

E-TENDER DOCUMENT

**FOR
INSTALLATION OF PREFABRICATED KIOSK MILK PARLOR ALONG WITH
ARCHITECTURAL DESIGN, INTERIOR DESIGN, INTERNAL FURNISHING,
INTERNAL ELECTRIFICATION WORK
AT
BABASAHEB BHIM RAO AMBEDKAR BUS TERMINAL, BHUBANESWAR.
DIST. KHURDA.**



ESTIMATED COST – Rs. 16,00,311/-

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

April-2025

Cost Rs.6,000/- +18% GST

NEWS PAPER NOTICE



The Orissa State Cooperative, Milk Producers' Federation Ltd.
D-2, SAHID NAGAR, BHUBANESWAR-751 007.
Ph No- 2546030/2540273/2540417, Fax No (0674)2540974

E-TENDER NOTICE FOR SET UP A KIOSK MILK PARLOR.

Bid Identification No:Proj/261/Kiosk/Baramunda/25

OMFED invites Techno-Commercial tenders in on-line mode system from experienced civil contractors for execution of the **“Installation of Prefabricated Kiosk Milk Parlor along with Architectural Design, Interior Design, Internal Furnishing, Internal Electrification work at Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda.”**

Interested bidders may download the Tender Document from The OMFED web site www.omfed.com only for reference. Bid document will be available in the <https://tendersodisha.gov.in> from **10.00 AM of 25/04/2025** to **5.00 PM of 15/05/2025** for bidding. Tender cost of Rs.6000/-+18%-GST along with E.M.D. of **Rs.32, 000/-** shall be deposited through online portal at <https://tendersodisha.gov.in>. The technical Bid shall be opened at **03.00 PM** on **16/05/2025** at the OMFED Corporate Office in the presence of the interested bidders.

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

Sd/-

Managing Director

Note:-

1. The bidders will be visit <https://tendersodisha.gov.in> for bidding the tender.
2. The bidder shall be deposit Original D/D for Paper cost & EMD shall be deposited through online portal at <https://tendersodisha.gov.in>
3. The bidder should be gone through officememorandumdt.23.7.2013 for participation in the tender.

e-PROCUREMENT NOTICE

Bid Identification No. PROJ/261/Kiosk/Baramunda/25

OMFED invites Techno-Commercial tenders in on-line mode system from experienced civil contractors for execution of the “**Installation of Prefabricated Kiosk Milk Parlor along with Architectural Design, Interior Design, Internal Furnishing, Internal Electrification work at Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda.**”

1. The tender is invited on-line through ‘e’-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. The bidders should have the necessary portal enrolment with his own Digital Signature Certificate.
2. The bidders may submit bids for the following work

Sl. No	Name of work	Cost of tender paper. (Rs.)	Availability of Tender for online bidding only at https://tendersodisha.gov.in		Date of opening	Bid Security (Rs.)	Period of completion
1	2	3	4	5	6	7	8
			From	To			
01	Installation of Prefabricated Kiosk Milk Parlor along with Architectural Design, Interior Design, Internal Furnishing, Internal Electrification work at Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda.	6,000/- + 18% GST	25.04.2025 10.00 A.M.	15.05.2025 , 5.00 P.M.	16.05.2025 03.00 P.M.	32000/-	03 (Three) Month

2. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: <https://tendersorissa.gov.in>. The corrigendum/amendment to this notice if required shall be published only in the OMFED web site www.omfed.com and will not be published again in news paper.

3. The **Bid documents will be available** in the website: <https://tendersorissa.gov.in> from **10.00 AM of 25.04.2025 to 5.00 PM of 15.05.2025 for online bidding.**

4. (i) The tender paper cost & EMD in shape of Demand Draft in original should be deposited through online portal at <https://tendersodisha.gov.in>.

(ii) The tender paper cost / EMD and Photo Copy of **GST, PAN, Registration Certificate, Turnover Certificate, IT return & other documents as per DTCN** shall have to be attached on Portal: <https://tendersodisha.gov.in> within **10.00 AM of 25.04.2025 to 5.00 PM of 15.05.2025**

Non submission of cost of bid document and bid security within the period shall debar from participating in the online bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

5. Bids shall be received only “on line” on or before **5.00 PM of 15.05.2025**.

6. Bids received on line shall be opened at **03.00 P.M. on 16.05.25** at OMFED Corporate office in the presence of the bidders. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

7. It is for the information of all concerned, that **EMD** is binding for all bidders, except valid **NSIC & MSME** certificate holder.

8. Other details can be seen in the bidding documents.

9. The management reserves the right to cancel any or all bids without assigning any reason.

Sd/-
Managing Director, OMFED

CHECKLIST TO BE ENSURED BY THE BIDDER

1. Audited profit & loss account statement for the financial year 2021-22, 2022-23, 2023-24(Three years).
2. Turn over certificate for the financial year 2021-22, 2022-23, 2023-24 (Three years).
3. Copy of IT return for the financial year 2021-22, 2022-23, 2023-24 (Three years).
4. Annual Sales turn over should not to be less than 50 lakhs during the financial year 2021-2022, 2022-23, 2023-24.
5. Copy of GST Registration Certificate.
6. PAN Number.
7. Credentials in support towards execution of civil work or similar nature work during last five years.
8. EMD amounting Rs.32, 000/- (Rupees Thirty Two Thousand only) shall be deposited through online portal at <https://tendersodisha.gov.in>.
9. Cost of tender paper & EMD in shape of Demand draft in original should be deposited through online portal at <https://tendersodisha.gov.in>.
10. The Bid form as per Section VIII.
11. Copy of Registration Certificate with either CPWD / R & B Deptt. / Irrigation Deptt / Railways / MES.
12. Copy of 3B GST & GST-1 return for last three months.
13. Declaration certificate as per the DTCN page no. 88.

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1.	Name of the Work	“Installation of Prefabricated Kiosk Milk Parlor along with Architectural Design, Interior Design, Internal Furnishing, Internal Electrification work at Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda.”
2.	Employer	OMFED, Bhubaneswar
3.	<u>Estimated Cost</u> Civil Works	` Rs.16,00,311/-

B. BID INFORMATION

1	Intended completion period / Time period assigned for Completion	03 (Three) Calendar Months
2	Last Date & time of submission of Bid	Up to 5.00 P.M. Date: 15.05.2025
3	Cost of Bid Document	` Rs 6,000/- + GST @ 18% =Rs.7080/-
4	Bid Security	` Rs.32,000/-
5	Bid validity period	120 days
6	Bid Item Rate validity period	365 days
7	Currency of Contract	INR
8	Language of Contract	English

SECTION I **INSTRUCTION TO BIDDER**

GENERAL INFORMATION

1.1 NAME OF WORK

Installation of Prefabricated Kiosk Milk Parlor along with Architectural Design, Interior Design, Internal Furnishing, Internal Electrification work at Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda.

1.2 LOCATION AND AREA

Name of the site	Address	Distance from Bhubaneswar (in Km.)
OMFED Prefabricated Kiosk Milk Parlor	Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda	0

PERIOD OF COMPLETION

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

1.3.1 IMPORTANT NOTE

- The work shall be carried out in an operating Bus Terminal. The contractor has to take care that the normal activities of the bus terminal are not hampered in any way due to the construction works being done by the contractor.
- Any circular/office order issued earlier by this federation will not have any binding effect if otherwise not stated in this tender document.
- 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: -

- 2.1 This invitation to bid is open to all eligible bidders.
- 2.2 To be eligible for the award of contract, bidders shall provide evidence satisfactory to the Orissa State Cooperative Milk Producers 'Federation Limited of their eligibility and of their capacity and adequacy of resources to carry out the contract effectively. Detailed requirements for this have been specified in clause 12 of the instruction bidders.

3.0 COST OF BIDDING

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

regardless of the conduct or outcome of the bidding process. The agency should quote the GST amount separately. The bidder shall be disqualified if he/she shall not fill the GST column.

4.0 SITE VISIT

- 4.1 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.
- 4.2 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.

BIDDING DOCUMENT

5.0 CONTENTS OF BIDDING DOCUMENTS

- 5.1 The set of bidding documents issued for the purpose of bidding includes the number of copies as stated below, together with any Addenda thereto issued in accordance with clause-7.

Section	Description	Page
I	Instruction to bidders	07
II	General Conditions of bidders	19
III	Special Conditions of Contract	62
IV	Technical Specifications	67
V	Form of Bid	68
VI	Schedule of Materials	70
VII	Form of Agreement	72
VIII	Schedule of Supp. Information	74
IX	Acceptable Forms of BG's	82
X	Points Bidders to bear in mind	89
XI	Drawings	90

- 5.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to clause-21,

bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

6.0 CLARIFICATION OF BIDDING DOCUMENTS:

A prospective bidder requiring any clarification of the bidding documents may notify the OMFED in writing or by telegram/ fax at the address of communication indicated in the tender notice. The OMFED will respond in writing or by telegram / fax to any request for the clarification which is required earlier than 10 days prior to the deadline for the submission of the bids. Written copies of the response of the OMFED (including a description of the enquiry without identifying its source) will be sent to all prospective bidders who purchased the bidding documents, and will be attached to the bidding documents sold subsequently.

7.0 AMENDMENT OF BIDDING DOCUMENTS

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

8.0 PRE-BID MEETING :(NOT APPLICABLE)

DELETED

9.0 PREPARATION OF BIDS

9.1 DOCUMENTS COMPRISING THE BID

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

- (a) The original bidding document purchased by the bidder shall be signed & stamped in each page as a token of having read & understood the contents therein.
- (b) The Bid form completed in accordance with clauses 10 & 11.
- (c) Documentary evidence established in accordance with clause 12 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (d) Bid security (Earnest Money Deposit) furnished in accordance with Clause 13.
- (e) Schedule of Quantities (BOQ), completed in accordance to clauses 10 & 11.
- (f) Schedule of Supplementary information, in separate sheets but as per format provided in Section –VIII of the bidding document (Vol-I) .all the schedules shall be completed & submitted with the bid, without any exception.

10.0 BID FORM

10.1 The Bidder shall complete the Bid form (Section V) and appropriate Schedule of Quantities furnished as part of the Bidding Documents. The Bidder shall submit the bidding documents in original, as issued, after filling in all the appropriate spaces, as required & after signing in all pages of the document as a token of having read and understood the clauses of the bid.

11.0 BID PRICES

11.1 unless stated otherwise in the bidding document, the Contract shall be for the whole works as described in the tender notice based on the Schedule of Unit rates and prices submitted by the bidder.

11.2 The bidder shall fill in the rates and prices for all items of works described in the Schedule of Quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid by OMFED when executed and shall be deemed to have been covered by the other rates in the Schedule of Quantities.

11.3 All duties taxes and other levies shall be payable by the bidder under the Contract or for any other cause, shall be included in the rates and the prices and total bid price submitted by the bidder.

11.4 Fixed Price

- a) Prices quoted by the bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, if the duration of the contract, as stated in clause 1.3, hereof, is less than or up to 12 months. A bid submitted with any price adjustment condition will be treated as non-responsive and rejected.

12.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS

12.1 Pursuant to clause 9, the Bidder shall furnish, as part of its bids, documents establishing the Bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted. The bidder should also give supplementary information in the format attached to the bid document.

12.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the Purchaser's satisfaction.

- (a) That the Bidder has the financial and technical capability necessary to perform the contract. To this end, all bids submitted shall include the following information under section VII:
 - i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
 - ii) Power of Attorney or a true copy thereof duly attested by a gazetted officer in case an authorized representative has signed the Bid.
 - iii) Copies of Income Tax clearance certificates, valid till the end of bid validity period as prescribed under Clause 14.0, hereof and copy of PAN card.

- iv) Details of experience and past performance of the bidder (or each party to a joint venture) on works of similar nature within the past five years, and details of current works in hand and other Contractual commitments shall be submitted as per schedule III and schedule VI given in Section VIII respectively of this bidding document.
- v) Major items of constructional plant proposed for use in carrying out the contract in the format prescribed in Section VIII and the qualifications and experience of key personnel proposed for the administration and the execution of the contract, both on and off the site, in the format prescribed in schedule II of Section VIII of this bidding document.
- vi) Reports on financial standing of the bidder such as profit and loss statements balance sheets and auditor's report of the past three years, an estimate of the financial projections for the next two years as prescribed in schedule - v of section -viii of this bidding document, and an authority from the bidder (or an authorized representative of a joint venture) to seek reference from the bidders bankers; and
- vii) Information regarding any current arbitration / dispute in which the bidder is involved, as prescribed in schedule - IV of section - viii of the bidding document.

12.3 For the purpose of this particular contract bidders shall meet the following criteria as minimum:

- Audited profit & loss account statement for the financial year 2021-22, 2022-23, 2023-24(Three years).
- Turn over certificate for the financial year 2021-22, 2022-23, 2023-24 (Three years).
- Copy of IT return for the financial year 2021-22, 2022-23, 2023-24 (Three years).
- Annual Sales turn over should not to be less than 50 lakhs during the financial year 2021-2022, 2022-23, 2023-24.
- Copy of GST Registration Certificate.
- PAN Number.
- Credentials in support towards execution of civil work or similar nature work during last five years.
- EMD amounting Rs.32,000/- (Rupees Thirty Two Thousand only) shall be deposited through online portal at <https://tendersodisha.gov.in>.
- Cost of tender paper & EMD in shape of Demand draft in original should be deposited through online portal at <https://tendersodisha.gov.in>.
- The Bid form as per Section VIII.
- Copy of Registration Certificate with either CPWD / R & B Deptt. / Irrigation Deptt / Railways / MES.

- Copy of 3B GST & GST-1 return for last three months.
- Declaration certificate as per the DTCN page no. 88

12.4 Bid submitted by a joint venture of two or more firms, as partners shall comply with the following requirements:

- The bid and in case of a successful bid the form of agreement shall be signed so as to be legally binding on all the partners;
- One of the partners shall be nominated, as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in-charges;
- All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of the successful bid); and
- A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.
- Experience, resources, men and machinery of each party to the joint venture will be taken into account only to the extent of their participation for performing tasks under the joint venture agreement.

13.0 BID SECURITY (EARNEST MONEY DEPOSIT)

- Pursuant to clause 10, the bidder shall furnish, as part of its bid, bid security for a value of 2% (Two percent) of the bid value i.e **Rs. 32,000/- (Rupees Thirty Two Thousand) (whichever is higher)** shall be deposited through online portal at <https://tendersodisha.gov.in>.
- The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.
- The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

14.0 PERIOD OF THE VALIDITY OF BIDS

- Bids shall remain valid for 120 days after the date of bid opening prescribed by the OMFED pursuant to clause 17. A bid valid for a shorter period may be rejected by the OMFED as non-responsive.
- In exceptional circumstance prior to the expiry of the original bid validity period the

OMFED may solicit the bidders consent to a specified extension of the period of validity. The request and the response thereof shall be made in writing (or by cable/fax). The bid security provided under clause 13 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid. The provisions of the clause 13 shall continue to apply during the extended period of bid validity.

15.0 FORMATS AND SIGNING OF BID

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

SUBMISSION OF BIDS

The tender is invited on-line through 'e'-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. The bidders should have the necessary portal enrolment with his own Digital Signature Certificate.

17.0 DEADLINE FOR SUBMISSION OF BIDS

- 17.1 Bids must be received by the OMFED at the address specified under Para. 16.2 not later than the time and date specified for receipt of the bids as indicated in the tender notice or as extended by OMFED, pursuant to Para 17.2, below.
- 17.2 The OMFED may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with Para 7, above in which case all rights and obligations of the OMFED and bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.

18.0 LATE BIDS

- 18.1 Any bid received by the OMFED after the deadline for submission of bids prescribed by the OMFED, pursuant to Para 17 will be rejected and/or returned unopened to the bidder.

BID OPENING AND EVALUATION

19.0 OPENING OF BIDS BY OMFED

- 19.1 The OMFED will open bids including submissions, in the presence of bidders' representatives who choose to attend, at the office of the Orissa State cooperative milk producers, federation limited, Bhubaneswar, Orissa. The bidders' representatives who are present shall sign the tender opening document evidencing their attendance.
- 19.2 The bidders' names, bid prices and the presence or absence of the requisite bid security and such other details as the OMFED, at its discretion, may consider appropriate will be announced at the opening.
- 19.3 The OMFED will examine the qualification bids to determine the substantial responsiveness of bidder, will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 19.4 The OMFED shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 19.2.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids the OMFED may, at its discretion, ask the bidders individually for a clarification of its bid including break down or analysis of the unit rates. The request for clarification and the response shall be in writing.

21.0 PRELIMINARY EXAMINATIONS

- 21.1 The OMFED will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be accordingly corrected. If there is a Discrepancy between rates and amounts in words and figures, the value in words will prevail. The amount stated in the form of bid will be adjusted by OMFED in accordance with the started procedures, and with the concurrence of the bidder, shall be considered as binding on the bidder. If the bidder does not accept the correction of the errors, its bid will be rejected and the bid security will be forfeited.
- 21.3 Prior to the detailed evaluation, pursuant to Para 22, the OMFED will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations or reservations. A material deviation is one which affects in any substantial way the scope, quality or performance of the works or which limits in any substantial way, inconsistent with the bidding document, the OMFED's rights or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

22.0 EVALUATION AND COMPARISON OF BIDS

22.1 The OMFED will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 21.3.

22.2 The OMFED's evaluation of the bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

22.3 In evaluating bids, the OMFED will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to Clause 21.2.

22.4 The OMFED reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the bidding documents or otherwise result in the accrual of unsolicited benefits to the OMFED shall not be taken into account in bid evaluation.

22.5 If the bid of the successful bidder is seriously unbalanced in relation to the OMFED's estimate of the real cost of the whole or any part of the work to be performed under the Contract, the OMFED may require that amount of the Performance security deposit set forth in the clause 29 be increased at the expense of the successful bidder to a level sufficient to protect the OMFED against financial loss in the event of subsequent default of the successful bidder under the Contract.

23.0 CONTACTING THE OMFED

23.1 After the public opening of bids, information relating to the examination, clarification, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

23.2 Any effort by a bidder to influence the OMFED in the process of bid examination, clarification, evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

AWARD OF CONTRACT

24.0 POST-QUALIFICATION

24.1 The determination will take into account the bidder is financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to para 14, as well as such other information as the OMFED deems necessary and appropriate including details of experience and records of past performance.

- 24.2 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event; the OMFED will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

25.0 AWARD CRITERIA

- 25.1 Pursuant to Para 26, the OMFED will consider award of contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

26.0 OMFED'S RIGHT TO ACCEPT ANY BID OR REJECT ANY OR ALL BIDS

- 26.1 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.

27.0 NOTIFICATION OF AWARD

- 27.1 Prior to expiry of the period of bid validity, the OMFED will notify the successful bidder in writing by registered letter or by cable or fax, confirmed in writing by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract referred as 'Letter of Acceptance') shall name the sum, which OMFED shall pay to the contractor in consideration to the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract referred as the "Contract price").
- 27.2 The notification of award will constitute the formation of the contract.
- 27.3 Upon the successful bidder's furnishing of performance security pursuant to Para 29, the OMFED will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to Para 13.

28.0 SIGNING OF THE AGREEMENT

- 28.1 Within 7 days of receipt of the notification of award ,the successful bidder shall prepare and execute the agreement ,strictly in accordance to the sample form provided in the bidding document.

29.0 PERFORMANCE SECURITY

- 29.1 Within 7 days of the receipt of notification of award from the OMFED, the successful bidder shall furnish the performance security for an amount of 5% of the Contract price in accordance with Clause-10 of the Conditions of Contract.

- 29.2 Failure of the successful bidder to comply with the requirement of Para 28 or Para 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OMFED may make the award to the next lowest evaluated bidder or call for new bids.
- 29.3 The performance security may be released during release of running bill on submission of valid Bank guarantee and conformation of Bank.

30.0 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, payable at Bhubaneswar / Bank Guarantee in favour of the OMFED, Bhubaneswar Payable at Bhubaneswar 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.

31.0 Statutory approvals:

The contractor shall arrange, at his own cost, for inspection of the works and approval of cable layout & schematic drawings from the concerned electrical inspector with necessary test certificates & completion certificates. Any modification suggested by the electrical inspector shall be carried out by contractor without any extra cost. Statutory fees if any shall be reimbursed by Omfed. The approved drawings shall be submitted by the contractor to Omfed, before final payment is released

32.0 Drawing: their Purpose and the custody

32.1 The contractor 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.

32.2 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.

32.3 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 afore aid, 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 authorized by the contractor shall return to the engineer all drawings issued under the contract.

32.4 The contractor shall give written notice to the engineer whenever planning or progress of the works is likely to be delayed unless any further drawing or instruction is issued by the 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.

32.5 The contractor shall submit the following information, in triplicate, to the engineer for approval within the time stipulated against each item below:

- a) General layout plan of construction plant and equipment for the execution of work within fourteen days from the date of notice to proceed with the works; and
- b) Drawings or prints show the location of major plants and other facilities which he proposes to put up at the site, including any change in the general layout, at least fourteen days prior to the commencement of the respective work.

32.6 The engineer may also authorizes representative to perform his duties and functions. The contractor shall carryout and be bound by the same. The engineer shall have full powers and authority to supply to the works, such further drawings and instructions as shall be necessary for the proper execution of the project.

SECTION II
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 Producers 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 Producers Federation Ltd. or whomsoever agency inviting the bids.
- 1.3 **CONSULTANT** shall mean the Orissa State Cooperative Milk Producers Federation Ltd. or the consultants appointed by the Orissa State Cooperative Milk Producers Federation Ltd.
- 1.4 **OMFED** shall mean the Orissa State Cooperative Milk Producers Federation Ltd.
- 1.5 **ENGINEER** shall mean 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 acceptedBid.
- 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 a thing 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 as the case may be.
- 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 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 under sub clause 25.2 hereof;

- (b) Determination of an extension of time pursuant to clause 62.0 hereof;
- (c) Issuance of a variation order pursuant to clause 24.0 hereof;
- (d) Fixing rates or prices for the additional works executed under the Contract pursuant to clause 24.0 hereof;

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.

2.3 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.

5.0DRAWINGS: 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.

6.0FURTHER 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

7.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 7.1 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.
- 7.2 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.

8.0 CONTRACT AGREEMENT

- 8.1 The Contractor shall within 7 days of receipt of notification of award enter into and execute a Contract agreement, in the form provided in section VIII.

9.0 PERFORMANCE SECURITY

- 9.1 Within 7 days of the receipt of notification of the Award of the contract from the OMFED the successful bidder shall furnish to the OMFED a performance security for an amount of 5% of the Contract value, valid till the end of the defect liability period plus 90 days.
- 9.2 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.
- 9.3 The performance security shall be denominated in Indian Rupees and shall be in any of the following forms: -
- a) A Demand draft or Pay Order drawn in favour of the Orissa State Cooperative Milk Producers Federation Ltd. Payable at Bhubaneswar.
 - b) A Bank guarantee issued by a Nationalized Indian Bank. The acceptable form shall be strictly as provided in section IX of the Bidding documents.
- 9.4 The bank guarantee shall be valid for the entire period of the Contract including the Period of Maintenance plus 90 days .The validity of the Bank guarantee be suitably extended in the event of extension of time of the Contractor pursuant to clause 68 herein.
- 9.5 The performance security shall be released by the OMFED not later than 60 days of expiry of validity period.

- 9.6 In the event of the increase in the Contract value, in actual execution, proportionate additional performance security, shall be paid by the Contractor if called upon to do so.
- 9.7 In the event of decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.
- 9.8 No interest shall be paid by the OMFED for the amount deposited as performance security with the OMFED.

10.0 SUFFICIENCY OF TENDER

- 10.1 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.

11.0 CONTRACTOR'S SUPERINTENDENCE

- 11.1 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.

12.0 CONTRACTOR'S EMPLOYEES

- 12.1 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.
- 12.2 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.

LABOUR

14.0 ENGAGEMENT OF LABOUR

- 14.1 The Contractor shall make his own arrangements for the engagements of all labour, local or otherwise, and, save insofar as the contract otherwise provides for the transport, housing feeding and payment thereof .The Contractor to the extent possible and reasonable to employ staff and labour with required qualifications and experience from source within India.
- 14.2 The OMFED may at their own discretion and convenience make available at the site, land for Contractors field office, godowns, workshops and assembly yard required for the execution of the Contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water and sanitary arrangement approved by the Engineer.
- 14.3 The personnel so engaged by the contractor shall be the employees of the contractor and there shall exist no privities of contract between the personnel so engaged and the OMFED.
- 14.4 On completion of the works undertaken by the Contractor, he shall remove all temporary building erected by him and have the site cleaned as directed by the Engineer. If the Contractor shall fail to comply with these requirements, the Engineer may at the expense s of the Contractor remove such surplus and rubbish materials and dispose of the same as he deems fit and get the site cleared as foresaid; the Contractor shall forthwith pay the amount of all expenses so incurred and shall have the claim in respect of any such surplus material disposed off as aforesaid. The owner reserves the right to ask the Contractor any time during the tendency of the Contract to vacate the land by giving 7 days notice without giving any reason.
- 14.5 Land for residential accommodation for staff and labour may be made available at the discretion of the OMFED/Engineer.
- 14.6 The Contractor shall so far as is reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer at adequate supply of drinking and other water for the use of the Contractor's staff and the work people.

- 14.7 The Contractor shall not, otherwise than in accordance with the statutes, Ordinances and Government Regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs or permit any such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.
- 14.8 The Contractor shall not give, barter or otherwise dispose of to any person or person, any arms or ammunitions of any kind or permit the same as aforesaid.
- 14.9 The Contractor shall in all dealings in labour in his employment have due regard to all recognized festivals, days of rests and religious and other customs.
- 14.10 In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements, as may b made by the Government, or the local medical and sanitary authorities for the purpose of dealing with and overcoming the same.
- 14.11 The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection and property in the neighborhood of the works against the same .The Contractor shall be responsible to comply with the various labour laws such as Contract Labour (R&A) 1970, Payment of wages Act, Minimum Wages Act, Provident fund Act& Rules etc in respect of persons engaged by him.
- 14.12 The Contractor shall be responsible for observance of his sub-contractors of the foregoing provisions.

15.0 RETURNS OF LABOUR, ETC

- 15.1 The Contractor shall submit to the OMFED copies of the license under the Contract Labour Act, if required and obtained by the contractor and his Provident Fund number. The Contractor shall if required by the Engineer, also deliver to the Engineer a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such information respecting Constructional Plant as the Engineer may require.
- 15.2 The Contractor shall not employ in connection with the work any person who has not completed 15 years of age.
- 15.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provision of the various labour laws and rules and regulations such as Contract Labour act(R&A) Act, 1970, Payment of Wages act, Provident fund Act & Rules etc, applicable to them in regard to all matters provided therein and shall indemnify the OMFED in respect of all claims that may be made against the OMFED for noncompliance thereof by the Contractor.
- 15.4 Notwithstanding anything contained herein, OMFED may take such actions as may be necessary for the compliance of the various labour laws and recover the costs thereof from the contractor.

15.5 In the event of the Contractor committing a default or breach of any of the provisions of labour laws and rules and regulations are applicable, shall pay penalties as imposed by the statutory authorities and shall indemnify and keep indemnified the OMFED all such penalties and compensations.

16. Statutory Provisions of ESI & EPF for resource engaged:

16.1 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. Vendor 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.

16.2 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.

MATERIALS AND WORKSMANSHIP

16.0 MATERIALS AND WORKSMANSHIP

16.1 All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to

time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site or at such other place or places as may be specified in the contract, or at all or any of such places .The Contractor shall provide such assistance, instruments, machine, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer .

16.2 All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

16.2 The cost of conducting any test ordered by the Engineer to ascertain the quality of the material and the workmanship shall be borne by the Contractor.

17.0 INSPECTION OF OPERATIONS

17.1 The Engineer and any person authorized by him shall at all times have access to the Works and to all the workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

COMMENCEMENT TIME AND DELAYS

18.0 COMMENCEMENT OF WORKS

18.1 The Contractor shall commence the works on site within 30 days of receipt by him of the notification of award and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer, or be wholly beyond the Contractor's control.

19.0 POSSESSION OF SITE

19.1 Save insofar as the Contract may prescribe, the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, subject to any Requirement in the Contract as to the order in which the Works shall be executed, the OMFED will with the Engineer's written order to commence the works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in clause 39 hereof, if any, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer, make and will, from time to time as the work proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said programme or proposals, as the case may be. If the Contractor suffers delay from the failure on the part of the OMFED to give possession in accordance with the terms of this clause, the Engineer shall grant an extension of time for the completion of the Works as, in his opinion shall be fair.

19.2 The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

20.0 NO NIGHT WORK

20.1 Subject to any provision to the contrary contained in the Contract, none of the permanent Works shall, save as herein after provided, be carried on during the night without the permission in writing of the Engineer except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided always that the Provisions of the clause shall not be applicable in the case of any Work, which it is customary to carry out by rotary or double shifts.

21.0 RATE OF PROGRESS

21.1 If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the works or any section is at any time, in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the works or Such section by the prescribed time The Contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Engineer under this Clause, the contractor shall seek the Engineer's permission to do any work at night; such permission shall not be unreasonably refused.

22.0 CERTIFICATION AND COMPLETION OF WORKS

22.1 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 Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Engineer to issue a certificate of completion in respect of the works. The Engineer shall in receipt of such notice either 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 or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issue of such certificate .The Engineer shall also notify the Contractor of any defects in the Works affecting virtual completion that may appear after such instructions and before completion of the works specified therein. The contractor shall be entitled to receive such certificate of Completion, or on the completion to the satisfaction of the Engineer, of the Works so specified and making good any defects so notified.

22.2 Similarly in accordance with the procedure set out in sub Clause 1 of this Clause, the Contractor may request and the Engineer shall issue a Certificate of Completion in respect of: -

- a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract.

And

- b) Any substantial part of the Permanent works which has been both completed to the satisfaction of the Engineer and occupied by the OMFED.

22.3 If any part of the permanent works shall have been virtually completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer may issue a Certificate of Completion in respect of that part of the Permanent Works before completion of the whole of the works and, upon the issue of such certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the works during the Period of Maintenance.

22.4 Provided always that a certificate of Completion given in respect of any section or part of Permanent works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate so expressly state.

23.0 CONTRACTOR TO SEARCH

23.1 The Contractor shall if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the works or in the period of maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the OMFED. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of the Clause 59 hereof.

ALTERATIONS, ADDITIONS AND OMISSIONS

24.0 VARIATIONS

24.1 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, quality or kind of any such work,
- d) Change the levels, lines, position and dimensions of any part of the Works,

- 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 Contract price.

- 24.2 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.

Provided further that if the contractor shall within seven days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within 14days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

25.0 VALUATIONS OF VARIATIONS

- 25.1 All extra or additional work done or work omitted by the order of the Engineer shall be valued at the rates and prices set out in the contract if, in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices should be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices, as shall, in his opinion, be reasonable and proper.
- 25.2 Provided that nature or amount of any omission or addition relative to the nature or the amount of whole of the Works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the contract for any item of the works is, by reason of such omission or addition, rendered inapplicable, then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In case of disagreement the Engineer shall workout and fix the rate or the price.
- 25.3 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 approval of the Engineer.

Provided also that no increase or decrease under clause 25.1 or variation of rate or price under clause 25.2 hereof shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work before the commencement of the work or as soon thereafter is practicable, notice shall be given in writing:-

a) By the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price

Or

b) By the Engineer to the Contractor of his intention to vary a rate or price.

25.4 If, on certified completion of the whole of the Works it shall be found that a reduction or increase greater than 25 percent of the sum named in the notification of award, results from: -

a) The aggregate effect of all variation orders, and

b) All adjustments upon measurement of the estimated quantities set out in the Schedule of Quantities, But not from any other cause, the amount of the Contract Price shall be adjusted by such sum that may be agreed between the Contractor and the Engineer or, failing agreement, fixed by the Engineer having regard to all material and relevant factors, including the Contractor's site and general overhead costs of the Contract.

25.5 The Contractor shall send to the Engineer once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month.

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

PLANTS, TEMPORARY WORKS AND MATERIALS

26.0 PLANT, ETC., EXCLUSIVE USE OF THE WORKS

26.1 All constructional plant, Temporary works and materials provided by the contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the works and the contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent in writing, of the Engineer, which shall not be unreasonably withheld.

26.2 Upon completion of the works the Contractor shall remove from the site all the said Constructional plant and Temporary works remaining thereon and any unused materials provided by the contractor with due permission of engineer.

26.3 The OMFED shall not at any time be liable for the loss or damage to any of the said Constructional plant, Temporary works or materials save as mentioned in Clauses 43 and 66 hereof.

27.0 APPROVAL OF MATERIALS, ETC., NOT IMPLIED

27.1 The operation of Clause 26 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer

28.0 PROGRESS

28.1 The progress of work shall be monitored in accordance with the approved work programme drawn out soon after the award of the Contract shall be reviewed every month and bottlenecks, if any, identified and remedial action planned and the Engineer informed accordingly.

MEASUREMENT

29.0 QUANTITIES

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

30.0 WORKS TO BE MEASURED

30.1 The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the contract. He shall when he requires any part or part of the works to be measured give notice to contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend, or neglect to omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records or drawings, the Engineer shall prepare records and drawings month by month of such work and the Contractor as and when called upon to do so in writing, shall, within 7 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If after examination of such records and drawings, the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within 7 days of such examination, lodge with the Engineer, for decision by the Engineer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

31.0 METHOD OF MEASUREMENT

31.1 The Works shall be measured net, as prescribed in the specification of the Works, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract, the mode of measurement as 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 section IV of Technical Specifications. Only the latest editions of all the codes of practice including all latest official amendments and revisions shall be applicable.

31.2 For measurement of items of work in foundation and plinth & in super structure the criteria shall be the plinth level of the individual buildings covered under this contract.

32.0 APPROVAL ONLY BY MAINTENANCE CERTIFICATE

32.1 No certificate other than Maintenance Certificate referred to in Clause 33 hereof shall be deemed to constitute approval of the Works.

33.0 MAINTENANCE CERTIFICATES

33.1 The Contract shall not be considered as complete until a Maintenance Certificate shall have been signed by the Engineer and delivered to the OMFED stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer after the expiry of the Period of Maintenance, or, if different periods of Maintenance shall become applicable to different sections or parts of the Works, the expiry of the latest such period, or as soon thereafter as any works offered during such period, pursuant to Clause 59 and 22 hereof, shall have been completed to the satisfaction of the Engineer and full effect shall be given to this clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the OMFED.

33.2 The OMFED shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the works, unless the contractor shall have made a claim in writing in respect thereof before the issuance of the Maintenance Certificate under this Clause.

33.3 Notwithstanding the issue of Maintenance Certificate the Contractor and, subject to clause 33.2 the OMFED shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes determining the nature and extent of any of such obligations, the Contract shall be deemed to remain in force between the parties hereto.

REMEDIES AND POWERS

34.0 DEFAULT OF CONTRACTOR

34.1 If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in execution levied on his goods, or if the Engineer shall certify in writing to the OMFED that in his opinion the Contractor: -

- a) Has abandoned the contract, or
- b) Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 28 days after receiving from the Engineer written notice to proceed, or
- c) Has failed to remove materials from the site or pull down and replace work for 30 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or

- d) Despite previous warnings by the Engineer, in writing is not executing the works in accordance with the Contract, or is persistently neglecting to carry out his obligations under the Contract, or
- e) Has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract.

Then the OMFED may after 15 days notice in writing to the contractor, enter upon the site and the works and expel the contractor there from and without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the OMFED or the Engineer by the contract and may himself complete the works or may employ any other Contractor/Agencies to complete the Works. The OMFED or such other Contractor/Agencies may use for such completion so much of the Constructional Plant , temporary works and materials which have deemed to be reserved exclusively for the execution of the works , under the provisions of the Contract ,as he or they may think proper and the OMFED at any time ,sell any of the said Constructional plant , temporary works and unused materials including invocation of bank guarantees and apply the proceeds of sale in or towards the satisfaction of any sum due or which may become due to him for the Contractor under the Contract.

- 34.2 The Engineer shall, as soon as may be practicable after any such entry and expulsion by the OMFED, fix and determine ex parte, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work than actually done by him under the contract and the value of any of the said unused or partially used materials , any Constructional Plants and any temporary works .
- 34.3 If the OMFED shall enter and expel the contractor under this clause, it shall not be liable to pay to the Contractor any money on account of the Contract until the expiry of Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the OMFED have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum(s) , if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor, on due completion by him, then the Contractor shall, upon demand, pay to the OMFED the amount of such access and it shall be deemed a debt due by Contractor to the OMFED and shall be recoverable accordingly.
- 34.4 In such event, the OMFED shall charge 15% overhead to cover the departmental charges and the same shall be recovered from the Contractor.
- 34.5 No credit shall be allowed to the Contractor in case the amount spent by the OMFED for a particular item, which shall be less than the amount payable as per the tender amount.

35.0 URGENT REPAIRS

- 35.1 If, by reason of any accident, or failure or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works or during the Period of Maintenance, any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the OMFED may employ and pay other persons to carry out such works or repair as the Engineer may consider necessary. If the work or repair so done by the OMFED is work, which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the contract, all expenses properly incurred by the OMFED in so doing shall be recoverable from the Contractor by the OMFED, or may become due from the Contractor. Provided always that the Engineer, as the case may be, shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

SPECIAL RISKS

36.0 NO LIABILITY FOR WAR ETC. SUBJECT TO COVERAGE OF INSURANCE:

- 36.1 Notwithstanding anything in the Contract contained:-

The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works, save to work condemned under the provisions of Clause 57 hereof prior to the occurrence of any special risk herein of mentioned, or to property whether of the OMFED or of third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as herein after defined. The OMFED shall indemnify and save harmless the Contractor against and from the same and against and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising there from or in connection there with.

- 36.2 If the works of any material on the site or any other property of the Contractor used or intended to be used for the purposes of the works, shall sustain destruction or damage by the reason of any of the said special risks the Contractor shall be entitled to payment for:

- a) Any permanent work and for any materials so destroyed or damaged and so far as may be required by the engineer ,or as may be necessary for the completion of the works, on the basis of costs plus such profit as the Engineer may certify to be reasonable.
- b) Replacing or making good any such destruction or damage of the works.
- c) Replacing or making good such materials or other property of the contractor used or intended to be used for the purpose of works.

- 36.3 Destruction, damage, injury or loss of life caused by the explosion or impact whenever or wherever occurring of any mine, bomb, shell, grenade or other projectile, missile

munitions or explosive of war, shall be deemed to be a consequence of the said special risks.

- 36.4 The OMFED shall repay the Contractor any increased cost of or incidental to the execution of the work, other than such as may be attributable to the cost of reconstruction work condemned under the provisions of Clause 57 hereof, prior to the occurrence of any special risks, which is however attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause herein after contained in regard to outbreak of war ,but Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.
- 36.5 The special risks are unprecedented flood, earthquake or other convulsion of nature, war, hostilities (whether war be declared or not) invasion, act of foreign enemies, the nuclear and the pressure wave risks described in clause 43 hereof, or in so far as it relates to the country in which the works are being or are to be executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil work or unless solely restricted to the employees of the Contractor or his sub-contractors and arising from the conduct of the works ,riots, commotion or disorder.
- 36.6 If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the works the Contractor shall, until and unless the contract is terminated under the provision of this clause continue to use his best endeavors to complete the execution of the works. Provided always that the OMFED shall be entitled at any time after such outbreak of war to terminate the Contract by giving written notice to the contractor and, upon such notice being given this contract shall, except as to the rights of the parties under this Clause and to the operation of Clause 36.8 hereof, terminate, but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 36.7 If the Contract shall be terminated under the provisions of the last preceding sub-clause the Contractor shall, with all reasonable dispatch, remove from the site all constructional plant and shall give similar facilities to his sub-contractors to do so.
- 36.8 If the contract shall be terminated as aforesaid, the contractor shall be paid by the OMFED, as in so far as much amount or items shall not have already been covered by payments on account made to the contractor for all works executed prior to the date of termination at the rate and prices provided in the contract and in addition:-
- a) The amounts payable in respect of any preliminary terms, so far as the works or service comprised therein has been carried out or performed, and a proper proportion as certified by the engineer of any such items, the work or service comprise in which has been partially carried out or performed.
 - b) The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor, or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the OMFED upon such payments being made by him.

- c) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works in so far as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.
- d) Any additional sum payable under the provision of the clauses 36.1, 36.2& 36.4.
- e) The reasonable cost of removal of construction plant under clause 36.7 and if required by the Contractor returned thereof to the contractor's main plant yard in his country of registration or to any other destination, at no greater cost.
- f) The reasonable costs of repatriation of all the Contractor's staff and workmen employed in or in connection with the works at the time of such termination.

Provided always that against any payment due from the OMFED under the sub-clause, the OMFED shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of constructional plant and materials any other sums which at the date of termination were recoverable by the OMFED from the Contractor under the terms of the contract.

CIVIL WORKS

37.0 INSPECTION OF THE SITE

- 37.1 The contractor shall be deemed to have inspected and examined the site and the surroundings and information available in connection therewith and to have satisfied himself, before submitting his Tender, as to the form and then nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the site and accommodation and he may require and, in general ,shall be deemed to have obtained all necessary information ,subject as above mentioned ,as to risks , contingencies and all other circumstances which may influence or affect his Tender .

38.0 WORK TO BE TO THE SATISFACTION OF ENGINEER

- 38.1 The Contractor shall execute and maintain the Works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the contract or not, touching or concerning the works .The Contractor shall take instructions and directions only from Engineer.

39.0 PROGRAMME TO BE FURNISHED

- 39.1 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.

- 39.2 If at any time it should appear to the Engineer that the actual progress of the Works does not confirm to the approved program referred to in sub-clause 39.1 of this Clause, the Contractor shall produce, at the request of the Engineer, a revised program showing the modifications to the approved programme necessary to ensure completion of the works within the time for completion as defined in Clause 61 hereof.
- 39.3 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.
- 39.4 The programme shall be reviewed every month, revised and shall include a chart of the principal quantities of work forecast for execution monthly and a schedule of payments expected to be made to the Contractor by the OMFED.

40.0 SETTING-OUT

- 40.1 The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer on site and for the correctness, subject as above mentioned of the position, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time, during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor, on being required so to do by the Engineer shall, at his own cost, rectify such error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer in which case the expense of rectifying the same shall be borne by the OMFED. The checking of any setting out or of any line or level by the Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, sight-rails, pegs and other things used in setting-out the works.

41.0 BOREHOLES AND EXPLORATORY EXCAVATION

- 41.1 If, at anytime during the execution of the works the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirements shall be ordered in writing and shall be deemed to be an addition order under the provision of Clause 24 hereof, unless a provisional sum in respect of such anticipated works shall have been included in Schedule of Quantities.

42.0 WATCHING AND LIGHTING

- 42.1 The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer, for the protection of the works, or for the safety and convenience of the public or the others.

43.0 CARE OF WORKS

43.1 From the commencement of the works until the date stated in the certificate of completion for the whole of the works pursuant to clause 22 hereof the Contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a certificate of completion in respect of any part of permanent works the Contractor shall Cease to be liable for the care of that part of the permanent works from the date stated in the certificate of completion and the responsibility for the care of that part shall pass to the OMFED. Provided further that the Contractor shall take the full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the Period of Maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in Clause 43.3, while the Contractor shall be responsible for the care thereof, the Contractor shall at his own cost, repair and make good the same so that at completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provision of the Clause 58 hereof, repair and make good the same as aforesaid at the cost of OMFED. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any any outstanding work or complying with his obligations under Clause 59 or 23 hereof.

43.2 The Contractor shall not demolish, remove or alter the structures, trees or other facilities on the site without the prior approval of the Engineer.

43.3 Excepted Risks

The "excepted risks" are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, or unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works, riot, commotion or disorder, or a cause solely due to the Engineer's design of the Works, or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced Contractor could not foresee, or reasonably make provisions for or insure against all of which are herein collectively referred to as "the excepted risks".

44.0 INSURANCE OF WORKS

44.1 Without limiting his obligation and responsibilities under the clause 43 hereof, the Contractor shall prior to the commencement of the Works insure at its own cost in the joint names of the OMFED and the contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that the OMFED and the Contractor are covered for the period stipulated in clause 43.1 hereof and are also covered during the period of Maintenance for any loss or damage arising from the cause, occurring prior to the

commencement of the Period of Maintenance, and for any loss or damage occasioned by the contractor in the course of any operation carried out by him for the purpose of complying with his obligation under Clauses 59 and 23 hereof:-

- a) The works for the time being executed to the estimated current contract value thereof plus 10% thereon to allow for any additional costs and professional fees resulting from the loss or damage.
- b) The Constructional Plant and other things brought on to the site by the Contractor to the replacement value of such Constructional Plant and other things.
- c) It shall be the responsibility of the Contractor to notify the insurer of any change in nature and extent of the Works and to ensure the adequacy of the insurance cover at all times in accordance with the provisions of the clause.

Such insurance shall be effected with an insurer and the Contractor shall, produce to the Engineer / OMFED the policy or policies of insurance and the receipts for payments of the current premiums.

45.0 DAMAGE TO PERSONS AND PROPERTY

45.1 The Contractor shall, except in and so far as the contract provides otherwise, indemnify the OMFED against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of in consequence of the execution and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to :-

- a) The permanent use or occupation of land by the Works or any part thereof.
- b) The right of OMFED to execute the works or any part thereof on, over, under, in or through any land.
- c) Injuries or damage to persons or property which are the unavoidable result of the execution or maintenance of the Works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Engineer or other Contractors, not being employed by the contractor, or for or in respect of any claims, proceedings, damages, costs, charges, and expenses in respect there of or relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of compensation as may be just and equitable having regard to the extent of the responsibility of the Engineer or other Contractors for the damage or injury.

45.2 The OMFED shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to sub-clause (1) of this Clause.

46.0 THIRD PARTY INSURANCE

- 46.1 Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under clause 45 hereof, shall insure at its own cost against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the OMFED, or to any person, including any employee of the OMFED, or by the arising out of the execution of the Works or in the carrying out of the Contract, otherwise than due to the matters, referred to the provision to Clause 45.1 hereof.
- 46.2 The Contractor shall, produce to the Engineer /OMFED the policy or policies of insurance and the receipts for payment of the current premiums.
- 46.3 The term shall include a provision whereby, the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the OMFED, the insurer will indemnify the OMFED against such claims and any costs, charges and expenses in respect thereof.
- 46.4 Such insurance shall be for an amount not less than Rs.1, 00,000/- per occurrence, with the number of occurrences unlimited.

47.0 ACCIDENT OR INJURY TO WORKMEN

- 47.1 The OMFED shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor. The Contractor shall indemnify and keep indemnified the OMFED against all such damages and compensation, Save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Where any case is instituted against the OMFED, the Contractor shall imp lead himself as a party as if the case has been instituted against the Contractor.
- 47.2 The Contractor shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, produce to the Engineer /OMFED such policy of insurance and the receipt for the payment of the current premium. Provided always that, in respect of any persons employed but any sub-contractor, the Contractor's obligation to insure as said under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the OMFED is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer/OMFED such policy of insurance and receipt for the payment of the current premium.

47.3 Employee State Insurance (ESI) Act.

The Contractor shall accept full and exclusive liabilities for the compliance with all obligations imposed by the ESI Act 1948 , and the contractor shall further defend , indemnify and hold the Owner/OMFED harmless from any liabilities or penalties which may be imposed by the central, state or local authorities by reason of any asserted violation by Contractor or sub-contractor of the ESI Act ,1948 and also from all claims, suits or proceedings that may be brought against the OMFED arising under, growing up

or by reason of the work provided for by this Contract whether brought by the employees of the Contractor, by the third parties, or by central or state govt. authorities or by political sub-division thereof. The Contractor shall fill in with the ESI the declaration form and all other forms which may be required in respect of the Contractor's or sub-contractor's employees and who are employed by for the works provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-contractor and deduct the employee's contribution as per the first schedule of the ESI Act from wages and affix the employees' contribution cards at wages payment intervals. The contractor shall remit and secure that agreement of the sub-contractor to remit, the employees contribution as required by the Act . The Contractor shall maintain all codes and records as required under the Act in respect of the employees and payment and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expense incurred for the contribution and maintaining records shall be to the Contractor's account.

47.4 Provident Fund & Misc. Provision Act

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

48.0 REMEDY ON CONTRACTOR'S FAILURE TO INSURE

- 48.1 If the Contractor shall fail to effect and keep in force the insurance referred to in clauses 44, 46 and 47 hereof, or any other insurance which he may be required to effect under the terms of the Contract, than in any such case the OMFED may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the OMFED as aforesaid from any payment due or which may become due Contractor, or recover the same as debt to the Contractor , or recover the same as a debt due from the Contractor.

49.0 GIVING OF NOTICES AND PAYMENT OF FEES

- 49.1 The Contractor shall give all notices and pay all fees required to be given or paid by any National or State statute, ordinance, or law, or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations 2.38 of all public bodies and companies whose property and rights are affected or may be affected in any way by the Works.
- 49.2 The Contractor shall confirm in all respects with the provisions of any such statute, Ordinance or Law as aforesaid and the regulations or bye –laws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the OMFED indemnified against all penalties and liabilities of every kind for breach of any such statute, Ordinance or Law, regulation or bye-law.

49.3 The OMFED will repay or allow to the Contractor all such sums as the Engineer /OMFED shall certify to have been properly payable and paid by the Contractor in respect of such fees.

50.0 FOSSILS, ETC.

50.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archeological interests discovered on the site of the works shall as between the OMFED and the Contractor be deemed to be the absolute property of the OMFED .The Contractor shall take precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the Engineer of such discovery and carry out the Engineer's orders as to the disposal of the same .

51.0 INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

51.1 All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the convenience of the Public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the OMFED or of any other person .The Contractor shall save harmless and indemnify the OMFED in respect of all claims, proceedings, damages ,costs ,charges and expenses whatsoever arising out of , or in relation to , any such matters in so far as the Contractor is responsible therefore.

52.0 EXTRAORDINARY TRAFFIC

52.1 The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose or use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to Site shall be limited, as far as reasonably possible , and so that no unnecessary damage or injury may be occasioned to such highways and bridges .

52.2 Should it be found necessary for the Contractor to move one or more loads of Constructional Plant, machinery or preconstructed units or parts of units of work over a part of a highway or bridge, the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway or bridge give notice to the concerned authority of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge and obtain approval from the concerned authority at his own cost .He shall keep the Engineer informed of the action taken .

52.3 If during the execution of the Works or at any time thereafter the Contractor shall receive any claim arising out of the execution of the works in respect of damage or injury to the highways or bridges he shall immediately report the same to the Engineer and thereafter shall negotiate and settlement of and pay all sums due in respect of such claim and shall

indemnify the OMFED in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto .

- 52.4 Where the nature of the Works is such as to require the use by the Contractor of water-borne transport the foregoing provisions of this Clause shall be construed the foregoing provisions of this Clause shall be construed as though “highway” included a lock, dock, sea wall or other structure related to a waterway and “vehicle “included craft, and shall have effect accordingly.

53.0 OPPORTUNITIES FOR OTHER CONTRACTORS

- 53.1 The Contractor shall in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other Contractors employed by the OMFED and their workmen and to the workmen of the OMFED and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of any Contract which the OMFED may enter into the connection with or ancillary to the Works .If, however the Contractor shall , on the written request of the Engineer , make available to any such Contractor , or to the OMFED or any such authority , any roads or ways for the maintenance of which the Contractor is reasonable , or permit the use by any such of the Contractors scaffolding or other plant on the site , or provide any other service of whatsoever nature for any such , the OMFED shall pay to the Contractor in respect of such use or service such sum or sums as shall , in the opinion of the Engineer , be reasonable .

54.0 CONTRACTOR TO KEEP SITE CLEAR

- 54.1 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 or Temporary Works no longer required.

55.0 CLEARANCE OF SITE ON COMPLETION

- 55.1 On the completion of the works the Contractor shall clear away and remove from the site all Constructional plant, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmen like condition to the satisfaction of the Engineer.

56.0 EXAMINATIONS OF WORK BEFORE COVERING UP

- 56.1 No Work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed Thereon. The Contractor shall give due notice to the Engineer whenever such work or foundations is or are ready or about to be ready for examination and the Engineer shall, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

56.2 The Contractor shall uncover any part or parts of the Works, or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been put out of view after compliance with the requirement of clause 56.1 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the OMFED, but in any other case all costs shall be borne by the Contractor.

57.0 REMOVAL OF IMPROPER WORK AND MATERIALS

57.1 The Engineer shall during the progress of the Works have power to order from time to time.

- a) The removal from the Site, within such time or times as may be specified in the order of any materials, which, in the opinion of the Engineer, are not in accordance with the Contract.
- b) The substitution of proper and suitable materials and
- c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment thereof of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.

57.2 In case of default on the part of the Contractor in carrying out such order, the OMFED shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the OMFED or may be deducted by the OMFED from any payment due or which may become due to the Contractor.

58.0 SUSPENSION OF WORK

58.1 The Contractor shall, on the order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and shall during such suspension properly protect and secure the work, so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the OMFED unless such suspension is:

- a) Otherwise provided for in the contract,

Or

- b) Necessary by reasons of some default on the part of the Contractor,

Or

- c) Necessary by reason of climatic conditions on the Site,

Or

- d) Necessary for the proper execution of the Works or for the safety of the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the OMFED or from any of the excepted risks defined in Clause 43 hereof.

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Engineer within 15 days of the Engineer's order. The Engineer shall settle and determine such extra payment and/or extension of time under Clause 62 hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the Engineer, be fair and reasonable.

- 58.2 If the progress of the Works or any part thereof is suspended on the written order of the Engineer and if permission to resume work is not given by the Engineer within a period of ninety days from the date of suspension then, unless such suspension is within paragraph (a),(b),(C)or (d) of sub-clause 58.1 of this Clause, the Contractor may serve a written notice on the Engineer requiring permission within 28 days from the receipt thereof to proceed with the works, or that part thereof in regard to which progress is suspended and, if such permission is not granted within the time, the Contractor by further written notice so served may, but is bound to, elect or treat the suspension where it affects only part of the Works as an omission of such part or, where it affects the whole works, as an abandonment of the Contract by the OMFED.

MAINTENANCE AND DEFECTS

(DEFECT LIABILITY)

59.0 DEFINITION OF PERIOD OF MAINTENANCE

- 59.1 In these conditions the expression "Period of Maintenance" shall mean the Period of maintenance of 12 months, calculated from date of the completion of the works, certified by the Engineer in accordance with Clause 22 hereof, or, in the event of more than one certificate having been issued by the Engineer under the said Clause, from the respective dates so certified and in relation to the Period of Maintenance the expression "the works" shall be construed accordingly.
- 59.2 To the intent that the Works shall at or as soon as practicable after the expiry of the Period of Maintenance be delivered to the OMFED in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the contractor shall finish the work, if any, outstanding at the date of completion, as certified under the clause 22 hereof, as soon as practicable after which date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance, or within 15 days after its expiry as a result of an inspection made by or on behalf of the Engineer prior to its expiry.
- 59.3 All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligations, expressed or implied, on the Contractor's part under the Contract.

- 59.4 If the contract shall fail to do any such work as aforesaid required by the Engineer, the OMFED shall be entitled to employ and other persons to carry out the same and if such work is work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the OMFED or may be deducted by the OMFED from any payment due in future or which may become due to the Contractor

60.0 INSPECTION & TESTS

- a. The Owner/OMFED and his representatives shall have full power and authority inspect the works at any time whenever the work is in progress either on the site or at the contractor's premises / workshop wherever situated, Premises/workshop of any person, firm or corporation where 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 or inspection.
- b. No materials shall be removed from 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.
- c. 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 measurements and works .

61.0 OMFED'S INSTRUCTIONS

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

Any additional drawing and clarifications to exhibit or illustrate details.

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

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

Removal from the site of any material brought there by the Contractor which are unacceptable to the OMFED and the substitution of any other material thereof.

Removal and/or re-execution of any work erected by the Contractor, which are unacceptable to the OMFED.

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

Opening up for inspection of any work covered up.

Amending and making good of any defects.

62.0 RIGHTS OF THE OMFED

62.1 Right to direct works:

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

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

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

62.2 Right to order modifications of methods and equipment

If at any time the Contractor's methods, materials or equipment appear to the OMFED to be unsafe, inefficient or inadequate for securing the safety of workmen or the public, the quality of work or the rate of progress required, the OMFED may direct the Contractor to ensure safety, and increase their efficiency and adequacy and the Contractor shall promptly comply with such directives. If at any time the Contractor's working force and equipments are inadequate in the opinion of the OMFED , for securing the necessary

progress as stipulated , the Contractor shall if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion .The absence of such demands from the OMFED shall not relieve the Contractor of Contractor's obligations to secure the quality , the safe conducting of the work and the rate of progress required by the Contract.

The Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of Contractor's methods, materials, working force and the equipments, irrespective of whether or not the Contractor makes any changes as a result of any order or orders received from the OMFED.

62.3 Right to Inspect the Work

The OMFED representative shall be given full assistance in the form of necessary tools , instruments , equipments and qualified operators to facilitate operation .

The OMFED reserves the right to call for the materials used in the erection work.

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

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

63.0 CONTRACTOR'S FUNCTIONS

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

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

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

Night work will be permitted only with prior approval of the OMFED. The OMFED may also direct the Contractor to operate extra shifts over and above normal day shift to ensure completion of contract as per schedule .Adequate lighting whenever required

should be provided by the Contractor at no extra cost. The Contractor should employ qualified electricians and wiremen for these facilities and personnel; the OMFED has the right to arrange such facilities and personnel and to charge the cost thereof to the Contractor.

In order to enable the OMFED to arrange for insurance of all items received at the site including the items of supply covered under this contract, the Contractor shall furnish necessary details of all the equipment immediately on its receipt at site, to the OMFED. Any default on the part of the Contractor due to which any item does not get covered under the insurance to the OMFED; the consequential losses shall be charged to the Contractor.

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

The OMFED shall not be liable for or in respect of any damage or compensation payable in respect or in consequence of any accident or injury to any workman or any other person in the employment of the Contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the OMFED, his agents or servants. The Contractor shall indemnify and keep indemnified the OMFED against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall ensure against all such liability with an insurer approved by the OMFED, which shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works shall, when required, produce to the OMFED or OMFED's representatives such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to ensure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the OMFED is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the OMFED or OMFED's representatives, when required such policy of insurance and the receipt for the payment of the current premium.

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

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

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

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

64.0 DUTIES OF THE CONTRACTOR VIS-À-VIS THE OMFED

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

65.0 SUPPLY OF TOOLS, TACKLES AND MATERIALS

The Contractor shall, at his own expense, provide all the necessary equipment, tools and tackles, haulage power consumables necessary for effective execution and completion of the works.

66.0 PROTECTION OF PLANT

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

The Contractor or his sub-contractor shall be responsible during the works, for the protection of work which has been complete by other Contractors, Necessary care must be taken to see that no damage to the same is caused by the Contractor's men during the course of execution of the work.

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

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

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

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

The Contractor shall take full responsibility for the care of the works or any section or portions thereof until the date stated in the taking over certificate issued in respect thereof and in case damage or loss shall happen to any portion of the works not taken over as

aforesaid , from any cause whatsoever , the same shall be made good and at the sole cost of the Contractor and to the satisfaction of the OMFED .The Contractor shall also be liable for any loss of or damage to the works occasioned by the Contractor or his sub-contractor in the course of any operations carried out by the contractor or his sub-contractor for the purpose of completing any outstanding work or complying with the contractor's obligations.

67.0 TIME FOR COMPLETION

Subject to any requirement in the Contract as to completion of the whole, the whole of the work shall be completed, in accordance with the clause 22 hereof, within time stated in or such extended time as may be allowed under Clause 68 hereof.

68.0 EXTENSION OF TIME OF COMPLETION

68.1 Should the amount of extra or additional work of any kind or any clause of delay referred to in these conditions, or is exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works, the Engineer shall determine the amount of such extension and shall notify the OMFED and the Contractor accordingly . Provided that the Engineer is bound to take into account any extra or additional work or other special circumstances unless the Contractor has within thirty days after the work has been commenced or such circumstances have risen or as soon there after as is practicable, submitted to the Engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

69.0 LIQUIDATED DAMAGES FOR DELAY

69.1 If the Contractor shall fail to achieve completion of the works within the time prescribed in Clause 1.3 of section 1, then the Contractor shall pay to the OMFED the sum at the rate of 0.5% of the contract value as liquidated damages for such default and any such penalty for every week or part of the week which shall elapse between the time prescribed by clause 61 hereof and date of certified completion of the particular works. The OMFED may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the contract. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.

69.2 The aggregate maximum of the liquidated damages payable to the OMFED under this clause shall be subject to a maximum of 10% of the contract value.

69.3 If, before the completion of whole of the works any part or section of the work has been certified by the engineer as completed, pursuant to Clause 22 hereof and occupied by the OMFED, the liquidation damages for delay shall for any period of delay after such certificate be reduced in the proportion which the value of the part or so section so certified bears to the value- of the whole of the works.

69.4 The criteria for deriving the liquidated damage shall be the actual value of works executed and the amended time of completion.

70.0 BONUS FOR EARLY COMPLETION.

70.1 If the Contractor achieves completion prior to the time prescribed by the clause 61 hereof, the OMFED shall pay to the Contractor the sum at the rate of 0.25% of the Contract value as bonus for early completion for every complete week which shall elapse between the date of certificate of completion of works issued in accordance with clause 61 hereof.

70.2 The aggregate maximum of Bonus payable to the Contractor shall be subject to maximum of 5% of the Contract value.

70.3 The criteria for deriving the award for bonus shall be only the actual value of the works done and the attended time of completion.

CERTIFICATE AND PAYMENT

71.0 INTERIM PAYMENT CERTIFICATE

a) The Contractor shall arrange for measurements of permanent work executed, in presence of the Engineer of his Representative & will prepare and submit a bill or shall submit measurement of works executed for the preparation of the bill on computer of OMFED for interim payment in 3 copies to the Engineer, in a form approved by the Engineer. The bill for interim payment shall include the following items, as applicable, which shall be taken into account in the sequence listed:-

i) The estimate Contract value of the Permanent Works executed since the submission of the last bill, obtained by applying the base unit rates and prices in the schedule of Quantities measured by the Engineer pursuant to clause 30;

ii) The estimated Contract value of Permanent Works as obtained above executed upto the previous bill;

iii) The cumulative estimated Contract value at base unit rates and prices of the permanent Works upto the bill in question obtain by adding (i) and (ii);

iv) The cumulative amounts approved in respect of extra items executed upto the bill in question, obtained by applying the rates approved.

(v) Any credit or debit for the period in question in respect of materials on site intended for, but not yet incorporated in, the Permanent Works in the amount and under the conditions set forth in clause 71.2.

vi) Any amount to be deducted on account of the mobilization advance.

vii) Any other sum to which the Contractor may be entitled under the Contract.

viii) Deductions of Income Tax made on the gross amount of each bill as per the provision of the respective Acts.

- ix) Any amount to be deducted on amount of water charges and power supply, if any, pursuant to clause 3.40 & 4.20 of section III, Special Conditions of Contract.
 - x) Any amount to be deducted on account of materials issued to the Contractor pursuant to Clause 5.1 of section III, Special Conditions of Contract.
 - b) Within 15 days of receipt of the said bill for interim payment, it shall be approved or amended by the Engineer such that, in the Engineer's opinion, the certificate reflects the amount due to Contractor in accordance with the Contract. In cases where there is difference in opinion as to the value of an item, the Engineer's view shall prevail.
- 71.1 The Contractor shall be entitled to such sum as the Engineer may consider proper in respect of materials intended for but not yet incorporated in the Permanent Works provided that:
- a) The material is in accordance with the specification for the Permanent Works;
 - b) Such materials have been delivered to the site, and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer;
 - c) The Contractor's records of the requirements, orders, receipts, and the use of materials are kept in the form approved by the Engineer and such records shall be available for inspection by the Engineer.
 - d) The Contractor shall submit with the interim bill the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore ;
 - e) The ownership of such materials shall be deemed to vest in the OMFED; and
 - f) The sum payable for such materials on site shall not exceed 75% of the related exfactory/exwarehouse/exquarry price of the building materials which shall in any case not be more than the material component of the base unit rates in the Schedule of Quantities.

72.0 PAYMENT IN THE EVENT OF FRUSTRATION

- 72.1 If a war or other circumstances outside the control of both parties arises, after the Contract is made so that either party is prevented from fulfilling his Contractual obligation, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the OMFED to the Contractor in respect of the work executed shall be the same as that which would have been payable under clause 36 hereof if the Contract had been terminated under the provisions of clause 36 hereof .

73.0 SETTLEMENT OF DISPUTES

- 73.1 If the Contractor considers any work demanded of him to be outside the requirements of the contract, or considers any drawings, record or ruling of the Engineer on any matter in

connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer in writing, for written instructions of the decision. Thereupon the Engineer shall give his written instructions or decision within a period of 30 days of such requests.

- 73.2 Upon the receipt of the written instructions or decisions the Contractor shall promptly proceed without delay to comply with such instructions or decisions.
- 73.3 If the Engineer fails to give his instructions or decisions in writing within a period of 30 days after being requested, or if the Contractor is dissatisfied by the instructions and decision he shall appeal to the OMFED which shall afford an opportunity to the Contractor heard and to offer an evidence in support of his appeal. The OMFED shall give a decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal.
- 73.4 If the Contractor is dissatisfied with this decision, the Contractor within the period of thirty days from the receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive.

74.0 ARBITRATION

- 74.1 All disputes or differences in respect of which the decision is not final and conclusive shall, on the initiative of either party, be referred to the adjudication by a sole Arbitrator, to be appointed by OMFED. The appointment of sole Arbitrator so made shall be final and conclusive.
- 74.2 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.
- 74.3 The Arbitrator shall be deemed to have entered in the reference on the date he issues notices to both the parties fixing the date of the first hearing.
- 74.4 The Arbitrator may from time to time, with the consent of the parties enlarge the time for making and publishing the award.
- 74.5 The venue of the Arbitration shall be in Bhubaneswar and jurisdiction for any matter/dispute arising out of or concerning or connected with such Arbitration shall be of such courts as exercising jurisdiction over Bhubaneswar only.
- 74.6 The fees, if any, of the Arbitration shall, if required to be paid before the award is made and published, be paid at half by each of the parties. The costs of the reference and the award including the fees, if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix and settle the amount of costs to be so paid.
- 74.7 The award of the Arbitrator shall be final and binding on both the parties.
- 74.8 The Arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory modification thereof for the time being

in force. Performance under the Contract, shall, if reasonably possible, continue during the Arbitration proceedings and the payments due to the Contractor by the OMFED shall not be withheld, unless they are the subjects of the Arbitration proceedings.

- 74.9 Neither party is entitled to bring any fresh claim or dispute to the award after thirty days of expiration of the prescribed limitation period.

75.0NOTICES

- 75.1 All certificates, notices or written orders to be given by the OMFED or by the Engineer to the Contractor under the terms of the Contract shall be in writing or by telegram or telex/cable and confirmed in writing to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.
- 75.2 All notices to be given to the OMFED or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective addresses nominated for that purpose.
- 75.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 75.4 Either party may change a nominated address to another address in the country where the works are being executed by prior written notice to the other party and the Engineer may do so by prior written notice to both parties.

76.0DEFAULT OF OMFED

76.1 In the event of the OMFED:-

- a) Failing to pay to the Contractor the amount due under any certificate of the Engineer within 60 days after the same shall have become due under the terms of the Contract, subject to any deduction that the OMFED is entitled to make Under the Contract, or
 - b) Interfering with or obstructing or refusing any required approval to the issue of any such certificate, or
 - c) Giving to the Contractor a formal notice that for any unforeseen reasons, it is impossible for OMFED to meet its Contractual obligations the Contractor shall be entitled to terminate his employment under the Contract after giving thirty days prior written notice to the OMFED, with a copy to the Engineer.
- 76.2 Upon the expiry of the thirty days notice referred to in clause 76.1, the Contractor shall, notwithstanding the provisions of clause 76.1 hereof, with all reasonable dispatch, remove from the site all constructional plant brought by him thereon.
- 76.3 In the event of such termination the OMFED shall be under the obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of clause 36 hereof, but, in addition to the payments specified in clause 36.8 hereof, the OMFED shall pay to the Contractor the amount of any loss or damage to the

Contractor arising out of or in connection with or by consequence of such termination, as are deemed reasonable and fair.

77.0 TAXATION

- 77.1 The Contractor shall be entirely responsible for all taxes, duties, royalties, EMF & DMF, license fees etc.
- 77.2 The Contractor shall be liable to pay all corporate taxes, income tax and other taxes that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Contractor shall include all such taxes. Wherever the laws and regulations require deduction of such taxes at the source of payment, the OMFED shall effect such deductions from the payment due to the Contractor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the OMFED as per the laws and regulations in force. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor in respect of the Contract. The Contractor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 77.3 The Contractor had to furnish material consumption statement during submission of RA bill. And basis of material consumption OMFED shall deduct the Royalty, EMF & DMF from RA and final billorsubmitthe receipt of such taxes paid.
- 77.4 It is responsibility of the contractor to pay and finalize the service tax if any other tax in respect to the contract extra claim reGENCY service tax civil not paid by OMFED.

78.0 BRIBERY AND COLLUSION

- 78.1 The OMFED shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination if the Contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do any action in relation to obtaining, or in the execution of Contract or any other Contract with the OMFED, or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if the Contractor shall have come in to any agreement with another Contractor(s) whereby an agreed quotation or estimate shall be offered as a bid to the OMFED by one or more Contractors.
- 78.2 In the event of such termination, the Contractor shall:
- a) Proceed as provided in sub clause 36.7 hereof, and

- b) Be paid by the OMFED as provided in sub clause 36.8 hereof, provided that any loss referred herein shall first be deducted.

79.0 TERMINATION OF CONTRACT FOR OMFED'S CONVENIENCE

79.1 The OMFED shall be entitled to terminate this Contract without assigning any reason thereof at any time for its own convenience after giving 60 days prior notice to the Contractor, with a copy to the Engineer.

79.2 In the event of such termination the Contractor:

- a) Shall proceed as provided in sub clause 36.7 hereof, and
- b) Shall be paid by the OMFED as provided in sub clause 36.8 hereof.

80.0 DELAY IN CONTRACTOR'S PERFORMANCE

80.1 An unexcused delay by the Contractor in the performance of his delivery obligations shall render the contractor liable to any or all of the following sanctions: forfeiture of his performance security, imposition of liquidated damages and/or termination of the Contract for default.

80.2 If at any time during the performance of the Contract, the Contractor or his sub-contractor(s) should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the OMFED in writing of the fact of the delay, its likely duration and its cause(s); As soon as practicable after the receipt of the contractor's notice the OMFED shall evaluate the situation and may at his discretion extend the Contractor's notice the OMFED shall evaluate the situation And may at his discretion extend the Contractor's time for performance.

81.0 TERMINATION FOR DEFAULT

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

- (a) If the Contractor fails to complete any or all of the works within the period(s) specified in the Contract, or any extension thereof granted by the OMFED pursuant to Clause 74.0; or
- (b) If the Contractor fails to perform any other obligation(s) under the Contract.

81.2 In the event the OMFED terminates the Contract in whole or part, pursuant to para 75.1, the OMFED may at his own discretion engage another competent contractor or take up the works departmentally to complete such portions of works as may have remain uncompleted, and the Contractor shall be liable to the OMFED for any excess costs for such works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

81.3 Consequent to such termination of Contract, the OMFED shall recover the advance paid, if any, to the contractor along with interest @ 18% per annum compounded quarterly for each quarter or part thereof on the advance paid for the entire period for which the advance was retained by the Contractor.

82.0 FORCE MAJEURE

- 82.1 Notwithstanding the provisions of Clauses 63, 74 & 75 the Contractor shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is the result of an event of Force Majeure.
- 82.2 For any purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the OMFED either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 82.3 If a Force Majeure situation arises, the Contractor shall promptly notify the OMFED in writing of such condition and the cause thereof. Unless otherwise directed by the OMFED in writing, the Contractor shall continue to perform his obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECTION III

SPECIAL CONDITIONS OF CONTRACT

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

2.0 TAXES

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

3.0 ENGINEERS OFFICE ACCOMODATION

The Contractor shall at his own cost provide a temporary office accommodation of size 3M*4M for the Engineer along with toilet facility and shall provide Electrical connection to the same. The structure shall be removed after the completion of the work, by the Contractor, at his own cost.

4.0 STORE

4.1 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.

5.0 WATER FOR CONSTRUCTION AND OTHER USE

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

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

5.3 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.

5.4 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.

6.0 POWER (ELECTRICITY) SUPPLY

- 6.1 Unless otherwise specified the Contractor shall have to make his own arrangements for the 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.
- 6.2 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 removed and the site shall be cleared by the Contractor after the completion of the work at his own cost.

7.0 MATERIALS TO BE ISSUED BY THE OMFED

- 7.1 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 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.
- 7.2 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 to 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.

7.3 Conditions for issue of materials

- i) The required Construction materials is 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 store 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 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.
- 7.4 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.

8.0 TEMPORARY WORKS

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

9.0 NOTICES

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

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

SECTION IV

TECHNICAL SPECIFICATION

Counter Furniture	To be fabricated and installed as per the provided drawings. All materials, dimensions, finishes, and design details must adhere to the specifications in the drawings. (19 mm,16 mm,6 mm plywood , Sun mica, Hardware, For Door 32 mm plywood use)
Counter Storage Rack	To be fabricated and installed as per the provided drawings. Storage racks must be functional, durable, and aligned with the overall design and specifications in the drawings. (19 mm,16 mm plywood, Sun mica, Hardware). Exposed Corrain Table Top ,It is made in sizes, lengths, and other specifications to fit the demands of OMFED. The table top's minimalist design is complemented by a smooth finish that creates an attractive focal point for any room.
LED Log	To be designed and installed as per the provided drawings. The LED log should accurately represent the logo, with appropriate size, brightness, and color as per the design specifications
Dining Counter Work	To be constructed and installed as per the provided drawings. The design and materials must be consistent with the dining area requirements outlined in the drawings. (19 mm,16 mm plywood, Sun mica, Hardware) Exposed Corrain Table Top ,It is made in sizes, lengths, and other specifications to fit the demands of OMFED. The table top's minimalist design is complemented by a smooth finish that creates an attractive focal point for any room.
Table and Chair	To be designed and constructed as per the drawings For table (19 mm,16 mm plywood, Sun mica, Hardware) Exposed Corrain Table Top ,It is made in sizes, lengths, and other specifications to fit the demands of OMFED. The table top's minimalist design is complemented by a smooth finish that creates an attractive focal point for any room.
Steel Structure Frame for both Counter and Dining Area	The steel structure for the dining and counter area will be constructed using 40 x 40 x 2.6 mm mild steel (MS) tubes, ensuring durability and support for the overall design and load requirements. (MSP/Reliable/Nezone/Apollo/Hi-tech/JSW/Equivalent)
Modular Switches	Modular switches to be installed as per the provided electrical drawings. The brand and model of switches should conform to the specifications in the drawings (PolyCab/Anchor/Legrand/Greatwhite/Equivalent)
MCB with Box	Miniature Circuit Breaker (MCB) with protective box to be installed as per the electrical layout provided in the drawings. The MCB and box should comply with the safety and design standards mentioned in the drawings (PolyCab/Anchor/Legrand//Equivalent)
LED Strips	LED strips to be installed as per the lighting specifications in the provided drawings. The strips should be of high quality, energy-efficient, and suitable for the intended application
LED Spot Lights	The installation of 20 LED spotlights will be provided for the counter and dining area, as per the drawings, ensuring appropriate lighting(Orient/polycab/anchor/bajaj)
GI Decorative Pergola in Dining Area	A galvanized iron (GI) decorative pergola shall be installed in the dining area as per the provided design. Size of tube 50 x 50 x 2 mm The pergola should be structurally sound, aesthetically designed, and finished according to the drawings.

Section V
FORM OF BID

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

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

Description of works: Installation of Prefabricated Kiosk Milk Parlor along with Architectural Design, Interior Design, Internal Furnishing, Internal Electrification work at Babasaheb Bhim Rao Ambedkar Bus Terminal, Bhubaneswar Dist. Khurda.

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 construct civil foundation for Dairy equipment to be installed, commissioned at different dairies of OMFED 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 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.

SECTION-VI

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

5.0 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.

6.0 ROLLING MARGIN

6.1 Procedure for testing & recording of steel issued random sample, minimum 3 samples per consignment of 10 MT or less shall be taker and the average of these tests shall be taken as governing coefficient for a consignment.

6.2 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.

- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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

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

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

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

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

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

SECTIONVII
FORMOFAGREEMENT
ONNON-JUDICIAL STAMP PAPEROFRS. 100/-

THIS AGREEMENT is made and executed on the day of -----19 ----- between the Orissa State Co-operative Milk Producers' Federation Limited having its registered office at D-2 Saheed Nagar, bhubaneswar-751007, ORISSA (herein after referred to as OMFED which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the OMFED) of the ONE PART and -----(herein after referred to as the contractor, which expression ,shall , unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the Contractor) of the OTHER PART.

WHEREAS THE OMFED is desirous that certain works should be-----and has, by letter of acceptance dated-----accepted a bid by the contractor for the execution, completion and maintence of such works, NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1.0 In this agreement, words and expressions shall have the same meanings are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as a part agreement, viz
 - I) this form of agreement
 - ii) The notification of award
 - iii) Drawings
 - iii) The said bid
 - iv) The technical specifications
 - v) The schedule of quantities
 - VI) The schedule of supplementary information
 - vii) Special conditions of contract
 - vii) General conditions of contract
 - ix) Schedule of materials to be issued by owner
 - x) Form of bank guarantees
- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in the case of ambiguities and discrepancies shall take precedence in the order set out above.
- 4.0 In the consideration of the payment to be made by the OMFED to the contractor as hereinafter mentioned, the contractor hereby covenants with the OMFED to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.

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

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the month and ear first above written.

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

Authorised signatory

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

In the presence of :

WITNESS:

1) Signature

Name

Address

2) Signature

Name

Address

signed, sealed and delivered for and on behalf of the within named contractor , the other part.

CONTRACTOR

In the presence of

WITNESS

1. Signature

Name

Address

2. Signature

Name

Address

SECTION VIII

SCHEDULE OF SUPPLEMENTARY INFORMATION

The bidder shall provide the supplementary information as annexed in the form of schedule mentioned hereunder. All this supplementary information shall be considered for the bid evaluation and same in the contract execution.

- | | |
|--------------|---|
| Schedule I | major items of constructional plant to be deployed by the bidder. |
| Schedule II | key personnel |
| Schedule III | major works successfully completed during the last five years. |
| Schedule IV | statement of arbitration & disputes in the last five years. |
| Schedule v | financial and capability |
| Schedule VI | works in hand. |

SCHEDULE - I

Major items of constructional plant to be deployed by the bidder.

Sr.no	description of Equipment	No.s available with the bidder In working Condition.	no.s proposed to be deployed At site.
1.	Concrete mixers		
2.	Vibrators		
	a) Needle type		
	b) Surface type		
3.	Weight batcher		
4.	Concrete cube Testing equipment		
5.	Steel scaffolding		
6.	Shuttering material		
7.	Water pumps		
8.	Air compressors		
9.	Welding equipments		
10.	Elevators		

SCHEDULE II

KEY PERSONNEL

Sr.no.	personnel	No. of persons	
		Employed With the Bidder.	to be deployed for the project
<hr/>			
1.	Technical personnel		
	a) Senior engineer		
	b) Site engineer (Degree holder)		
	c) Junior engineer (Degree holder)		
2.	Supervisory personnel		
	a) supervisor (Diploma holder)		
	b) Foremen		
	c) Technicians		
3.	Other key staff.		

SCHEDULE III

Major works successfully completed during the past five years:

Sr.no	Name of Work	Place	Contract reference	Name of Client	Value of works	Time of Completion	Date of completion
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SCHEDULE IV

Statement of Arbitration & Disputes in the last five years.

Sr.no.	Name of Work	Place	Contract reference	Name of Client	value of work	Nature of Dispute	Award of Arbitration
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SCHEDULE V

Financial and Business Capabilities

1. Audited annual accounts/ accounts audited under section 44AB of Income Tax Act of past 3 years:
2. Where accounts are not required to be audited following information shall be given for last three years duly attested by a chartered Accountant/Manager of nationalized bank.
 - a. share capital
 - Free reserves
 - Other reserves
 - b. term loans from financial institutions and Banks.
 - c. Current liabilities
 - Bank cash credits
 - Others (including sundry creditors)
 - d. Provisions
 - e. Contingent liabilities including claims not acknowledged.
 - f. Fixed assets
 - Gross
 - Net
 - g. Cash and bank balances
 - h. Inventories
 - i. Debtors & Advances considered good more than 6 month.
 - Less than six months
 - j. Profit before tax.
 - k. Loss, if any
3. Other information

Name of the Bankers

Bank facilities including credit limits

4. Projected turn over for the next two years

Year 1

Year 2

SCHEDULE VI

WORKS IN HAND

S.no	Name of Work	Contract reference	Name of Client	Place of Contract	Value of Contract	Completion period date
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SECTION-IX

ACCEPTABLE FORMS OF BANK GUARANTEES
PROFORMA OF BANK GUARANTEE FOR BID SECURITY
ON NON-JUDICIAL STAMP PAPER OF RS. 100/-

Bank guarantee no.

Date:

This deed of guarantee made this ----- day of 200__ (Two thousand and-----
-----) by ----- (name and
the address of the bank), hereinafter referred to as the bank, which shall unless repugnant
to the context or the meaning thereof includes its legal representatives, successors and
assigns and the ORISSA STATE CO-OP. MILK PRODUCERS' OFEDN. LIMITED
(hereinafter referred to as the OMFED) which expression shall unless repugnant to the
context or meaning thereof include its legal representative, successors or assigns.

Whereas the OMFED has invites bids for -----

----- by the tender 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 deposits to the OMFED an amount indicated in the tender as
per the terms and the conditions of 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 the 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 defence 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 considered 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 without raising any disputes regarding the reasons for such failure on the part of the bidder.

The bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the OMFED with or without the consent of the bank or any alterations in the 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 an 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 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:

- 1) Bidders should ensure that the seal and code no. of signatory is put by the bankers, before submission of the bank guarantees.
- 2) The contractor should ensure that a letter of confirmation is sent by the bank to OMFED directly mentioning the guarantee no. and Date of Issue.

PROFORMA OF BANK GURANATEE FOR PERFORMANCE SECURITY
On Non-judicial stamp paper of Rs. 100/-

Bank guarantee no.

Date:

This deed of guarantee made this ----- day of 200--- (Two thousand and -----
-----) by (name and the address of the bank), hereinafter referred to as the bank,
which shall unless repugnant to the context or the meaning thereof includes its legal
representatives, successors and assigns and the ORISSA STATE CO -OP. MILK
PRODUCERS' FEDN. LIMITED (hereinafter referred to as the OMFED) which
expression shall unless repugnant to the context or meaning thereof include its legal
representative, successors or assigns.

Where as the ORISSA STATE CO.OP MILK PRODUCERS' FEND- LIMITED has awarded a
contract bearing no -----on
M/S -----

----- (name and the address of the party), hereinafter referred
to as the contractor, for the execution, completion and the maintenance of -----

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

In consideration of the OMFED having agreed to award the contract on the contractor on
the contractor, we -----
----- (the bank), do hereby guarantee, undertake promise and agree with the OMFED its
legal representatives, successors and assigns that the within named (the name of the
contractor) their legal representatives and 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 the
manner therein provided do all obligations there under and we further undertake and
guarantee to make payment to the OMFED a sum of Rs.----- (rupees -----
-----only) being 5% of the
contract

Value, in case the contractor, their legal representatives and assignees donot faithfully
performed and fulfill everything within the bidding documents or fulfilled, at the time
and in the manner therein provided and donot 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 5% 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 5 % of the contract value , being the amount due and merely on a demand from the 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 bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (rupees-----only) being the amount equal to 5% 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) which ever 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 -----we shall be discharged from all liabilities under this performance hereafter.

we, the bank, further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of the bidding document and the contract or to extend the time of performance by the said contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the OMFED against the contractor and to forbear or enforce any of the terms any of the terms and conditions relating to the said bidding documents and the contract and we shall not be relieved from our 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 thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereof after 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 to enforce or assign any security or instruction.

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 has been delivered to the bank.

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

we,-----, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the omfed in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs.-----
------(rupees-----).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 OMFED under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE

PLACE

SEAL

DATE

CODE NO.

NOTE:

- 1) The contractor should ensure that the seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees.
- 2) The contractor should ensure that a letter of confirmation is sent by the bank to OMFED directly, mentioning the guarantee No. and date of Issue.

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:

DECLARATION

Dear Sir,

I / WE DECLARE THAT I / WE hereby declare that I/We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

(Full Signature of the Contractor)

Date :

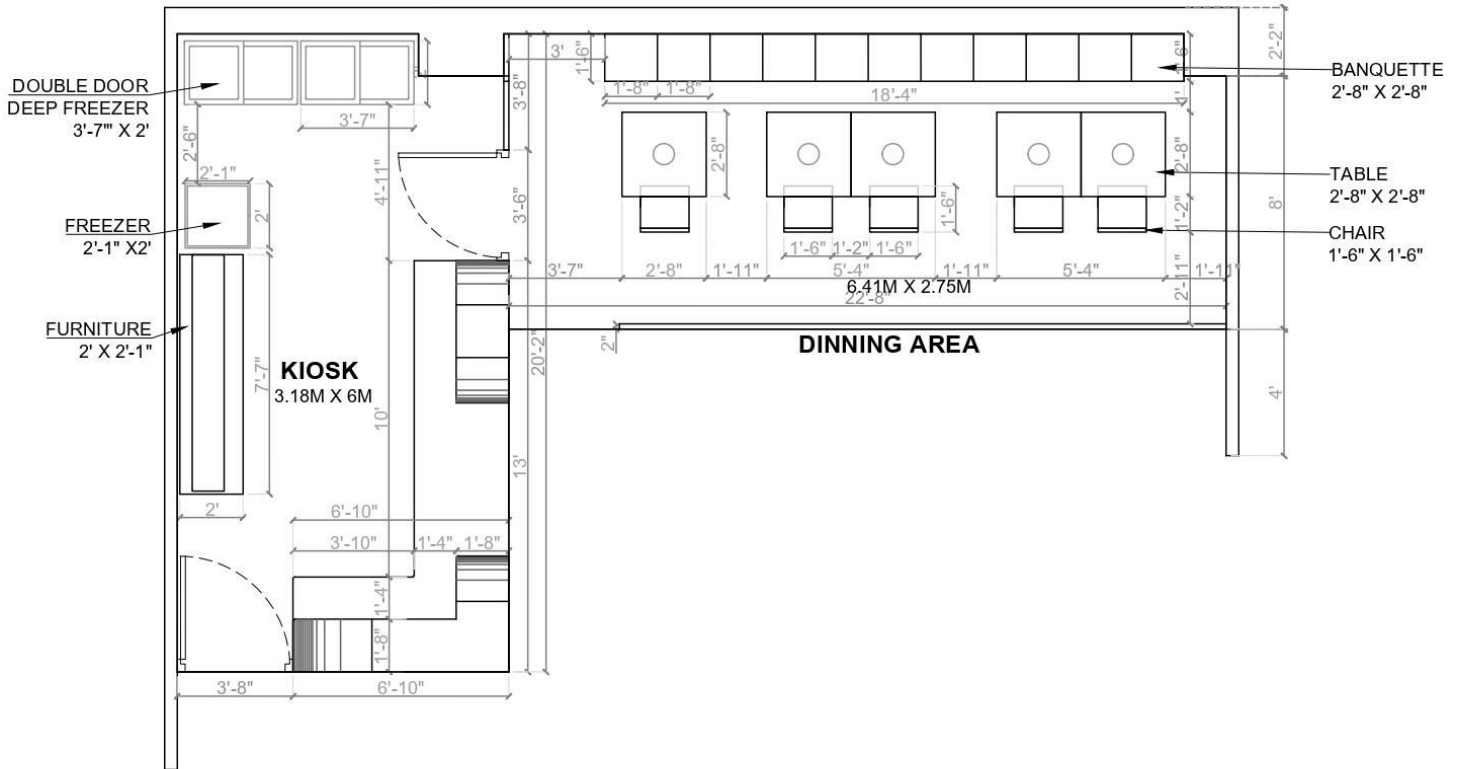
Address for Correspondence:

SECTION X

POINTS BIDDERS SHOULD BEAR IN MIND

1. Bids are invited in accordance with tender procedures.
2. Bids containing deviations from bidding documents terms and other requirements may be rejected.
3. Bids not accompanied by bid security (earnest money deposits) shall be summarily rejected.
4. Non-compliance with even a minor requirement should be specifically stated by the bidders.
5. Bidders should furnish their complete address for the purpose of further correspondence pertaining to bidding document.
6. Corrections in the bid should be noted over and initialed at the place of corrections.
7. Negligence of the bidder in preparing bid confers no right to withdraw the bid after it was opened.
8. Specifications, conditions, and schedule of bidding document constitute an integral part of the bid.
9. All the bids, along with enclosures drawings and technical literature, should be in English only.
10. All the bidders should submit qualification application in the given formats with required documentation
11. Bids should be kept valid for acceptance for a period of 120 days from the days bids are opened.
12. The bidding documents shall be governed any interpreted according to the laws of the union of India.
13. All bidders are urged to submit promptly written requests on matter where Clarifications or additional information are desired, not later than thirty days before Bids are due for opening. No extension in due date of submission of bids will be Allowed on this ground.
14. All the bidders should quote for the items as per the specifications and details given in this bidding document only.
15. Managing Director, Orissa State Co-op. Milk producers' Fedn. Ltd. reserves the right to accept or reject any or bids without any explanation to bidders.

**SECTION-XI
DRAWINGS**



FURNITURE LAYOUT PLAN

AREA - 418 SQ.FT.

Counter Furniture



Omfed LED LOGO



OMFED PRODUCT COUNTER



OMFED PRODUCT STORAGE COUNTER



OMFED DINING COUNTER



Chair & Table



Hanging Light

