paper cost & EMD 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.

15.2 Bids paper cost & EMD must be received by the OMFED at the address specified under para. 4.3 not later than the time and date specified for receipt of the bids as indicated in the Tender Notice, or as extended by OMFED.

15.3 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.

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

16.0 Late bids

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

17.0 Opening of Bids by OMFED

17.1 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 office of At/Po-Umari, Near Jeypore Railway Station, Via-Jeypore, Dist:Koraput Orissa. The bidder's representatives who are present shall sign the attendance sheet evidencing their attendance.

17.2 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.

17.3 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.

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

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

18.0 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.

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19.0 Quantities

The quantities set out in the Bill 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.

20.0 Method of Measurement

The Works shall be measured net, as prescribed in the specification of works, notwithstanding 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.

21.0 Variations

21.1 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.

21.2 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.

22.0 Valuation of Variations

22.1 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.

22.2 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.

22.3. 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.

23.0 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.

24.0 Inspection of Works

24.1 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.

24.2 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.

24.3 The Contractor shall make available to the Engineer's Representative free of 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.

25.0 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.

26.0 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.

27.0 Programme to be furnished

27.1 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.

27.2 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.

27.3 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.

28.0 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.

29.0 Definition of Period of Maintenance

29.1 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 thereof.

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.

30.0 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.

31.0 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.

32.0 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.

33.0 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.

34.0 Additional Security Deposit

Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional performance security (APS) in shape of Demand Draft , Term Deposit Receipt pledged in favour of OMFED, Jeypore Dairy payable at Jeypore / Bank Guarantee in favour of the OMFED, Jeypore Payable at Jeypore from any Nationalized / Scheduled Bank in India Counter guaranteed by its local branch at Bhubaneswar within seven days of Issue of Letter of Acceptance (LOA) by the Divisional Head (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder. If the contractor fails to completed the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.

The entire additional security deposit shall be refunded as per OPWD code rule. No interest shall be paid by OMFED on the additional security furnished by the bidder.

35.0 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 -III.
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context

Otherwise requires:-

- 1.1 **OWNER** shall mean the Orissa State Cooperative Milk Producer's Federation Ltd and shall include his successors and assignees, as well as his authorized representatives.
- 1.2 **PURCHASER** shall mean the Orissa State Cooperative Milk Producer's Federation Ltd. or whomsoever agency inviting the bids.
- 1.3 **CONSULTANT** shall mean the Orissa State Cooperative Milk Producer's Federation Ltd. or the consultants appointed by the Orissa State Cooperative Milk Producer's Federation Ltd.
- 1.4 **OMFED** shall mean the Orissa State Cooperative Milk Producer's Federation Ltd.
- 1.5 **ENGINEER** shall mean and include the Engineer or any other authorized representative of the OMFED.
- 1.6 **ARCHIECT** shall mean the architect appointed by the OMFED/Consultant.
- 1.7 **STRUCTURAL CONSULTANT**
Shall mean the Structural Consultants appointed by the OMFED/Consultant.

- 1.8 BIDDER shall mean the firm/party/individual who submits the bid against the Tender notice.
- 1.9 CONTRACTOR shall mean the successful bidder whose Bid has been accepted by the OMFED and on whom a work order has been placed and shall include his heirs, legal representatives and assignees.
- 1.10 SUB-CONTRACTOR Shall mean the person/firm/party named by the Contractor whom a part of the Contract has been sublet with the consent of OMFED and shall include his heirs, successors, legal representatives and assignees.
- 1.11 CONTRACT PRICE/RATE Shall mean the prices /rates of the accepted Bid.
- 1.12 CONTRACT shall mean the articles of agreement, the conditions, the schedule of quantities, and/or specifications attached herewith.
- 1.13 "NOTICE IN WRITING "
Shall mean a notice in written ,typed or printed characters sent (unless delivered personally or otherwise prove to have been received) by registered / ordinary post to the last known address or the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.14 SITE shall mean the actual place of the proposed project or any other place where work is to be executed under the Contract. It shall also include any other land allotted by the OMFED for the Contractor's use.
- 1.15 MONTH shall mean from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.

- 1.16 WEEK shall mean seven consecutive days.
- 1.17 DAY shall mean a day from midnight to midnight.
- 1.18 BUILDING shall mean the proposed building(s), roads, fencing, sanitary, and water supply etc. under the contract.
- 1.19 AWARD shall mean the written acceptance of Bid by the OMFED given to the successful bidder.
- 1.20 PERFORMANCE SECURITY
- Shall mean the amount pledged with the OMFED while signing the agreement for faithful and satisfactory performance of the Contract.
- 1.21 CONSTRUCTIONAL PLANT shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the works but does not include the materials or other things required/intended to form or forming part of the works.
- 1.22 SPECIFICATIONS shall mean the specification referred to in the bid and any modifications thereof or addition thereto as may from time to time be furnished or approved in writing by the OMFED/Engineer.
- 1.23 DRAWINGS shall mean drawings referred to in the specifications and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the OMFED/Engineer.

1.24 TEMPORARY WORKS	shall mean temporary works of every kind required in or about the execution or maintenance of works.
1.25 PERMANENT WORKS	shall mean the permanent works to be executed and maintained in accordance with the Contract.
1.26 WORKS	shall mean both temporary works and permanent works.
1.27 APPROVED/APPROVAL	shall mean approved in writing, including subsequent written confirmation of previous verbal or written approval.
1.28 I.S.S	shall mean Indian Standards Specification
1.29 GOVERNMENT	shall mean the Government of India or any other State Government.
1.30 TENDER	shall mean the Bid.

1.31 **Headings and Marginal notes:**

All headings of and notes to the clauses of these conditions of Contract or of and to the Specifications or any other bid document are solely for the purpose of giving concise indication and not a summary of the contents thereof, and they shall never be deemed to be the part of the or be used in the interpretation or construction thereof or of the Contract.

1.32 **Singular and Plural.**

In this contract document unless otherwise stated specifically the singular shall include the plural and vice versa whenever the context so requires.

1.33 **Cost**

The cost shall be deemed to include overhead costs whether on or off the site.

II. GENERAL

2.0 DUTIES AND POWERS OF THE ENGINEER

2.1 The field management shall be the duty and responsibility of the Engineer. The Engineer shall carry out such duties as taking decisions and issuing certificates and orders as specified in the Contract. The Engineer is empowered to take decisions on the following matters after approval of appropriate authority:

(a) Certification of additional sums.

(b) Determination of an extension of time.

(c) Issuance of a variation order.

(d) Fixing rates or prices for the additional works executed under the Contract.

2.2 If the Contractor shall be dissatisfied by reason of any decision of the Engineer he shall be entitled to refer the matter to the higher authority, who shall there upon confirm, reverse or vary such decision.

2.2 Failure of the Engineer to disapprove any work or material shall not prejudice the power of higher authority thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

3.0 INSPECTION OF WORKS

3.1 The Owner/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 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 not give 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.

3.2 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.

3.3 The contractor shall make available to the Engineer free of 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.

CONTRACT DOCUMENTS

4.0 LANGUAGE AND LAW OF CONTRACT

4.1 i) All written material and correspondence shall be in English.

ii) The law to which the contract is to be subjected and according to which the Contract is construed, shall be the law being in force in India and/or the state where the Contract shall be performed.

4.2 Documents mutually explanatory

Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions and Special Conditions of the Contract shall prevail over those of any other documents forming part of the Contract. Several documents forming the Contract are to be taken as mutual explanatory. Should there be any discrepancy, inconsistency, error in the Contracts or any of them the matter may be referred to Engineer who shall give his decisions and issue to the Contractor instructions, directing in what manner the work is to be carried out. The decision of the Engineer shall be final and conclusive and the Contractor shall carry out the work in accordance with the decision

4.3 Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

5.0 DRAWINGS: THEIR PURPOSE AND THE CUSTODY

- 5.1 The Contract drawings read together with the Contract specifications are intended to show and explain the manner of executing the work and to indicate the type and the class of materials to be used.
- 5.2 In case any feature of the work is not set forth in the drawings and specifications, the Contractor shall forthwith apply to the Engineer for further instructions, drawings or specifications.
- 5.3 The drawings shall remain in the sole custody of the Engineer, but two copies shall be issued to the Contractor free of charge. One copy of the drawings, furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer or the Engineer's Representative and by any other person authorized by the Engineer in writing .At the completion of the Contract the Contractor shall return to the Engineer all drawings issued under the Contract.
- 5.4 The Contractor shall give written notice to the Engineer whenever planning or progress of works is likely to be delayed unless any further drawing or instruction is issued by the Engineer/OMFED within a reasonable time. The notice shall include the detail of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.0 FURTHER DRAWINGS AND INSTRUCTIONS

- 6.1 The Engineer may authorize his representatives to perform his duties and functions. The Contractor shall carry out and be bound by the same. The Engineer shall have full powers and authority to supply to the Contractor from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the proper execution of the project.

GENERAL OBLIGATIONS

7. Terms of payment

7.1 For Waterproofing & Civil Work at Jeypore Dairy

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.

8.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

8.1 The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the works and provide all labour, including the supervision thereof, materials, Construction plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.

8.2 The Contractor shall take full responsibility for the adequate stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent works, or for the design or specification of any temporary works prepared by the Engineer.

9.0 CONTRACT AGREEMENT

9.1 The Contractor shall within 15 days of receipt of notification of award enter into and execute a Contract agreement, in the form provided in section VIII.

10.0 PERFORMANCE SECURITY

10.1. A sum of 5% (Five Percent) of the value of work shall be deposited by the successful bidder as security deposit within 15 days.

10.2. The Performance Security Deposit can be refunded on submission of a bank guarantee of equivalent amount issued by a Nationalized Indian Bank, valid for 12 months from the date of completion . The bank guarantee shall be strictly as per the Performa, 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.

10.3. 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.

10.4. The entire security deposit shall be refunded not later than 12(twelve) months. from the date of completion of work, if all the obligations of the contractor under the contract has been fulfilled.

10.5. No interest is payable by OMFED on the performance security deposit mentioned above.

11.0 SUFFICIENCY OF TENDER

11.1 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 Price Schedule, if any, 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.

12.0 CONTRACTOR'S SUPERINTENDENCE

12.1 The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the works and shall give his whole time to the superintendence of the same .If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter employ him on the Works in any capacity and shall replace him by another agent approved by the Engineer . such authorized agent or representative shall receive, on behalf of the Contractor , directions and instructions from the Engineer.

12.2 CONTRACTOR'S EMPLOYEES

12.3 The Contractor shall provide and employ at the site in the connection with the execution and maintenance of the Works:

- a) Only such technical assistants as are skilled and experienced in their respective fields and sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise and,
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

12.4 It shall be liability of the Contractor to remove forthwith from the works any personnel engaged by the Contractor, in or about the execution or maintenance of the works, who, misconducts or is incompetent or negligent in the proper performance of his duties or whose engagement is otherwise considered to be undesirable and such person shall not be again engaged upon the work. Any person so removed, by the Contractor, from the works shall be replaced by the Contractor, as soon as possible by a competent substitute.

13.0 PATENT RIGHTS AND ROYALTIES

13.1 The Contractor shall save harmless and indemnify the OMFED from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Constructional plant, machine work or material and for in connection with the works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

14. 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-II of the bidding documents.

14.1 Penalty for Delay

If the contractor shall fail to achieve completion of the works within the specified time, then the contractor shall pay to the OMFED the sum at the rate of 0.5 % (half percent) of the total value of work done under the contract, as a penalty, for every week or part of the week which shall elapse, between the time prescribed & the date of certified completion of the work. The OMFED may without prejudice to any other method of recovery, deduct the amount of such penalty from any payment in its hands, due or which may become due to the contractor. The payment or deduction of such penalty shall not relieve the contractor from obligations to complete the works, or from any other of his obligations and liabilities under the contract.

14.2 The aggregate maximum of the penalty for delay payable to the OMFED under this clause shall be subject to a maximum of 5 % of the total value of work.

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

14.4 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.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

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

2.0 TAXES

(i) The rate shall include ,GST, royalty , Labour cess, local (authority) taxes which is to be deposited by the contractor.

(ii) TDS under Income Tax and TDS under GST shall be deducted as per the rule.

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 The Contractor may be allowed to construct temporary tube wells / wells in the project site for getting water after he has got written consent of the OMFED / Engineer .The Contractor shall be required to provide necessary arrangements to avoid any accident or damage to the buildings, roads, and service lines adjacent to the tube wells /wells sunk .The Contractor shall dismantle the tube well / well on the completion of work and restore the ground to its original condition at his own cost.

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

1. Water charges @ 0.5 % shall be recovered from the gross amount of work done from each Interim bill.

2. 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.

3. 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 disruptions 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 POWER (ELECTRICITY) SUPPLY

5.1 Unless otherwise specified the Contractor shall have to make his own arrangements for the electric power supply at his cost. All the works shall be removed by the Contractor at his cost after the completion of the work or if there is any hindrance, to the other works to the due to the alignment of these lines during the Contract period.

5.2 In case the power supply is provided by the OMFED, it shall be on the following conditions:-

1. The supply shall be made at one point in the site at the direction of the Engineer. The Contractor shall make his own arrangement to carry and distribute the power wherever it is required within the site as per IEA rules.
2. A tested Energy meter shall be installed at the site by the Contractor for recording the power consumed by the Contractor and the same shall be recovered at the prevailing rate of supply of electricity by the local electricity Board or other local authorities as the case may be.
3. If at any time during the period of Contract the Energy meter is found to be faulty the electricity charges shall be recovered from the interim bills of the Contractor @ 0.5% of the value of work done during that particular period.
4. The temporary supply lines shall be dismantled/ removed and the site shall be cleared by the Contractor after the completion of the work at his own cost.

6.0 MATERIALS TO BE ISSUED BY THE OMFED

6.1 If the contract provides for the use of any material to be supplied from the OMFED's stores or is required that the Contractor shall use certain stores to be provided by the Engineer, such materials and stores, and price to be charged therefore, as hereinafter mentioned being as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or the effect of the Contract, the Contractor shall be bound to purchase and shall be supplied with such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. The sum due from the Contractor for the value of materials supplied by the OMFED shall be recovered from the interim bill on the basis of the actual consumption of the materials in the works covered and for which the interim bill has been prepared. After the completion of the works, the Contractor shall account for full quantity of the material supplied to him as per relevant clauses herein.

6.2 The value of the materials as may be issued to the Contractor by OMFED shall be debited to the Contractor's account at the rate shown in the Schedule of material given in Section VI of this bidding document and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the Contract shall include the cost of carriage and all other expenses whatsoever such as normal storage, supervision charges which shall have been incurred in obtaining the same at the OMFED's stores. All materials so supplied to the Contractor shall remain the absolute property of the OMFED and shall not be removed on any account from the site of work unless specifically approved by the Engineer and shall be at all times open for inspection by the Engineer. Any such serviceable material remaining unused at the time of the completion or termination of the Contract shall be returned to the OMFED stores or at a place as directed by the Engineer in perfectly good condition.

6.3 Conditions for issue of materials

- i) The required Construction materials are to be supplied by the bidder.
- ii) Materials as specified to be supplied by contractor shall be issued in standard sizes and quantities obtained from the manufacturers.
- iii) The Contractor shall construct suitable godown at the site of works for storing the materials safely against damage by rain, dampness, fire theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- iv) It shall be the duty of the Contractor to inspect material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been stored at site, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are lost or damaged, at any time the value thereof shall be responsibility the Contractor pursuant to clause 7.4 hereof and clause 5.0 of Section VI.
- v) The OMFED shall not be liable for delay in supply or non-supply of any material, which the OMFED has undertaken to supply, where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the OMFED. IN no case, the Contractor shall be entitled to claim any compensation or loss by him on this account.
- vi) It shall be the responsibility of the Contractor to arrange in time all materials required for the works other than those supplied by the OMFED. If, however, in the opinion of the Engineer the execution of the works is likely to be delayed due to the Contractor's inability to make arrangements for supply of such materials which normally he has to arrange for the Engineer shall have the right at his own discretion to issue such material if available with the Owner/OMFED or procure such materials from the market or elsewhere and the Contractor will be bound to take such materials at the rates decided by the Engineer.

This, however, shall not absolve the Contractor from the responsibility of making arrangement for the procurement and supply of such materials in part or full, should such situation occur nor shall this constitute a reason for delay in the work.

- vii) Unless specifically approved by the Engineer, none of the materials supplied to the Contractor shall be utilized by the Contractor for manufacturing the item, which can be obtained as supplied from standard manufacturer in finished form.
- viii) The Contractor shall, if desired by the Engineer, be required to execute an indemnity bond in the prescribed form, for safe custody and accounting all materials issued by the OMFED.
- ix) The Contractor shall furnish to the Engineer sufficiently in advance the statement showing his requirement of the quantities of the materials to be supplied by the OMFED and the time when the same will be required by him for the works, so as to enable the Engineer to make necessary arrangement for procurement and supply of the material.
- x) A day account of the materials issued by the owner shall be maintained by the Contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer along with all connected paper viz. requisition, issues etc. and shall be always available for in the Contractor's office at site.
- xi) The Contractor should see that only the required quantities of the materials are issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the store wherefrom they were issued or to the place as directed by the Engineer.
- xii) Materials supplied by the OMFED shall not be utilized for any other purpose other than issued for.
- xiii) Upon the completion of the works and the receipt of unutilized materials issued to the Contractor by the OMFED pursuant to clause 7.3 herein. The Contractor shall submit the reconciliation statement of materials received, utilized in the works and wastage thereon. The wastage of materials so determined shall be accounted for pursuant to clause 5.0 of Section VI, and the value thereof shall be recovered from the Contractor.

6.4 Statutory Provisions of ESI & EPF for resource engaged:

The vendor must abide by all applicable rules, laws & regulations that may be in force from time to time and shall be responsible for conduct of resource persons as an immediate Employer. Further, the vendor shall ensure compliance of all permissions under Act & Regulations of ESI & EPF Scheme. Vender should submit the relevant records & registers towards contribution made for ESI & EPF in respect of the resource persons engaged as when required by the concerned Statutory Authorities. If the vendor defaults in any manner to comply with the provisions of ESI & EPF Act & Scheme made there under including all other applicable Laws & Regulations, the vendor shall be solely responsible for the same and shall be liable to

pay any fine/penalty/damage/interest imposed by the authorities. In case of default by the vendor the notional amount towards fine/penalty/damage/interest likely to be imposed by the concerned Statutory Authorities shall be deducted from the running Bill/Security Deposit/Performance Guarantee and kept separately till finalization of the matter. No interest shall be paid on such amount.

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

6.5 Notwithstanding anything contained to the contrary in any or all clauses of this Contract where any materials for the execution of the Contract are produced with the assistance of the OMFED either by issue from Owner' stock or purchase made under orders, or permits or licenses issued by the Govt., the Contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the OMFED and return, if required by the Engineer all surplus or unserviceable materials that may be left with him after the completion of the Contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer shall determine having due regard to the Contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any, shall be decided by the Engineer. In the event of the breach of the aforesaid condition, the Contractor shall, in terms of the licenses or permits and/or for criminal breach of trust, be liable to compensate OMFED at double the item rate or at double the prevailing market rate if the material was issued free of charge or any higher rate in the event of those materials at that time having higher rate or not being available in the market, than any other rate to be determined by the Engineer.

7.0 TEMPORARY WORKS

7.1 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.

8.0 NOTICES

For the purpose of all the notices, the following shall be the address of the OMFED:

**ORISSA STATE CO-OP.MILK PRODUCERS' FEDERATION.LTD, D-2,
SAHEED NAGAR, BHUBANESWAR-751007, ORISSA**

SECTION-V

COMMERCIAL BID

PRICE BID TOWARDS WATERPROOFING & CIVIL WORK AT JEYPORE DAIRY, OMFED.					
Sl.No	Description of Item	Quantity	Unit	Rate(In Rs)	Amount(In Rs)
1	Providing, cleaning the entire surface from vegetation, debris, cement laitance, removing fungus, grease, oil, and lifting the unserviceable material from terrace to outside premises including labour, tools, transportation complete.	502	Sqm		
2	Providing, supplying, and making V grooves to the crack line on the parapet wall/roof and same shall be filled with 3 component epoxy based Sikadur 53UF after dust free.	128	RMT		
3	Providing and applying one coat water base bituminous primer on mother concrete surface, followed by providing one coat of hot bitumen over priming surface, Supplying & laying of 3MM APP modified bituminous membrane on roof & parapet with overlapping 100MM to each side, sealed joints by butane torch followed by seaking with bitumen over joints, applying one coat of hot bitumen on entire surface followed by two coats of water proofing terracotta colour paint in crisscross way on top surface and parapet wall with complete respect.	577.6	Sqm		
4	Providing, supplying and applying 12mm 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,	502.00	Sqm		

	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				
5	Providing supplying and applying two or more coats of weather coats emulsion paint(water based) of approved make and shade of Royale Luxury Asian,Berger/Dulux"including cost of finishing existing wall surface with one more coats of wall primer (water base	502.00	Sqm		
6	Providing, fabricating and fixing in position, grills, railing steel ladder etc. of MS sections as per architect's details including cutting, electrical arc welding, grinding to smooth surface, fixing with holdfast of MS sections of minimum size 25 mm X 3 mm X 10 cm long, embedded in cement concrete 1:2:4 (1 part cement:2 part coarse sand:4 part of HG stone aggregate 12 mm and down), blocks of 15 cm X 15 cm X 23 cm at maximum 1 c/c, anchor bolts etc. including 2 coats of first quality synthetic enamel paint of make J&N / Shalimar / British / Asian and approved shade, over a cost of red oxide primer etc., including cost of materials, transportation, loading, unloading, labour, tools, & plants, taxes, duties, levies, octroi, royalties etc. as per direction of Engineer-in-Charge.	1.17	QTL		

7	Supplying, fitting & fixing up window (sliding type) made up aluminium section 9778 as window frame section No. 4095, 4096 & 9777, 3994as shutter frame with 5mm. thick black glass as panel fitted with rubber bending including lucking arrangement including all fittings including cost of all materials ,taxes ,labour, T & P etc all complete as per direction of Engineer in Charge.	6.76	Sqm		
8	32MM Piasal wood or local teak wood panned shutter including fixing of pannels of 12mm thick prelaminated board etc. complete with iron fittings and wooden hinged cleats etc fitted and fixed in position including all labour, but exceeding the cost of Iron fittings	7.56	Sqm		
9	4cm. thick grading cement concrete (1:2:4)on roof slab with 12mm & down grade Size hand broken & down graade Size on old work crusher broken hard Granite chips including cost of all labour, materials with all taxes, lead, T & P etc all complete.	502	Sqm		
10	Providing and fixing on wall face unplasticised rigid PVC rain water pipes conforming to IS:13592 type A including jointing with seal ring conforming to IS:5382, leaving 10mm gap for thermal expansion, single socketed pipes 110mm diameter	36	Mtr		
Total Cost (In Rs)					
Add:GST @					
Grand TOTAL COST (IN RUPEES)					

Bidder Seal with Sign

Section VI

FORM OF BID

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

**Name and address of OMFED: ORISSA STATE CO-OP. MILK PRODUCERS' FEDERATION
LTD.,D-2, SAHEED NAGAR, BHUBANESWAR-751007,
ORISSA**

Description of works: Waterproofing & Civil work at Jeypore Dairy, OMFED.

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 Addenda Nos. _____, Receipt of which is hereby duly acknowledged, for the execution of above mentioned works, we, the undersigned offer to supply and deliver goods and services including installation & commissioning 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 10 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 5% of work value 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.

a) Bank guarantee

Minimum amount of third party insurance

Period for commencement, from the date
Of receipt of letter of intent.

10 days

Time for completion from the date
of receipt of letter of intent

4 months

Rate of penalty for delay
Value /week or part thereof.

14.1

0.5% of the contract

Maximum limit of penalty

14.1

5%

Time within which the payment
would be made after the certificates for

Receipt of Goods /completion of work is made. 0 days

Dated this _____ day of _____ 20_____.

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

(In capital letter)

SECTION –VII

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

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

Between

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

AND

M/s _____

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

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

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

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract herein after referred to.

- 2.0 The following documents shall be deemed to form and be read as construed as part of this agreement, viz
 - (a) Instruction to bidders;
 - (b) General Conditions of Contract;
 - (c) Special Conditions of contract
 - (d) Schedule of quantities;

- (e) Bid Form;
- (f) Form of Agreement
- (g) Acceptable forms of Bank Guarantee
- (h) Technical Deviation Statement Form
- (i) Material to be supplied by bidder
- (j) Declaration

3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one, another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.

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

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

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

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

Signed, sealed and delivered for

And on behalf of the within

named OMFED by the hands of its

Authorised signatory.

Authorised Signatory

ORISSA STATE CO-OPERATIVE MILK
PRODUCERS' FEDERATION LTD.

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

Signed, sealed and delivered for

And on behalf of the within

Named Contractor, the other part.

Authorized Signatory

CONTRACTOR

In the presence of:

WITNESS:

1) Signature

Name and address

2) Signature

Name and address

SECTION-VIII
ACCEPTABLE FORM OF BANK GUARANTEE

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

Bank Guarantee no.

Date:

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

Whereas the OMFED has invited bids for the supply, installation, testing, commissioning, trial run and guaranteeing of the proposed _____
_____ by the tender notice reference no. _____ .

AND WHEREAS M/S _____

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

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

same as per the terms and conditions of the bidding documents within 120 days from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the OMFED in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs.-----
(Rupees-----only) provided always that any indulgence or forbearance on the part of the OMFED to the said bidder. With or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defense by the Bank against the OMFED.

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

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

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

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

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

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

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

Place

Signature

Seal

Code no.

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

Performa of bank guarantee for Performance security On Non-judicial Stamp Paper of Rs.100/-

Bank Guarantee No.

Date:

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

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

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

In consideration of the OMFED having agreed to award the contract on the Contractor, we _____ (the bank) do hereby guarantee, undertake, promise and agree with the OMFED , its legal representatives, successors, and assigns that the within named (the name of the Contractor) their legal representatives , assignees will faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in manner therein provided , do all obligations there under and we further undertake and guarantee to make the payment to the OMFED a sum of Rs _____ (Rupees _____ only). Being 10% of the contract value ,in case the Contractor , their legal representatives, assignees do not faithfully perform and fulfill

everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time and in manner therein provided and do not willfully and promptly do all obligations there under. In case the Contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equivalent to 10% of the contract value from the Contractor and the demand made by the OMFED itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the contract and neither the Contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

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

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

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

prejudice to any other securities or remedies which the OMFED may have or hereafter possess in respect of the works executed or intended to be executed and the OMFED shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the OMFED may be entitled to receive or have a claim upon and the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

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

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

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

Place

Signature

Date

Seal

Code no.

Note:

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

SECTION - IX

TECHNICAL DEVIATION STATEMENT FORM

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

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(Including justification)

Dated- _____ Signature and seal of the
Bidder

Note:

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

SECTION - X

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 2.4 & 2.5 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.

SECTION - XI

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: