


**E-TENDER DOCUMENT FOR
CONSTRUCTION OF TOILET FOR DRIVERS OF TRANSPORT VEHICLE AT
OMFED DAIRY , ARILO.**



**THE ODISHASTATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
D-2, SAHID NAGAR.BHUBANESWAR**

DECEMBER-2024

NEWS PAPER NOTICE

	<p>The Orissa State Cooperative, Milk Producers' Federation Ltd. D-2, SAHID NAGAR, BHUBANESWAR-751 007. Ph No- 2546030/2540273/2540417, Fax No (0674)2540974</p>
<p style="text-align: center;"><u>E-TENDER FOR TOILET BLOCK AT OMFED DAIRY, ARILO</u></p> <p>OMFED invites Techno-Commercial tenders from experienced civil contractors for execution of the</p> <p style="text-align: center;">“CONSTRUCTION OF TOILET FOR DRIVERS OF TRANSPORT VEHICLE AT OMFED DAIRY , ARILO.”</p> <p>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 09/12/2024 to 2.00 PM of 30/12/2024 for bidding. Tender cost of Rs.2000/-+18%-GST along with E.M.D. shall be deposited through online portal at https://tendersodisha.gov.in The technical Bid shall be opened at 03.00 PM on 30/12/24 at the OMFED Corporate Office in the presence of the interested bidders.</p> <p>Management reserves the right to accept or reject any or all the bid documents or part thereof without assigning any reason.</p> <p style="text-align: right;">Sd/- Managing Director</p>	

e-Procurement Notice for Construction of TOILET BLOCK FOR DRIVERS AT OMFED DAIRY.

Bid Identification No. PROJ/247/D.T.B/24/

1. OMFED invites Techno-Commercial tenders from experienced civil contractors for execution of the “**CONSTRUCTION OF TOILET FOR DRIVERS OF TRANSPORT VEHICLE AT OMFED DAIRY , ARILO**”. e- Tender is invited online 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 are required to submit bids for the following items.

Name of work	Estimated Cost (Rs)	Availability of Tender for online bidding only at https://tendersodisha.gov.in		Date of opening	Period of Completion
		From	To		
CONSTRUCTION OF TOILET FOR DRIVERS OF TRANSPORT VEHICLE AT OMFED DAIRY , ARILO	Rs. 5,06,500/-	09.12.24 on 10.00A.M	30.12.24 on 02.00P.M	30.12.2024 on 03.00 P.M	03 (Three) month

3. Cost of Tender Paper Rs 2360/- inclusive of GST 18% & EMD as specified in (Technical Bid Part-I) deposit through online portal at <https://tendersodisha.gov.in>.

4. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents are available on Portal: <https://tendersodisha.gov.in>. The corrigendum/amendment to this notice if required shall be published only in the OMFED web site <https://www.omfed.com> and will not be published again in the newspaper.

5. The **Bid documents will be available** on the website: <https://tendersodisha.gov.in> from **10.00 AM of 09.12.2024 to 02.00 PM of 30.12.2024** for online bidding.

6. 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 09.12.2024 to 02.00 PM of 30.12.2024**.

7. Non submission of tender cost of bid document and EMD within the period shall debar the party from participating in the online bidding system and his portal registration shall be cancelled.

8. Bids shall be received only “online” on or before **02.00 PM of 30.12.2024**.

9. **Technical Bids received online shall be opened on 30.12.2024 at 03.00 P.M.** in 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.
10. The bids of the technically qualified bidders will be opened for evaluation of the price bid.
11. Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD.
12. OMFED in its own interest may opt for any other procurement mode/system simultaneously along with this e-Tender process if required without assigning any reason thereof.
13. The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.
14. OMFED reserves the right to increase or decrease the quantity of the tendered items as per the requirement of the Federation.
15. Legal disputes if any concerning of supplied product subject to Jurisdiction of such court as exercising civil jurisdiction of Bhubaneswar only.

**Sd/-
Managing Director
OMFED**

CHECKLIST MUST BE ENSURED BY THE BIDDER

SI no.	Particulars	Whether furnished		Reference to page no.
		Yes	No.	
1.	Additional performance security in case the bid price/rate is less than the estimated cost put to tender.			Page-16
2.	Copy of Registration Certificate if any			Page-6
3.	Copy of valid GST Certificate			Page-6
4.	Copy of 3B GST return for last 3 months			Page-6
5.	Copy of Pan Card			Page-6
6.	Copy of Balance sheet, profit & loss for last three financial years. (2021-22, 2022-23, 2023-24)			Page-6
7.	Income tax return for last three financial years (2021-22, 2022-23, 2023-24)			Page-6
8.	Works experience: List of projects under execution/executed that are similar in nature to the work during the past three years.			Page-6
9.	Annual Sales average turn over should not to be less than 10 lakhs during the financial year (2021-22, 2022-23, 2023-24)			Page-6
10.	E-mail Id & Contact no.			Page-6

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SECTION I
INSTRUCTION TO BIDDER

GENERAL INFORMATION

1.1 NAME OF WORK

CONSTRUCTION OF TOILET FOR DRIVERS OF TRANSPORT VEHICLE AT OMFED DAIRY , ARILO.

1.2 LOCATION AND AREA

OMFED DAIRY, ARILO-GOVINDPUR MOUZA, BARANG THASIL, Dist. CUTTACK

(I) NEAREST RAILWAY STATION - Naraj

(II) NEAREST AIRPORT - BHUBANESWAR

1.3.1 PERIOD OF COMPLETION

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

1.3.2 IMPORTANT NOTE

The work shall be carried out in plant premises. The contractor has to take care that the normal activities of the office are not hampered in any way due to the construction works being done by the contractor.

Any circular/office order issued earlier by this federation will not have any binding effect if otherwise not stated in this tender document.

2.0 Documents comprising the Bid/Eligible Criteria:

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

- a) The original bidding document purchased by bidder, signed & stamped in each page as a token of having read & understood the contents therein.
- b) Copy of firm Registration Certificate of company if any.
- c) Copies of GST Certificates, Pan & Registration certificate valid till the end of bid validity period.
- d) Details of experience and past performance of the bidder of works of similar nature within the past three years along with copies of completion Certificate.
- e) Details of current works in hand and other contractual commitments, along with copies of work orders.
- f) Copy of Balance sheet, Profit & loss statement for last three financial years i.e (2021-22, 2022-23, 2023-24)
- g) Income tax return for last three financial years (2021-22, 2022-23, 2023-24)
- h) Copy of 3B GST return for last three months from the opening of the tender.
- i) Bid Security (Earnest Money Deposit) furnished in accordance with clause –3.
- j) Annual Sales average turn over should not be less than 10 lakhs during the financial year (2021-22, 2022-23, 2023-24)**

3.0 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.

~~3.1 The bidders shall seal the tender documents duly marking the envelopes as Name of the work with Address.~~

~~3.2.1 The envelope shall:~~

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

~~(b) Be addressed to OMFED at the following address:~~

~~Odisha State Cooperative Milk Producers 'Federation limited, D-2, sahid nagar, Bhubaneswar-751007, Orissa.~~

~~(c) Bear the name of the work, bid reference, and the date of opening as mentioned in tender notice.~~

~~3.3 The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late"~~

~~3.4 If envelope is not sealed and marked as required by Para. 4.2, the OMFED will assume no responsibility for the bid's misplacement or premature opening. A bid opened prematurely for this cause will be rejected by OMFED and returned to the bidder.~~

~~3.5 Mail, Fax facsimile and incomplete bids shall be summarily rejected.~~

4.0 Deadline for submission of bids.

The tender is invited on-line through 'e'-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. **up to 2.00 PM of 30.12.2024.**

~~4.1 Tender Document may be either submitted in person or may be sent by registered post with acknowledgement due, so as to reach within stipulated date and time as mentioned in tender notice / cover page.~~

~~4.2 Tender Document must be received by the OMFED at the address specified under para. 4.3 not later than the time and date specified for receipt of the bids as indicated in the Tender Notice, or as extended by OMFED.~~

~~4.3 The OMFED may, at its discretion, extend this deadline for the submission of bids above, in which case all rights and obligations of the OMFED and bidders previously subject to the deadline will thereafter be subject to the new deadline as extended.~~

~~4.4 The Federation will not be liable for any postal delay in delivering the tender when the tenders are sent by post.~~

5.0 Late bids

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

6.0 Opening of Bids by OMFED

The tender is invited on-line through 'e'-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. **up to 3.00 PM of 30.12.2024.**

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

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

6.3 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. The OMFED will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

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

7.0 Bid Validity :

- i) The tender should be kept valid for a period of 120 days from the date of opening.
- ii) The rates ordered by OMFED and accepted by the contractor shall be firm till all the obligations of the contractor, under the contract, are fulfilled to the satisfaction of OMFED.
- iii) Each page of the tender document shall be signed by the bidder as a token of having read and understood the clauses of the tender, specifications & requirements of work etc.

8.0 Site visit

The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a Contract. The costs of visiting the sites shall be at bidder's own expense.

9.0 The contractor should take all steps to prevent loss, damage or accident to men & materials, structural, decorative properties, adjoining buildings etc. The contractor shall be responsible for making good any such damages, as may occur due to negligence on his part or due to negligence of his workmen, at his own cost and risk.

Similarly, the contractor will be solely responsible for any loss or damage to his men & materials arising out of any reason during execution of this work. He shall abide by and comply to all labour laws & rules, as applicable, and OMFED shall not be held responsible for this in any manner.

10.0 The contractor shall submit to the OMFED, if asked for, copies of the license under the Contract labor act, obtained by the Contractor and Provident fund registration number under which the statutory deposits are made by the contractor.

11.0 The quoted rate shall include cost of all materials, labour, scaffolding, supervision, tool and plants, mobilization of resources, fuel, lubricants, fixtures, transport, taxes, royalties, octroi and other local taxes or levies if any etc., and such other costs, as are not specifically mentioned herein but will be required for the satisfactory and timely execution of the work.

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

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

12.0 Quantities

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

13.0 Method of Measurement

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

14.0 Variations

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

- a) Increase or decrease the quantity of any work included in the Contract,
- b) Omit any such work,
- c) change the character or quality or kind of any such work,
- d) Change the levels, lines, position and dimensions of any part of the Works,

and

- e) Execute additional work of any kind necessary for the completion of the Works,
- f) Change any specified sequence, method or timing of construction of any part of the works,

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

14.2 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.

15.0 Valuation of Variations

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

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

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

16.PERFORMANCE SECURITY DEPOSIT:

- a) A sum of 5% (Five Percent) of the value of work shall be deposited by the successful bidder as security deposit within 15 days.
- b) The Performance Security Deposit can be refunded on submission of a bank guarantee of equivalent amount issued by a Nationalized Indian Bank, valid for 15 months from the date of completion (i.e. 3 months after the Period of Maintenance). The bank guarantee shall be strictly as per the proforma, provided in this tender document. Such bank guarantee shall be released by Omfed after the Period of Maintenance, if all the obligations of the contractor, under the contract have been fulfilled to the satisfaction of OMFED.

- c) The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract.
- d) The entire security deposit shall be refunded not later than 06(six) months from the date of completion of work, if all the obligations of the contractor under the contract has been fulfilled.
- e) No interest is payable by OMFED on the performance security deposit mentioned above.

17.0 Sufficiency of Tender

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

18.0 Inspection of Works

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

18.2 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.

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

19.0 Issue of Work Order :

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

20.0 Commencement of Works

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

21.0 Programme to be furnished

21.1 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.

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

21.3 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.

22.0 PAYMENTS:

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

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

23.0 Definition of Period of Maintenance

23.1 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 26 of tender document. The contractor shall execute, to the entire satisfaction of OMFED, all such work of repair, amendment, reconstruction, rectification and making good

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

24.0 Contractor to Keep Site Clear

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

25.0 Clearance of Site on Completion

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

26.0 Certification of Completion of Works

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

27. PENALTY:

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

28. RESOLUTION OF DISPUTES:

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

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

29.0 OMFED's right to accept any bid or reject any or all bids

The OMFED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OMFED's action.

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, Bhubaneswar 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. Statutory Provisions of ESI & EPF for resource engaged:

a. The vendor must abide by all applicable rules, laws & regulations that may be in force from time to time and shall be responsible for conduct of resource persons as an immediate Employer. Further, the vendor shall ensure compliance of all permissions under Act & Regulations of ESI & EPF Scheme. Vender should submit the relevant records & registers towards contribution made for ESI & EPF in respect of the resource persons engaged as when required by the concerned Statutory Authorities. If the vendor defaults in any manner to comply with the provisions of ESI & EPF Act & Scheme made there under including all other applicable Laws & Regulations, the vendor shall be solely responsible for the same and shall be liable to pay any fine/penalty/damage/interest imposed by the authorities. In case of default by the vendor the notional amount towards fine/penalty/damage/interest likely to be imposed by the concerned Statutory Authorities shall be deducted from the running Bill/Security Deposit/Performance Guarantee and kept separately till finalization of the matter. No interest shall be paid on such amount.

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

b. 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.

32.0 Notices:

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

Section II

SPECIAL CONDITIONS OF CONTRACT

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

1. COST OF BIDDING:

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

2.0 TAXES

- (i) The rate shall include, GST, royalty, Labour cess, local (authority) taxes which is to be deposited by the contractor.
- (ii) TDS under Income Tax and TDS under GST shall be deducted as per the rule.
- (iii) All the payment are subject to deduction of statutory dues as applicable.

3.0 Store

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

4.0 Water/Electric For Construction and Other Use

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

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

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

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

5.0 Temporary Works

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

SECTION III

MATERIAL TO BE SUPPLIED BY THE BIDDER

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

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

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

1.0 Wastage

a) Cement

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

b) Mild or Tor steel

Maximum wastage permitted will be 5% of the theoretical consumption. If the wastage is more than 5% of the steel billed for, then the excess wastage above 5% limit shall be recovered at an enhanced rate of 2 times the issue rate or double the prevailing market rate if the material is issued free of charge.

2.0 ROLLING MARGIN

2.1 Procedure for testing & recording of steel issued random sample,

minimum 3 samples per consignment of 10 MT or less shall be taken and the average of these tests shall be taken as governing coefficient for a consignment.

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

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

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

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

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

The above calculation shall be done for each individual lot separately , subject to the clause 2.4 & 2.5 hereof and the total for all such lots, where there is more than 2.5% variation in rolling weight, shall be considered.

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

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:

FORM OF AGREEMENT
ON NON-JUDICIAL STAMP PAPER OF RS. 100/-

THIS AGREEMENT is made and executed on the day of -----19 -----
----- between the Odisha State Co-operative Milk Producers' Federation
Limited having its registered office at D-2 Saheed Nagar, bhubaneswar-
751007, ODISHA(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 maintenance 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) The said bid
 - iv) The technical specifications
 - v) The schedule of quantities
 - 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 Authorized Signatory.

Authorized signatory

Odisha 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

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
.....(.....
-----) 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
ODISHASTATE 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 have 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 be 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 any such securities or fund or assets that the OMFED at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due 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 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

PLEASE VISIT <https://tendersodisha.gov.in> SITE FOR PARTICIPATE IN THE TENDER.