



e-TENDER DOCUMENT
FOR
SUPPLY, FIXING OF CABLE, PANEL BOARD & ACCESSORIES
AT THE STATE CENTRAL LABORATORY,
AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK



THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
D-2, SAHID NAGAR
BHUBANESWAR -751007

FEBRUARY - 2025

Cost Rs. – 6000/- + 18% GST

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

TELEPHONES :(0674)-2546121,2544576,2540417,2546030,2540273

FAX: 0674-506974 EMAIL: [omfed @ yahoo.com](mailto:omfed@yahoo.com) / web site:www.omfed.com

TENDER FOR

**SUPPLY, FIXING OF CABLE, PANEL BOARD & ACCESSORIES AT THE
STATE CENTRAL LABORATORY, AT OMFED DAIRY, ARILO-GOVINDPUR,
BARANG, CUTTACK.**

NAME OF WORK : SUPPLY, FIXING OF CABLE, PANEL
BOARD & ACCESSORIES AT THE
STATE CENTRAL LABORATORY, AT
OMFED DAIRY, ARILO-GOVINDPUR,
BARANG, CUTTACK

LOCATION OF SITE : OMFED DAIRY, ARILO-GOVINDPUR

TENDER REFERNCE : Proj/238/StatelabElect/25

START DATE & TIME FOR : 31.01.2025 AT 1000 Hrs
ONLINE BIDDING

END DATE & TIME FOR : 17.02.2025 UPTO 1400 Hrs
ONLINE BIDDING

DATE AND TIME FOR : 10.02.2025 AT 1500 Hrs
PRE-BID MEETING

DATE AND TIME OF OPENING : 18.02.2025 AT 1500 Hrs
OF BIDS

PLACE OF OPENING OF BIDS : OFFICE OF THE ORISSA STATE
CO-OP.MILK PRODUCERS FED. LTD.
D-2, SAHEED NAGAR,
BHUBANESWAR, ORISSA.

ADDRESS FOR COMMUNICATION: THE ORISSA STATE CO- OP. MILK
PRODUCERS' FEDERATION LTD.,
D-2, SAHEEDNAGAR,
BHUBANESWAR-751007
ORISSA, INDIA.

TABLE OF CONTENTS

SECTION	SUBJECT	PAGE
0	TENDER NOTICE	4
I	INSTRUCTIONS TO BIDDERS	5
II	GENERAL CONDITIONS OF CONTRACT	17
III	SPECIAL CONDITIONS OF CONTRACT	55
IV	TECHNICAL SPECIFICATIONS)	59
V	COMMERCIAL BID	73
VI	FORM OF BID	74
VII	SCHEDULES OF SUPPLEMENTARY INFORMATION	76
VII	SCHEDULE – I	77
VII	SCHEDULE – II	78
VII	SCHEDULE – III	79
VII	SCHEDULE – IV	80
VII	SCHEDULE – V	81
VII	SCHEDULE –VI	82
VII	SCHEDULE – VII	83
VII	SCHEDULE – VIII	85
VIII	FORM OF AGREEMENT	86
IX	ACCEPTABLE FORM OF BANK GUARANTEES	88



www.omfed.com

The Orissa State Cooperative Milk Producers' Federation Ltd.

D-2, SAHID NAGAR, BHUBANESWAR-751 007.

Ph No- (0674) 2546030/2540273/2540417,

Fax No (0674) 2540974

TENDER NOTICE

OMFED invites sealed offer from eligible HT / MV licensed Electrical Contractor for **SUPPLY, FIXING OF CABLE, PANEL BOARD & ACCESSORIES AT THE STATE CENTRAL LABORATORY, AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK.**

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 dt.31.01.2025 to 2.00 PM of dt.17.02.2025 for bidding. Tender cost of Rs.6,000/-+18%-GST along with E.M.D of Rs.35,000/-shall be deposited through online portal at <https://tendersodisha.gov.in>. The technical Bid shall be opened at 03.00 PM on dt.18.02.2025 at the OMFED Corporate Office in the presence of the interested bidders at Omfed Corporate Office, D/2, Sahid Nagar, Bhubaneswar – 751007 in presence of interested bidders. Bids without requisite EMD shall not be considered.**

Tenderers are requested to visit OMFED website regularly as any corrigendum / addendum may be published in OMFED website and not in any other media/ news papers.

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

MANAGING DIRECTOR

e-Procurement Notice

Bid Identification No. Proj/238/StatelabElect/25

1. OMFED invites sealed offer from eligible HT / MV licensed Electrical Contractor for **SUPPLY, FIXING OF CABLE, PANEL BOARD & ACCESSORIES AT THE STATE CENTRAL LABORATORY, AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK**. 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 item.

Name of work	Estimated Cost (Rs)	Availability of Tender for online bidding only at https://tendersodisha.gov.in		Date of Technical opening	Period of Completion
		From	To		
SUPPLY, FIXING OF CABLE, PANEL BOARD & ACCESSORIES AT THE STATE CENTRAL LABORATORY, AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK	16,39,522/-	31.01.25 on 10.00A.M	17.02.25 on 02.00P.M	18.02.2025 on 03.00 P.M	03 (Three Month)

3. Cost of Tender Paper Rs.7080/- 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://tendersorissa.gov.in> from **10.00 AM of 31.01.2025 to 02.00 PM of 17.02.2025** 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 31.01.2025 to 02.00 PM of 17.02.2025**.

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 17.02.2025**.

9. **Technical Bids received online shall be opened on 18.02.2025 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

SECTION -I

INSTRUCTION TO BIDDERS

1.0 GENERAL INFORMATION

1.1 Name of work : SUPPLY, FIXING OF CABLE, PANEL BOARD & ACCESSORIES AT THE STATE CENTRAL LABORATORY, AT OMFED DAIRY, ARILO-GOVINDPUR, BARANG, CUTTACK.

1.2 Location and area : OMFED Dairy, Arilo-Govindpur, Barang, Cuttack

(a) Nearest Railway Station : BHUBANESWAR

(b) Nearest Airport : BHUBANESWAR

1.3 Period of completion

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

2.0 Important Note

Period of completion of work is very important for this project. The work has to be carried strictly as per the work programme.

3.0 Eligibility and Qualification requirements:

3.1 This tender notice is open to all bidders. Annual Sales turn over should not to be less than 20 lakhs during the financial year 2021-22, 2022-23 & 2023-24.

3.2 The bidder should have minimum two years' experience in the relevant field.

3.3 To be eligible for the award of contract, shall provide evidence satisfactory to the ORISSA STATE CO-OPERATIVE MILK PRODUCERS FEDERATION LTD. of their eligibility under sub-clause 3.1 above, and of their capacity and adequacy of resources to carry out the contract effectively. To this end, all bids submitted shall include the following information: -

(A)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 or if a joint venture, of each party there to constituting the bidder;

- (B) Power of attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the bid
- (C) Income tax clearance certificate / IT return for last 3 years i.e. 2021-22, 2022-23 & 2023-24. GST return for six months ending 31st December 2024.
- (D) Details of the experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature within the past two years,
- (E) Major items of constructional plant proposed for use in carrying out the contract in the format prescribed in schedule I and the Qualification and experiences of key personnel proposed for the administration and the execution of the contract, both on and of Site in the format prescribed in schedule II of section VII of this bidding document.
- (F) Proposals for sub-contracting elements of the works amounting to More than 10% of the bid price for each element and shall be as Listed in schedule III of section VII of this bidding document.
- (G) Reports on the financial standing of the bidder (or of each part to Joint venture) such as profit and loss statements, balance sheets and auditor's reports for the past three years,
- (H) Statement of arbitration/disputes in which the bidder is involved as prescribed in the schedule VI of section VII of this bidding document.

3.6 For the purpose of this particular contract, bidders shall meet the following qualifying criteria as minimum:

- (a) The bidder should be in business as electrical works contractor for a minimum period of three years at the time of bid opening in the same name and style. The bidder shall also have LICENSE to work as ELECTRICAL contractor, issued by the state government where the project site is located. This license shall be valid as on date of submission of the bid and shall be submitted along with the bid.
- (b) The bidder in the same name and style shall have completed at least one project of similar nature.

3.7 Bid submitted by a joint venture of two or more firm's partners shall comply with the following requirements:

- (a) The bid, and in the case of a successful bid the form agreement, shall be signed so as to be legally binding on all the partners;
- (b) One of the partners shall be nominated as being in charge and this authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;

- (c) The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in-charge;
- (d) 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);
- (e) A copy of the agreement entered into by the joint venture partners Shall be submitted with the bid.
- (f) Experience, resources, men and machinery of each part to the joint. Venture, will be taken into only to the extent of their participation for performing tasks under the joint venture agreement.

4.0 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and ORISSA STATE CO-OPERATIVE MILK PRODUCERS FEDERATION LTD., here in after 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.

5.0 Site visit:-

5.1 The bidder is advised to visit and examine the site of works and its surrounding 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.

5.2 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 identify the OMFED and his personnel and agent (s) from and against all liabilities in respect there of and will be responsible for personnel 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.

B. BIDDING DOCUMENTS

6.0 Contents of Bidding Documents

6.1 The set bidding documents issued for the purpose of bidding includes the number of copies as stated below together with any addenda there to issued in accordance with clause -8 and any minutes of the pre-bid meetings issued in accordance clause -16.

Number of Copies	Section	Description
1	0	Tender notice
	I	Instruction to bidders
	II	General Condition of Contract
	III	Special condition of Contract
	IV	Technical Specification
	V	Form of bid
	VI	Schedule of materials
	VII	Schedule of Supplementary Information
	VIII	Form of agreement
	IX	Acceptable forms of bank Guarantees

6.2 The bidder is expected to examine carefully all instruction, condition, forms, terms, specification 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-25, bids which are not substantially responsive to the requirements of the bidding document will be rejected.

7.0 Clarification of bidding documents

A prospective bidder requiring a clarification of the bidding documents may notify the OMFED in writing or by telegram at the address of communication indicated in the tender notice. The OMFED will respond in writing or by telegram to any request for the clarification, which is required earlier than 10 days prior to the dead line 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.

8.0 Amendment of bidding documents

- 8.1** 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.
- 8.2** The amendment will be sent in writing or by telegram /telex to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt of the amendments by the prospective bidder due to postal delays shall not bind the OMFED to extend the deadline for the submission of the bids. The amendment will be attached to the bidding document sold subsequently.
- 8.3** In order to afford prospective bidders reasonable time in which to take amendment into account in preparing their bids, the OMFED may at its discretion extend the deadline for the submission of bids in accordance with clause -19.

C. PREPARATION OF BIDS

9.0 Language of bid

The bid prepared by the bidder and all correspondence & documents relating to the bid exchanged to the bid exchange by the bidder and the OMFED shall be written in the English language.

10.0 Documents comprising the bid

The bid to be prepared by the bidder shall comprise the following;

- (a) The form of bid appendix there to;
- (b) The bid security;
- (c) The schedule of quantities;
- (d) The schedule of supplementary information on eligibility and qualification;
- (e) Alternative offers where invites and offer materials required to be completed and submitted in accordance with the instruction to bidders embodied in these bidding documents.

The forms, schedule of quantities and schedule provide in this volume of the bidding document shall be used without exception (subject to the extension of the schedules in the same format and to the provisions of sub-clause 14.2 regarding the alternative forms of bid security.)

11.0 Bid prices

11.1 Unless stated otherwise in the bidding documents, 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 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 for by the OMFED when executed and shall be deemed to have 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 other cause, shall be included in the rates and the prices and the comparison of bids by the OMFED shall be made accordingly.

11.4 Fixed prices

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account. A bid submitted with any price adjustment condition shall be treated as non-responsive and rejected, pursuant to clause 25 of this section.

11.5 Price adjustment

The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract, if the duration of the contract, as stated in the tender notice is more than 15 months and value of contract is more than Rs.20.0 lakhs. The price adjustment provision shall not be taken into consideration in bid evaluation, pursuant to clause 28 of this section.

12.0 Bid Validity:

12.1 Bid submitted shall remain valid for acceptance for a period of 120 days from the date of bid opening.

12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the OMFED may request the bidder for a specified extension in the period of validity. The request and the response there to shall be made in writing or by telegram/telex. A bidder may refuse request without forfeiting his bid security. A bidder agreeing to the request to extend the validity of this bid security shall not be permitted to modify his bid.

13.0 Bid Security:

- 13.1 The bidder shall furnish, as part of the bid, a bid security for an amount of **Rs.35,000/-** through online portal at **<https://tendersodisha.gov.in>**.
- 13.2 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.
- 13.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture.
- 13.3 Any bid not accompanied by an acceptable bid security pursuant to clause 14.1 and 14.2 here of shall be rejected by OMFED as non-responsive.
- 13.4 The bid securities of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid validity as prescribed in these documents.
- 13.5 The bid security of the successful bidders shall be refunded when the bidder has signed the agreement and furnished the required performance security.
- 13.6 No interest shall be paid by the OMFED on the Bid security furnished by the bidder.
- 13.7 **The bid security may be forfeited:**
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) In the case of a successful bidder, if he fails within the time limit to:
 - (i) Sign the agreements, or.
 - (ii) Furnish the required performance security

14.0 Variations in bidding conditions

- 14.1 The bidder shall submit offer, which comply fully with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Conditions bids are liable to be considered as non-responsive in accordance with clause-25.

15.0 Format and signing of bids

- 15.1 The bidder shall prepare and submit the scanned copy of the documents comprising the bidding documents downloaded by him through online portal at **<https://tendersodisha.gov.in>**.

- 15.2 All pages of the bidding document shall be signed by persons, duly authorised, to bind the bidder to the contract. Proof of authorization shall be in the form of a written power of attorney, which shall accompany the bid. All pages of the bid documents, where entries and amendments had been made, shall additionally be initialed by the persons signing the bids.
- 15.3 The complete bid shall be in accordance with instructions issued by the OMFED, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the persons signing the bid. No over writing shall be permitted.
- 15.4 Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.
- 15.5 The bidder shall quote the rate of each item.

D. SUBMISSION OF BIDS

- 16.0 The bid document shall be deposited through online portal at <https://tendersodisha.gov.in>

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 _____ to **02.00 PM** of _____.

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

17.0 Deadline for Submission of bids

- 17.1 The bid document shall be deposited up to _____ up to **2.00 PM** through online portal at <https://tendersodisha.gov.in>.

18.0 Late Bids

Any bid received by the OMFED later than the dead line for the submission of bids as prescribed by the OMFED in accordance with clause 19 will not be accepted .

19.0 Modification and Withdrawal of Bids

- 19.1 The bidder may modify or withdraws his bid after bid submission provided that the modification or notice of withdrawal is received in writing by the OMFED prior to the prescribed deadline for the submission of bids.

- 19.2 The bidder’s modification or withdrawal shall be prepared, sealed, marked and submitted in accordance with the provisions of clause 18 for the submission of bids.

- 19.3 Subject to clause 24, no bid shall be modified subsequent to the deadline for the submission of bids.
- 19.4 Withdrawal of the bid during the interval between the deadline for the submission of bids and the expiry of the period of bid validity may result in the forfeiture of the bid security pursuant to clause 14.

E. BID OPENING AND EVALUATION

20.0 Bid opening

- 20.1 **Technical Bids received online shall be opened on _____ 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.
- 20.2 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.
- 20.3 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 22.3.
- 20.4 The commercial bid opening date of qualifying bidders shall be intimated well in advance.

21.0 Process to be Confidential

- 21.1 After the public opening of bids, information relating to the examination, clarification, evaluation 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.
- 21.2 Any effort by a bidder to influence the OMFED in the process of examination, clarification, evaluation and comparison of bids and in the decision concerning the award of contract may result in the rejection of the bidder's bid.

22.0 Clarification of Bids

- 22.1 To assist in the examination, evaluation and comparison of bids, the OMFED may ask the bidders individually for clarification of their bids, including break down of unit rates. The request for clarification and the response shall be in writing or by telegram/telex but no change in the price or substance of the bid shall be sought, offered or permitted except as require to confirm the correction of arithmetic errors discovered by the OMFED during the evaluation of the bids in accordance with clause 26.

23.0 Determination of Responsiveness

- 23.1** Prior to the detailed evaluation of the bids, the OMFED will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 23.2** For the purpose of this clause, a substantially responsive bid is one which conforms to all terms, condition and specification of the bidding documents without material deviation on reservation. A material deviation or reservation is one which affects in any substantial way the, quality or one performance of the works on which limits in any substantial way, inconsistent with the bidding documents, the OMFED'S rights or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the co position of other bidders presenting substantially responsive bids.
- 23.3** If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by the OMFED and may not be subsequently made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

24.0 Correction of Errors

24.1 Bids determined to be substantially responsive will be changed by the OMFED for arithmetic errors in computation and summation. Errors will be corrected as follows:

- a) Where there is a discrepancy between rates or amounts in figures and in words, the rate or amount in words shall govern and
- b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity the unit rate as quoted shall govern.

24.2 The amount stated in the form of bid will be adjusted by the OMFED in accordance with the above procedures for the correction of errors and, with the concurrence of the bidder shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the bid security shall be forfeited.

25.0 Evaluation and comparison of the Bids

- 25.1** The OMFED shall evaluate and compare only bids determined to be substantially responsive to the requirements of the bidding documents in accordance with clause 25.
- 25.2** 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 26.0
- 25.3** 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 in to account in bid evaluation.

- 25.4 Price adjustment provisions applying to the period of execution of the contract shall not be taken in to account in bid evaluation.
- 25.5 If the bid of the successful bidder is seriously unbalanced in relation to the OMFED'S estimate of the real cost of the work to be performed under the contract, the OMFED may require that the amount of the performance security deposit set forth in the clause 30.0 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.

F. AWARD OF CONTRACT

26.0 Award Criteria

26.1 Subject to clause 30, the OMFED shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest, evaluated bid price pursuant to clause 28, provided further that the bidder has the capability and the resources to carry out the contract effectively.

27.0 OMFED'S right to accept any bid and to reject any or all bids.

27.1 Notwithstanding clause 29 or any other clauses stated above, 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 the award of the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the OMFED'S action.

28.0 Notification of Award

28.1 Prior to the expiry of the period of bid validity prescribed in the bid documents, the OMFED will notify the successful bidder by email or in writing that his bid has been accepted. This letter (herein after and in the conditions of contract referred to as "Letter of Acceptance") shall name the sum which the OMFED will pay to the contractor in consideration of the execution, completion and the maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of the contract referred to as the "contract price").

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

28.3 Upon furnishing by the successful bidder a performance security in accordance with the clause 30, the OMFED will notify the unsuccessful bidders that their bids have been unsuccessful.

29.0 Signing of Agreement

29.1 Within 15 days of receipt of the notification of award, the successful bidder shall prepare and execute the agreement, strictly in accordance to the sample form provides in the bidding document.

30.0 Performance Security

- 30.1** Within 15 days of receipt of the notification of award from the OMFED, the successful bidder shall furnish to the OMFED a performance security for an amount of 05% of the contract value pursuant to clause 10.0 of general conditions of contract.
- 31.0** Failure of the successful bidder to comply with the requirements of the clause 29 and 30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

SECTION II

GENERAL CONDITIONS OF CONTRACT

DEFINITION AND INTERPRETATIONS

1.0 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 Co-operative Milk Producers ' Federation Ltd. and shall include his successors and assignees, as well as his authorized representatives.

1.2 CONSULTANT

Shall mean the NATIONAL DAIRY DEVELOPMENT BOARD or any other consultant(s) appointed by the ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.

1.3 OMFED

Shall mean the ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDRATION LTD.

1.4 ENGINEER

Shall mean the engineer or any other authorized representative of the OMFED

1.5 Architects

Shall mean the architect appointed by the OMFED.

1.6 Structural consultants

Shall mean the structural consultants appointed by the OMFED

1.7 Bidders

Shall be the firm/party/individual who submits by the bid against the tender notice.

1.8 Contractors

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 representative and assignees.

1.9 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 representative, and assignees.

1.9.1 Singular and plural.

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

1.9.2 Cost

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

1.10 Contract price/rate

Shall mean the prices/rates of the accepted bid.

1.11 Contracts

Shall mean the articles of agreement, the conditions, the appendix, the schedule of quantities of quantities and/or specification attached here with.

1.12 "Notice in writing"

Shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered/ordinary post to the last known address or the registered office of the address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.13 SITES

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.

1.14 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.

1.14 Week

Shall mean seven consecutive days.

1.15 Day

Shall mean a day from midnight to midnight.

1.16 Building

Shall mean the proposed building (s), roads, fencing, sanitary and water supply etc. under the contract.

1.17 Bid security

Shall mean the sum paid along with the bid as a token to bind the contract.

1.18 Award

Shall mean the written acceptance of bid by the OMFED given to the successful bidder

1.19 Performance Security

Shall mean the amount pledged with the OMFED while signing the agreement for faithful and satisfactory performance of the contract.

1.20 Constructional plant

Shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the works but does not include the materials or other things required intended to forming part of the works.

1.21 Specifications

Shall mean the specification referred to in the bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the OMFED/Engineer.

1.22 Drawings

Shall mean drawing referred to in the specifications and any modification of such drawing approved in writing by the engineer and such other drawing as may from time to time be furnished or approved in writing by the OMFED/engineer.

1.23 Temporary Works

Shall mean temporary works to be executed and maintained in accordance with the contract.

1.24 Permanent works

Shall mean the permanent works to be executed and maintained in accordance with the contract.

1.25 Works

Shall include both temporary works and permanent works.

1.26 Approved/Approval

Shall mean approved in writing, including subsequent written confirmation of previous verbal or written approval.

1.27 B.I.S

Shall mean Bureau of Indian Standard Specifications.

1.28 Government

Shall mean the Government of India or any other state government.

1.29 Tender shall mean the bid.

1.30 Heading and marginal notes:

All heading of and notes to the clauses of these conditions of contract or of and to the specification 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 servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.

ENGINEER & ENGINEER'S REPRESENTATIVE

2.0 Duties and power of the engineer and the engineer's representative:

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;

- (a) Approval of subletting of any part of the works pursuant to clause 4.0 here of;
- (b) Certification of additional sums under sub clause 52(2) here of;
- (c) Determination of an extension of time pursuant to clause 44.0 hereof
- (d) Issuance of a variation order pursuant to clause 51.0 here of
- (e) Fixing rates or prices for the additional works executed under the contract pursuant to clause 51.0 here of.

2.2 The engineer's representative shall be responsible to the engineer and his duties are to watch and supervise the works and to test and examine any materials to be used the workmanship employed with the works. The contractor shall get the materials or the workmanship tested, as instructed by the engineer's representative, at his own cost .he shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor, except as expressly provided here under or elsewhere in the contract, to order any work involving delay or any extra payment by the OMFED, nor to make any variation of or in the works.

2.3 The OMFED may from time to time in writing delegate to the engineer's representative any of the powers and authorities vested in the engineer .Any written instruction or approval given by the engineer's representative to the contractor within the terms of such delegations, but not otherwise, shall bind the contractor as though it had been given by the engineer provided always as follows:-

(A) Failure of the engineer's representative to disapprove any work or materials shall not prejudice the power of the engineer the after to disapprove such work or materials and to order the pulling down, removal or breaking up there of.

(B) If the contractor shall be dissatisfied by reason of any decision of the engineer's representative he shall be entitled to refer the matter to the engineer, who shall there upon confirm, reverse or vary such decision.

3.0 **Inspection of Works**

3.1 The OMFED and his representatives shall have full power and authority to inspect the works at any time wherever the work is in progress either on the site or at the contractor's premises/workshop wherever situated, 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 instruction, or have a responsible agent/ representative duly accredited in writing present for the purpose. Orders given to the same force as if they had been given to the contractor's agent / representative 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 shall be uncovered at the contractor's expenses for carrying out such measurement or 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, gangways, 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'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 of works.

4.0 **Sub-letting of work:**

4.1 The contractor shall not sub-let the whole of the works. Except where otherwise provided by the contract, the contractor shall not sub-let any part of the works without prior written consent of the engineer, which shall not be unreasonably withheld, and such consent, if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence's of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or negligence's of the contractor, his agents.

CONTRACT DOCUMENTS

5.0 Language and law of contract

5.1 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.

5.2 **Documents mutually explanatory**

Excepts 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 mutually explanatory. Should there be any discrepancy, inconsistency, error or omission 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 this decision.

5.3 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.

6.0 Drawing: their Purpose and the custody

- 6.1** 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.
- 6.2** 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.
- 6.3** 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.
- 6.4** 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.
- 6.5** 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.
- 7.0** 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.

GENERAL OBLIGATIONS

8.0 Contractor's general responsibilities

- 8.1** Contractor shall, subject to the provisions of the contract, and with due care and diligence, execute and maintain the works and provide all labour, including the supervision thereof, materials, construction plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.
- 8.2** The contractor shall take full responsibility for the adequate stability and safety of all site operations and methods of construction, provided that the contractor shall not be responsible, except as may be expressly provided in the contract, for the design or specification of the permanent works, or for the design or specification of any temporary works prepared by the engineer.

9.0 Contract Agreement

- 9.1** The contractor shall be called upon to enter into and execute a contract agreement, in the form annexed with such modification as may be necessary.

10.0 Performance Security

- 10.1** On receipt of the notification of the award of the contractor from the OMFED the successful bidder shall furnish to the OMFED a performance security for an amount of 5% of the contract value.
- 10.2** 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.
- 10.3** The performance security shall be denominated in Indian rupees and shall be in any of the following forms:-
- a) A demand draft drawn in favour of the ORISSA STATE CO-OPERATIVE MILK PRODUCERS FEDERATION LTD. Payable at the place mentioned in the address of communication stated in the tender notice.
 - b) A bank guarantee issued by a Nationalised Indian bank. The acceptable form shall be strictly as provided in section IX of the bidding documents.
- 10.4** The bank guarantee shall be valid for the entire period of contract including the period of maintenance plus 90 days. Validity of the bank guarantee be suitably extended in the event of extension of time of the contractor pursuant to clause 44 herein.

- 10.5 The performance security shall be released by the OMFED not later than 60 days following the date of delivery of the maintenance certificate by the engineer.
- 10.6 In the event of increase in the contract value, in actual execution, proportionately adjusted additional performance security shall be paid by the contractor if called upon to do so.
- 10.7 In the event of decrease in the contract value the performance security shall be proportionately adjusted on the completion of the work.
- 10.8 No interest shall be paid by the OMFED for the amount deposited as performance security with the OMFED.

11.0 Inspection of Site

- 11.1 The contractor shall be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, before submitting his tender, as to the form and nature thereof, 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 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.

12.0 Sufficiency of tender

- 12.1 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 priced schedule of quantities and the schedule of rates and prices, if any, which tender rates and prices shall, except insofar, as it is otherwise provided in the contract, cover all his obligations under the proper execution and maintenance of the works.

13.0 Work to the satisfaction of engineer

- 13.1 Contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of 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 the engineer.

14.0 Programme to be furnished

- 14.1 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 contract shall whenever required by the engineer, also provide in writing for each information a general description of the arrangements and method which the contract proposes to adopt for execution of works.

- 14.2** 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 (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 43 here of.
- 14.3** 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.
- 14.4** The programme shall be reviewed and revised if required at three monthly intervals 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
- 15.0** **Contractor's superintendence**
- 15.1** 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 authorised 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 here in after 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 authorised agent or representative shall receive, on behalf of the contractor, directions and instructions from the Engineer.
- 16.0** **Contractor's employees**
- 16.1** The contractor shall provide and employ on the site in connection with the execution 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.
- 16.2** It shall be the 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 himself 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 b the contractor as soon as possible by a competent substitute.

17.0 Setting-out

- 17.1** 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 in writing and for the correctness, subject as above mentioned of the position, levels dimensions and alignment of all parts of the works for the provisions of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works an error shall appear or arise in the position, levels dimension 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 responsibilities 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.

18.0 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.

19.0 Watching and lighting

- 19.1** 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 others.

20.0 Care of Works

- 20.1** From commencement of the works until the date stated in the certificate of completion for the whole of the works pursuant to clause 49 here of the contractor shall take full responsibility for the care there of. Provided that if the engineer shall issue a certificate of completion in respect of any part of the 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 in respect of that part and the certificate of completion in respect of that part 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 what so ever,

save and except the excepted risks as defined in clause 20.3, while the contractor shall be responsible for the care there of 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 clause 66 here of , repair and make good the same as aforesaid at the cost of the OMFED. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of completing any outstanding work or compiling with his obligation under clause 49 or 50 here of.

20.2 The contractor shall remove or alter the structures, trees or other, facilities on the site without the prior approval of the Engineer.

20.3 **Expected 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 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 there of ,pressure waves caused by aircraft or other aerial devices travelling at 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".

21.0 **Insurance of Works, etc**

21.1 Without limiting his obligations and responsibilities under clause 20 here of the contractor shall prior to the commencement of the works insure in the joint names of the OMFED and the contractor against all loss and 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 20.1 hereof and are also covered during the period of maintenance for loss or damage arising from a 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 operations carried out by him for the purpose of complying with his obligation under clauses 49 and 50 hereof:-

a) The works for the time being executed to the estimated current contract value thereof plus 10 percent 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 this clause.

Such insurance shall be affected 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.

22.0 Damage to persons and property

22.1 the contractor shall, except if 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 or in consequence of the execution and maintenance of the works and against all claims, proceeding, 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 the 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, proceeding, damages, costs, charges and expenses in respect thereof or in 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.

22.2 Further, the contractor shall indemnify the OMFED against all claims, proceeding, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this clause.

23.0 Third party insurance

23.1 Before commencing the execution of the works the contractor, but without limiting his obligations and responsibilities under clause 22 hereof, shall insure against his liability for any material or physical damage loss or injury which may occur to any property, including any employee of the OMFED, or by arising out of the execution of works or in the carrying out of the contract, otherwise than due to the matters, referred to in the proviso to clause 22.1 hereof.

23.2 Such insurance shall be effected with an insurer for at least the amount stated in the appendix to the tender; the contractor shall, produce to the engineer/ OMFED the policy or policies of insurance and the receipts for payment of the current premiums.

23.3 The terms shall include a provision whereby, in 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.

23.4 Such insurance shall be for an amount not less than Rs.1, 00,000/- per occurrence, with the number of occurrence unlimited.

24.0 **Accident or Injury to workmen**

24.1 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 workmen or other person in the employment of the contractor or any sub-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 implead himself as a party as if the case has been instituted against the contractor.

24.2 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 receipts for the payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure 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 engineer/OMFED such policy of insurance and receipt for the payment of the current premium.

24.3 **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 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 any 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 employees' contribution as per the first schedule of the ESI act from wages and affix the employees' contribution cares at wages payment intervals. The contractor shall remit and secure that agreement of the sub-contractor to remit, the employee's contribution as required by the act. The contractor shall maintain all codes and records as required under in respect of the employees and payment and the contractor shall secure agreement of the sub-contractor to maintain such records. Any expense incurred for the contribution or maintaining records shall be to the contractor's account.

The OMFED shall retain such amount as may be necessary from the total contract value until the contractor shall furnish satisfactory proof the whole contribution as required by the ESI act have been paid.

25.0 Remedy on Contractor's Failure to Insure

25.1 If the contractor shall fail to effect and keep in force the insurances referred to in clause 21, 23, and 24 here of, or any other insurance which he may be required to effect under the terms of the contract then and 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 purposes and from time to time deduct the amount so paid by the OMFED as aforesaid from any payment due or which may became due to the contractor , or recover the same as a debt due from the contractor.

26.0 Giving of notices and payment of fees

26.1 The contractor shall give all notices and pay all fees required to be given or paid b an 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 of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

26.2 The contractor shall conform in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local of 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 liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law.

26.3 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.

27.0 Fossils etc.

27.1 All fossils, coins, articles of value or antiquity and structure and other remains or things of geological or archaeological interest 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.

28.0 Patent rights and royalties

28.1 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 trade mark 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.

29.0 Interference with traffic and adjoining properties

29.1 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 there for.

30.0 Extraordinary traffic

30.1 The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with to 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 and use vehicles and restrict and distributed loads so that any such extraordinary traffic as will inevitable arises from the moving of plant and material from and to that no unnecessary damage or injury may be occasioned to such highways and bridges.

30.2 Should it be found necessary for the contractor to move one or more loads of constructional plant, machinery or pre-constructed 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 that concerned authority at his own cost. He shall keep the engineer informed of the action taken.

30.3 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 highways or bridges he shall immediately report the same to the engineer and thereafter shall negotiate the 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, proceeding, damages, costs, charges and expenses in relation thereto.

- 30.4** 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 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.

31.0 Opportunities for other Contractors

- 31.1** 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 in connection with or ancillary to the works. If, however, the contractor shall, on the written request of the engineer, make available to any such other contractor, or to the OMFED or any such authority, any roads or ways for the maintenance of which the contractor is responsible, or permit the use by any such of the contractor’s 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 or sums as shall, in the opinion of the engineer, be reasonable.

32.0 Contractor to keep Site Clear

- 32.1** 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.

33.0 Clearance of Site on Completion

- 33.1** 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 workman like condition to the satisfaction of the engineer.

LABOUR

34.0 Engagement of Labour

- 34.1** 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 qualification and experience from source within India.

- 34.2** The OMFED may at their own discretion and convenience make available at the site, land for contractor’s field office, godowns, workshop and assembly yard required for the execution of the contract. The contractor shall at his own cost construct all these

temporary building and provide suitable water supply and sanitary arrangement approved by the engineer.

- 34.3** The personnel so engaged by the contractor shall be the employees of the contractor and there shall exist no privity of contract between the personnel so engaged and the OMFED.
- 34.4** 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 expenses of the contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid the contractor shall fore with pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus material disclosed off as aforesaid. The owner reserves the right to ask the contractor any time during the dependency of the contract to vacate the land by giving 7 days notice without giving any reason.
- 34.5** Land for residential accommodation for staff and labour may be made available at the discretion of the OMFED/engineer.
- 34.6** The contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the engineer an adequate supply of drinking and other water for the use of the contractor's staff and work people.
- 34.7** 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 alcohols liquor, or drugs or permit any such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.
- 34.8** 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
- 34.9** The contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.
- 34.10** 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 be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 34.11** 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 place and protection of persons 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) act, 1970, payment of wages act, minimum wages act, provident fund act & Rules etc. in respect of the persons engaged by him.

34.12 The contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

35.0 **Returns of labour, etc**

35.1 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 no. 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.

35.2 The contractor shall not employ in connection with the works any person who has not completed fifteen years of age.

35.3 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), 1970, payments of wages act, minimum wages act, provident fund act & rules etc. applicable to them in regard to all matters provided therein and shall indemnify the OMFED'S in respect of all claims that may be made against the OMFED for noncompliance thereof by the contractor.

35.4 Notwithstanding anything contained herein, the engineer may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the contractor.

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

MATERIALS AND WORKMANSHIP

36.0 **Materials and Workmanship**

36.1 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 or places as may be specified in the contract, or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and 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.

36.2 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.

36.3 The cost of conducting an test ordered b the engineer to ascertain the quality of the materials and the workmanship shall be borne by the contractor.

37.0 **Inspections of operations**

37.1 The engineer and any person authorised by him shall at all times have access to the works and to all 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.

38.0 **Examination of work before Covering up**

38.1 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.

38.2 The contractor shall uncover any part or parts of the works or make opening 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 requirements of clause 38.1 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.

39.0 **Removal of Improper Work and Materials**

39.1 The engineer shall during the progress of the works have power to order in writing 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 therefore, of any work which in respect of materials or workmanship is not, in the opinion of the engineer, in accordance with the contract.

39.2 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.

40.0 Suspension of work

40.1 The contractor shall, on the written order of the engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the engineer may consider necessary 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 said 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 reasons of climatic conditions on the site,
- 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 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 20 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 fifteen days of the engineer's order. The engineer shall settle and determine such extra payment and/or extension of time under clause 44 hereof to be made to the contractor in respect of such claim as shall, in the opinion of the engineer, be fair and reasonable.

40.2 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 (1) of this clause, the contractor may serve a written notice on the engineer requiring permission within twenty-eight 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 a 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 under clause 51 hereof, or, where it affects the whole works, as an abandonment of the contract by the OMFED.

COMMENCEMENT TIME AND DELAYS

41.0 Commencement of Works

41.1 Contractor shall commence the works on site within the period named in the appendix to the tender after the receipt by him of a written order to this effect from the engineer 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.

42.0 Possession or site

42.1 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 14 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 portion 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 programmes or proposals, 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 and the price escalation pursuant will be ignored, the extended time period including the original contract period exceeds 12 months.

42.2 Contractor shall bear all costs and charge 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 purposes of the works.

43.0 Time for completion

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole the whole of the works shall be completed in accordance with the provision of clause 49 hereof, within in the time stated in the contract or such extended time as may be allowed under clause 44 hereof.

44.0 Extension of time of completion

44.1 Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions or exceptional adverse climatic condition 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 not bound to take in account any extra or additional work or other special circumstances unless the contractor has within thirty days after such work has been commenced, or such circumstances have arisen or as soon thereafter as is

particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

45.0 No night work

45.1 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 this clause shall not be applicable in the case of any work, which it is customary to carryout by rotary or double shifts.

46.0 Rate of Progress

46.1 If for 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 or extended 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 under this clause the contractor shall seek the engineer's permission to do any work at night, such permission shall not be unreasonably refused.

47.0 Liquidated damages for delay

47.1 If the contractor shall fail to achieve completion of the works within the time prescribed in the appendix to the form of bid, then the contractor shall pay to the OMFED the sum at the rate of 1/2% of the amended up to date contract value as liquidated damages for such default and not as a penalty for every week or part of the week which shall elapse between the time prescribed by clause 43 hereof and the 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 became due to the contractor .the payment or deduction of such damages shall not relieved the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

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

47.3 If, before the completion of the whole of the works any part or section of the works has been certified by the engineer as completed pursuant to clause 49 hereof and occupied by the OMFED the liquidated damages for delay shall for any period of delay after such certificate be reduced in the proportion which the value of the whole of the works.

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

48.0 Certification of Completion of Works

- 48.1** 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 engineer to issue a certificate of completion in respect of the works. The engineer shall, on 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 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.
- 48.2** 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) An substantial part of the permanent works which has been both completed to the satisfaction of the engineer and occupied by the OMFED.
- 48.3** 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.
- 48.4** Provided always that a certificate of completion given in respect of any section or part of the permanent works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

MAINTENANCE AND DEFECTS
(DEFECT LIABILITY)

49.0 Definition of Period of Maintenance

49.1 In these conditions the expression “Period of Maintenance” shall mean the period of maintenance named in the Appendix to the tender, calculated from date of the completion of the works, certified by the engineer in accordance with clause 49 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.

49.2 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 49 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 fifteen days after its expiry as a result of an inspection made by or on behalf of the engineer prior to its expiry.

49.3 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 obligate, expressed or implies, on the contractor’s part under the contract.

49.4 If the contractor shall fail to do any such work as aforesaid required by the engineer, the OMFED shall be entitled to employ and pay 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 or which may become due to the contractor.

50.0 Contractor to Search.

50.1 The contractor shall, if required by the engineer in writing, search under the direction of the engineer for the cause of any defects, 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 clause 50 hereof.

ALTERATIONS, ADDITIONS AND OMISSIONS

51.0 Variations

51.1 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 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 an 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 or construction of an part of the works, and no such variation shall in way vitiate or invalidation the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the mount of the contract price.

51.2 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 fourteen days by the engineer, it shall be deemed to be an order in writing by the engineer

52.0 Valuation of Variations

52.1 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, in the opinion of the engineer, the same shall be applicable. If the contract does not contain any rate or prices applicable to the extra or additional work, then suitable rates shall 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.

52.2 Provided that if the nature or amount of any omission or additional relative to the nature or amount of the 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 work out and fix the rate or the price.

52.3 In case of any class of work for which there is not such specification supplied by the OMFED as is mentioned in the tender documents such work shall be carried out in accordance with Indian standard specification 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.

Provided also that no increase or decrease under clause 52.1 or variation of rate or price under clause 52.2 of shall be made unless, as soon after the date of the order as is practicable, notice shall have been 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.

52.4 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 letter of acceptance, 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 as 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.

52.5 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 contract 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 authorise payment to be made for any such work or expense, notwithstanding 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.

PLANT, TEMPORARY WORKS AND MATERIALS

53.0 Plant, etc., Exclusive use for the Works

53.1 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.

53.2 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.

53.3 The OMFED shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials save as mentioned in clause 20 and 65 hereof.

54.0 Approval of materials, etc., not implied

54.1 The operation of clause 53 hereof shall not be deemed to imply any approval by the engineer of the materials or other materials referred to therein nor shall it prevent the rejection of any such materials at any time by the engineer.

MEASUREMENT

55.0 Quantities

55.1 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 and exact quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

56.0 Works to be measured

56.1 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 parts of the works to be measured, give notice to the contractor's authorised 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 or 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 and drawing, the engineer shall prepare records and drawings month by month of such work and contractor, as and when called upon to do so in writing, shall, within fourteen 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 the same or does not agree same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen 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.

57.0 Method of measurement

57.1 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 codes shall be applicable and binding to the contract. A list of ISS code of practices, which shall be referred to in that event, is attached annex to the section IV of technical specifications. On the latest edition of all the codes of practices including all latest official amendments and revisions shall be applicable.

57.2 For measurement of items of work in foundation a plinth & in super structure the criteria shall be applicable.

NOMINATED SUB-CONTRACTORS

58.0 Definitions of "nominated sub-contractors"

58.1 All specialists, merchants, tradesmen and others executing any work or supplying any goods materials or services, who may have been or be nominated or selected or approved by the OMFED or the engineer and all persons to whom by virtue of the provisions of the contract the contractor is required to sub-let any work shall, in the execution of such work or the supply of such goods, materials of service be deemed to be sub-contractor employed by the contractor and are referred to in contract as "nominated sub-contractors".

58.2 The contractor shall not be required by the OMFED or the engineer or be deemed to be under any obligation to employ any nominated sub-contractor against whom the contractor may raise reasonable objection, or who shall decline to enter into a sub-contractor with the contractor containing provisions: -

(a) That in respect of the work, goods, materials or services the subject of the sub-contract, the nominated sub-contractor will undertake towards the contractor the like obligation and liabilities as are imposed on the contractor towards the OMFED by the terms of the contract and will save harmless and identify the contractor from and against the same and from all claims, proceeding, damages costs charges and expenses whatsoever arising out of or in connection therewith to perform such out of or in connection with any failure to perform such obligation or of fulfill such liabilities and

- (b) That the nominated sub-contractor will save harmless and identify the contractor from and against any negligence by the nominated sub-contractor, his agents, workmen and servants and from and against any misuse by or them of any constructional plant or temporary works provided by the contractor for the purposes of the contractor and from all claims as aforesaid.
- 58.3** If in any connection with any provisional sum the services to be provided include any matter of design or specification of any part of the permanent works or of any equipment or plant to be incorporated therein, such requirement. Shall be expressly stated in the contract and be included in any nominated sub-contract. the nominated sub-contract shall specify that the nominated sub-contractor providing such services will save harmless and indemnify the contractor from and against the same and from all claims proceeding damages costs charges and expenses whatsoever arising out of in connection with any failure to perform such obligation or to fulfill liabilities.
- 58.4** For all work executed or goods, materials or services supplied by a nominated sub-contractor, there shall be included in the contract price: -
- a) The actual price paid or due to be paid by the contractor on the direction of the engineer and in accordance with the sub-contract;
 - b) The sum if any entered in the schedule of quantities for labour supplied by the contractor in connection therewith or if ordered by the engineer as may be determined in accordance with clause 52 hereof ;
 - c) In respect of all other charges and profit a sum being a percentage rate of the actual price paid or due to be paid calculated where provision for such is made in a special item provided in the Schedule of Quantities for such purpose.
- 58.5** Before issuing under clause 59 hereof any certificate which includes any payment in respect of work done or goods materials or services supplied by any nominated sub-contractor the engineer shall be entitled to demand from the contractor have been paid or discharged by the contractor in default whereof unless the contractor shall
- a) Inform the engineer in writing that he has reasonable cause for withholding or refusing to make such payment and
 - b) Produce to the engineer reasonable proof that he has so informed such nominated sub-contractor in writing, the OMFED shall be entitled to pay to such nominated sub-contractor direct, upon the certificate of the engineer all payment, less retentions provided for in the sub-contract which the contractor has failed to make to such nominated sub-contractor and to deduct by way of set-off the amount so paid by the OMFED from any sums due or which may become due from the OMFED to the contractor provided always that, where the engineer has certified and the OMFED has paid direct as aforesaid the engineer shall in issuing any further certificate in favour of the contractor deduct from the amount thereof

the amount so paid issue of the certificate itself when due to be issued under the terms of the contract.

58.6 In the event of a nominated sub-contractor as herein before defined having undertaken towards the contractor in before defined having undertaken towards the contractor in respect of the work executed, or the goods materials or service supplied by such nominated sub-contractor any continuing obligation extending for a period exceeding that of the period of maintenance under the contract the contractor shall at any time after the expiry if the period of maintenance assign to the OMFED at its request and cost the benefit of such obligation for the unexpired duration thereof.

59.0 PAYMENT TERMS

- Payment shall be released in two RA bills.
- The contractor shall submit 5% Performance Security deposit within 15 days of the acceptance of the work order. The same shall be refunded after six months from the date of completion subject to satisfactory performance of work.
- Penalty @ 0.5% per week maximum 10% of the order value shall be deducted subject to delay in execution beyond the stipulated period.
- No interest shall be paid by OMFED on the bid security furnished by the bidder.
- All payments are subject to deduction of statutory dues as applicable during the time of execution.
- The contractor's request(s) for payment shall be made to the OMFED in writing, accompanied by an invoice describing, as appropriate, the goods delivered and services performed, and by shipping documents, submitted pursuant to clause 10, and upon fulfillment of other obligations stipulated in the contract.

60.0 Approval only by Maintenance Certificate

60.1 No certificate other than the maintenance certificate referred to in clause 61 hereof shall be deemed to constitute approval of the works.

61.0 Maintenance Certificates.

61.1 The contract shall not be considered as completed until & 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 ordered during such period, pursuant to clause 49 and 50 hereof shall have been completed to the satisfaction of the engineer and full effect shall 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.

61.2 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.

61.3 Notwithstanding the issue of the maintenance certificate the contractor and subject to clause 61.2 the OMFED shall remain liable for the fulfillment 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 of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties here to.

REMEDIES AND POWERS

62.0 Default of contractor

62.1 If the contractor shall become bankrupt, or have a receiving in order made against him or shall present his partition 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 failure to commence the works or has suspended the progress of the works for 28 das after receiving from the engineer written notice to proceed or
- c) Has failed to removed material from the site or pull down and replace work for 30 das after receiving from the engineer written notice that the said materials or work had been condemned and rejected b the engineer under these conditions or
- d) Despite previous warnings by the engineer in writing is not executing the works in accordance with the contractor is persistently neglect ion to carry out his obligation under the contract or
- e) Has to the detriment of good workmanship or in defiance of the engineer's instructions to the contrary, sub-let any part of the contract then the OMFED may then the OMFED may after giving 15 days a notice in writing to the contractor enter up on the site the works and expel the contractor there from and without from any of his obligation 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 contractors completing the works. The OMFED or such other contractor 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 may at any time, sell any of the said constructional plant, temporary works and unused materials including

invocation of bank guarantees of apply the proceeds of sale in or towards; the satisfaction of any sum(s) due or which may become due to him from the contractor under the contract.

- 62.2** The engineer shall as soon as may be practicable after any such entry and expulsion by the OMFED, fix and determine ex part, or by or after reference to the parties, or after such investigation or inquiries 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 accurate 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 plant and any temporary works.
- 62.3** If the OMFED shall enter and expel the contractor under this cause, it shall not liable to pay to the contractor any money on account of the contract until the expiry of period of maintenance and there after until the costs exception and maintenance damages for delay in completion if any and all other expenses incurred by the OMFED have been screened and the amount thereof certified by the engineer. The contractor shall then entitled to receive only such sum 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 excess and it shall be deemed a debt due by the contractor to the OMFED and shall be recoverable accordingly.
- 62.4** In such event the, OMFED shall charge 15 % overhead to cover the departmental changes and the same shall be received from the contractor.
- 62.5** No credit shall be allowed to the contractor in case the amount spent by the OMFED for particular items, which shall be less than the amount payable as per the tender amount.
- 63.0** **Urgent repairs**
- 63.1** If, by reason of any accident or failure or over event occurring to in or in connection with the works of 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 safely 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 work or repair as the engineer may consider necessary . If the work or received 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 there of in writing.

RISKS

64.0 No Liability for War etc.

64.1 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 39 hereof prior to the occurrence of any special risk here in after mentioned, or to property whether of the OMFED or of third parties, or for in respect of injury or loss of life which is the consequence of any special risk as here in after defined. The OMFED shall indemnify and save harmless the Contractor against and from the same and against and from all claims, proceeding, damages, costs, charges and expenses whatsoever arising there out or in connection therewith.

64.2 If the works or 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 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, as 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 purposes of works.

64.3 Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bombshell, grenade or other projectile, missile, munition or explosive or war, shall be deemed to be a consequence of the said special risks.

64.4 The OMFED shall reply to 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 39 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 here in after contained in regard to out break of war, but Contractor shall be soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer there of in writing.

64.5 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 risk described in clause 20 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 of his Sub-

- Contractors arising from the conduct of the works, riot, commotion or disorder.
- 64.6** 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 64.8 hereof, terminate, but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 64.7** 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.
- 64.8** If the Contract shall be terminated as a forensic, the Contractor shall be paid by the OMFED, as in so far as much amount or items shall not have already been covered by payment on account made to the Contractor, for all works executed prior to the date of termination at the rates 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 services 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 material or goods reasonably procure 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 being 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 classes 64.1, 64.2, and 64.4.
 - e) The reasonable cost of removal of construction plant under clause 64.7 and, if required by the Contractor, returns thereof to the Contractor's main plant yard in his country of registration or to any other destination, at no greater cost.
 - f) The cost of repatriation of all the contractor's staff and workmen employed in or workmen employed in or in connection with the works at the works at the time of such termination provided always that against any payments due from the OMFED under this sub-clause, the OMFED shall be entitled to be created to with any outstanding balance due from the Contractor for advances in respect of constructional plant and materials and any other sums which at the date of termination were recoverable by the OMFED from the Contractor under the terms of the Contract.

65.0 Payment in the Event of Frustration

65.1 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 64 hereof if the Contract had been terminated under the provisions of clause 64 hereof.

66.0 Settlement of Disputes

66.1 If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or consider 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 decision. There upon the Engineer shall give his written instructions or decision within a period of thirty days of such request.

66.2 Upon the receipt of the written instructions or decisions, the Contractor shall promptly proceed without delay to comply with such instructions or decisions.

66.3 If the Engineer falls to give his instructions or decisions in writing within a period of thirty days after being requested, or if the Contractor is dissatisfied with the instructions and decisions appeal to the OMFED which shall afford an opportunity to the Contractor to be 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 basic evidence in support of his appeal.

66.4 If the Contractor dissatisfied with the decision, the Contractor within a 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.

67.0 Arbitration

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

68.0 Notices

68.1 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 served by sending by post to or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.

68.2 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 address nominated for that purpose.

68.3 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.

69.0 Taxation

69.1 The prices bid by the Contractor shall include all taxes, duties including sales Tax or works Contrast tax or turn over tax etc, that may be levied according to the laws and regulations on the constructional plant, material and supplies acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied on profits made by him in respect of the Contract.

69.2 The Contractor's staff, personnel and labour will be liable to pay personnel income taxes 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 thereof as may be imposed on him by such laws and regulations.

70.0 Bribery and Collusion

70.1 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 have offered as a bid to the OMFED by one or more Contractors.

70.2 In the event of such termination, the Contractor shall:

- a) Proceed as provided in sub clause 64.7 hereof, and
- b) Be paid by the OMFED as provided in sub clause 64.8 hereof, provided that any loss referred herein shall first be deducted.

71.0 Termination of Contract for OMFED'S convenience

71.1 The OMFED shall be entitled to terminate this contract at any time for its own convenience after giving 30 days prior notice to the Contractor, with a copy to the Engineer.

71.2 In the event of such termination the Contractor:

- a) Shall proceed as provided in sub clause 64.7 hereof, and
- b) Shall be paid by the OMFED as provided in sub clause 64.8 hereof.

SECTION III
SPECIAL CONDITIONS OF CONTRACT

1.0 The following Special conditions of Contract 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**

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

3.0 **Temporary Store Accommodation**

3.1 The Contractor shall at his own cost provide a temporary store accommodation of size 3M X 4M and shall provide electrical connection to the same. The Contractor, at his own cost, shall remove the structure after the completion of work.

4.0 **Water For Construction and Other Use**

4.1 Unless otherwise specified the Contractor shall be supplied water free of cost for the electrical works at one point in the site.

5.0 **Power (Electricity) Supply**

5.1 Power supply for carrying out the electrical works would be supplied by the OMFED, free of cost within 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. The temporary supply lines shall be removed and the Contractor shall clear the site after the completion of the work at his own cost.

3. The electrical power would not be used by the contractor for any fabrication works at site such as for making switch boards, DB, streetlight poles etc.& for temporary houses of their workers.

6.0 **Materials to be issued by the OMFED**

6.1.1 If the specification of the work provides for the use of any material of special description 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 as here in after mentioned being as practicable for the convenience of the Contractor, but not so as in any way to control the

meaning or the affect 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 plus 5% of its value towards wastage 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 has been prepared. After the completion of the works, the Contractor shall account for full quantity of the material supplied to him as per relevant clauses herein.

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

6.3 **Conditions for issue of materials.**

i) Materials specified as to be issued by the OMFED will be supplied to the Contractor by the OMFED from his stores as given in the schedule of material to be supplied by the OMFED in section VI of this bidding document. It shall be the responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of works at his own cost. The material shall be issued between the working hours and as per the rules of the OMFED as framed from time to time.

ii) The Contractor shall bear all incidental charges for the storage and safe custody of the materials at site after they have been issued to him.

iii) Materials as specified to be issued by the OMFED shall be issued in standard sizes and quantities obtained from the manufacturers.

iv) The Contractor shall construct suitable go down at the site of works for storing the materials safely against damage by rain, damage, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

v) It shall 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 delivered by the OMFED, 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 recovered from the Contractor pursuant to clause 1 hereof and clause 2.0 of section VI. Before commissioning the materials issued by OMFED, he shall test the same for their proper working and notify to OMFED, if any defects are formed out.

vi) 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.

vii) 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 arrangement 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 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.

viii) 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.

ix) 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.

x) 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.

xi) 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.

xii) The Contractor should see that only the required quantity of the materials are issued. The Contractor shall not be entitled to cartage or incidental charges for returning the surplus materials, if any, to the store wherefrom they issued or the place as directed by the Engineer.

xiii) Materials/equipments supplied by the OMFED shall not be utilized for any other purpose other than issued for.

xiv) Upon the completion of the works and the receipt of the unutilised materials

issued to the Contractor by the OMFED pursuant to clause 1.0 of section VI 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 2.0 of section VI, and the value thereof shall be recovered from the Contractor.

- 6.4** Notwithstanding anything contained to the contrary in any or all clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of the OMFED either by issue from owner stock or purchase made under order's, 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 maybe left with him after the completion of the Contract or at its termination for any reason whatsoever on his being or credited such price as Engineer shall determine having due regard to the condition of the materials. The price allowed to the Contractor, however, shall not exceed the account 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 the OMFED at double the item rate to at double the prevailing market rate of 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.

SECTION IV

TECHNICAL SPECIFICATIONS FOR ELECTRICAL INSTALLATION WORK

The following specifications will apply under all circumstances to the equipment to be supplied and installed against this contract and it is to be ensured that the contractor shall have obtain for himself at his own expense and on his own responsibility all the information which may be necessary for the purpose of submitting the tender and for entering into a contract keeping in view the specifications of installation and inspection of site etc.

1.0 INDIAN STANDARD SPECIFICATIONS

The following Indian Standard specifications amended as on date will apply to the equipment and the contract:

- | | | |
|----|--|------------------------------------|
| a) | Air circuit breakers | : IS 2516 - 1965
Part I Section |
| b) | Switch fuse units on cubicle switch boards | : IS 4047 –1967 |
| c) | Switch gear bus bars | : IS 375 –1963 |
| d) | H.R.C fuse links | : IS 2208 –1962 |
| e) | Distribution fuse boards | : IS2675 –1966 |
| f) | Enclosures for low voltage switch gear | : IS 2147 – 1962 |
| g) | P.V.C. cables | : IS 1554 –1964 |
| h) | Steel boxes for enclosure of electrical accessories | : IS 5133 -1964 part I |
| i) | Fittings for rigid steel conduits for electrical wiring | : IS 1653 – 1964 |
| j) | Rigid steel conduits for electrical wiring | : IS 1653 – 1964 |
| k) | Accessories for rigid steel conduits for electrical Wiring | : IS 3837 –1966 |
| l) | Switch socket outlets | : IS 4615 –1968 |
| m) | Three pin plug and socket outlets | : IS 1293 –1967 |
| n) | Switches for domestic and similar purpose | : IS 3854 –1966 |
| o) | PVC wires | : IS 694 -1964 part II |
| p) | Call bell and buzzers | : IS 2268 –1966 |

- q) Earthing : IS 3043 -1966
- r) Electrical wiring installation : IS 732 –1963
- s) Switchgear : IS 3072 –1965
- t) Lighting protection : IS 2309 –1969

Indian Electricity Rules 1956 amended as on date.

2.0 POWER CABLE WORK

2.1 Specification of Cables

Heavy duty, PVC insulated, PVC outer and inner sheath, armored, Al. conductor, cables suitable for 1100 volts A.C, as per IS 1554 (part-I-1964) of sizes as specified in schedule of quantities.

2.2 General Precautions for handling of cables

- 2.2.1 Before laying cables, these shall be tested for physical damage, continuity, absence of cross phasing, insulator resistance to earth and between conductors. Insulator resistance tests shall be carried out with 500/1000-volt megger.
- 2.2.2 The cables shall be supplied to site wound on wooden drum as far as possible. For smaller length and sizes, cable in properly coiled form can be accepted. The cables shall be laid by mounting the drum of the cable on drum carriage. Where the carriage is not available, the drum shall be mounted on a properly supported axle, and the cable laid out from the top of the drum. In no case the cable will be rolled on, as it produces kinks, which may damage the conductor.
- 2.2.3 Sharp bending and kinking of cables shall be avoided. The bending radius for PVC insulated and sheath armored cable shall not be less than 10 D where 'D' is overall dia of the cable.
- 2.2.4 While caving cables through G.I pipes and conduits, RCC pipe, ensure that size of pipe is such that, after caving cables, 40% area is free. After drawing cable, the end of GI pipes/conduits shall be sealed with cotton/bituminous compound. After drawing cables through RCC pipes, the ends shall be sealed with lean mortar of brickbat.
- 2.2.5 Electric power cables and telephone wires/cables shall not be laid in same trench, G.I./conduit/R.C.C pipe. Minimum distance of 400 mm between power and telephone wire/cable shall be maintained
- 2.2.6 Armored cables shall never be concealed in walls/floor/roads without G.I. pipes, conduit or R.C.C. pipes.

2.3 Laying of cables (underground System)

- 2.3.1 Cables shall be so laid in ground that these will not interfere with other underground structures. All water pipes, sewage lines or other structures, which become exposed by excavation, shall be properly supported and protected from injury until the filling has been rammed solidly in places under and around them. Any telephone or other cables coming in the way are to be properly shielded, diverted as directed by the site engineer.
- 2.3.2 Cables shall be laid at a minimum depth of 750 mm from existing ground level. Excavation will generally be in ordinary alluvial soil. The width of the trench shall be sufficient for laying of required number of cables.
- 2.3.3 Sand bedding 75 mm thick shall be made below and above the cables. A layer of bricks (full size) shall be laid over the cable, above sand bedding to cover cable completely. More than one cable can be laid in the same trench by providing sand between two cables. However, the relative location of cables in the trench shall be maintained till termination. The surface of the ground after back filling the earth shall be made good so as to conform in all respects to the surrounded ground and to the entire satisfaction to Site Engineer.
- 2.3.4 Joints in the cable throughout its length of laying shall be avoided as far as possible and if unavoidable, prior approval of site engineer shall be taken. If allowed proper straight through epoxy joint shall be made including preparing necessary bedding without any additional cost.
- 2.3.5 A aluminum loop of 3 Mtr. shall be provided on both ends of the cable, or after every 150 M of un-jointed length of cable, and on both ends of straight through cable joint. This additional length shall be used for fresh termination in future. Cable for this loop shall be paid for supply and laying. THE LOOP SHALL BE KEPT IN "S" FORM AND LOOPS OF DIFFERENT CABLES SHOULD NOT OVERLAP.
- 2.3.6 For all underground cables, route markers should be used:
- (a) i) Separate cable route marker should be used for L.T., H.T. and Telephone cables.
- ii) Standard specification of cable markers is as follow:
Galvanized cast iron plate with marking (LT/HT/Telephone cable) dia 150 mm with 600 mm long GI class 'B' 20 mm pipe riveted / bolted with this plate.
- iii) Route markers should be grouted in ground with 1:2:4 cement concrete pedestal size : 230 X 230 X 300 mm.
- iv) Cable markers should be installed at an interval not exceeding 50 M along the straight routes of cables at a distance of 0.5 M away from centre of cable with the arrow marked on the cable markers plate indicating the location of cable. Cable markers should also be used to identify change in direction of cable route and for location of every joint in underground cable. The typical sketch of a cable marker is shown in Sketch attached.
- 2.3.7 R.C.C. hume pipe for crossing road in cable laying shall be provided by OMFED. Similarly masonry/concrete trench inside building if required shall be provided by OMFED. However, 'A' class G.I. pipes/conduits for laying cables in walls in walls/floors/concrete block etc. near cable ends/if required shall be provided by contractor without any extra cost. Sealing of G.I. pipes/conduits, R.C.C. hume pipe, trenches etc. also shall be done by electrical contractor without any extra cost.

2.4 Laying of cable (in air)

- 2.4.1 If major length (more than 75%) of cable is in air above ground it would be considered laid in air where as if major portion (more than 75%) is in the ground and part length is in air, it would be considered as underground system.
- 2.4.2 Cables in air shall be laid in G.I. "A" class pipe or on cable treys, as specified in scheduled of quantities. Clamping of cables directly on wall surface shall not be allowed. Suitable aluminum clamps with aluminum cast saddles to be provided if a G.I pipe is laid on wall surface. For fixing cables on cable trays. Aluminum strip clamp of minimum 2-mm thickness shall be used. Providing and fixing of M.S. supports for cables tray would be done by electrical contractor without any extra cost.
- 2.4.3 Clause no. 4.3.4, 4.3.5, 4.3.7, of underground cables system shall be applicable to cable in air system also.

2.5 Termination and jointing of Cables.

- 2.5.1 On both ends of cables suitable size brass chrome plated (BP) heavy duty, double compression type cable glands shall be used before it enters terminal box /main L.T. panel /distribution board /sub-distribution board / joint box / cable box etc. Armour of cables shall be connected to earth point.
- 2.5.2 All the cores of PVC cables, 4 sq. mm. or more conductor size shall be connected at the ends with the help of appropriate size and type of socket / lugs. These sockets shall be of tinned copper or Aluminum alloy, and these shall be fitted on conductor by crimping process with appropriate crimping tool. Following is the recommended procedure for crimped joint and the same shall be followed:
- i) Strip off the insulation of the cable and with every precaution, not to sever on damage any strand. All insulation to be removed from the stripped portion of the conductor and ends of the insulation should be clean and square.
 - ii) The cable should be kept clean as per as possible before assembling it with the terminal socket. For preventing the ingress of moisture and possibility of re-oxidation after crimping of the aluminium conductor, the socket should be fitted with corrosion inhibiting compound. This compound should also be applied over the stripped portion of the conductor and the plam surface of socket.
 - iii) Correct size and a type of socket / ferrule / log should be selected depending of size of conductor, and type of connection to be made.
 - iv) Make the crimped joint by suitable crimping tools.
 - v) If after crimping the conductor in socket / log same point of the conductor remains with out insulation the same should be covered sufficiently with PVC tape.

3.0 Bus Bars

The bus bar shall be made of high conductivity Aluminium alloy, PVC sleeved, air insulated, and of adequate size, current density to be considered as 0.8 Amp/sq.mm for operation on 3 phase, 4 wire, 440 V, 50 Hz. AC supply system, as per IS 345-1963 with amendment till date. The bus bar shall be supported and separated by strong phylum sheet at close intervals to prevent bus bars sag and to effectively withstand electro-magnetic stresses in the event of a short circuit. Minimum clearance to be maintained for enclosed indoor air insulated bus bars working at system voltage up to 600 V shall be as follows:

Phase to earth	- 20 mm
Phase to phase	- 25 mm

Bakelite partition plates shall be provided between the feeder boxes and the bus bar chambers, in order to avoid, falling down of any nuts/bolts into the bus bar chambers while carrying out maintenance of the feeder components.

MINIMUM SIZE OF MAIN BUSBAR OF CUBICAL TYPE MAIN SWITCH BOARD TO BE – 40 x 6 MM

3.1.2 Components of switch boards

The panel shall be provided with switches, fuses, MIB, MCCB, meters and instruments etc. of size, capacity as specified in schedule of quantities. Only approved make, as selected by contractor in annexure III can be used for manufacture of switchboard.

3.1.3 Heavy and normal duty switch fuse units

Heavy duty switch board unit to be incorporated in the cubicle switch boards shall comply fully with the requirements of IS-4047 and all other switch fuse units shall comply with the requirement of IS: 4064. The switch fuse units shall be of the double break type, suitable for load break duty with quick make and quick break action shall be capable of making and breaking 300% of the rated current. The units shall be suitable for accommodating HRC cartridge fuse links. All switch contacts shall be silver-plated. The door of the unit shall be interlocked with the operating mechanism so as to prevent opening of the door when the switch is in 'ON' position and also to prevent closing of the switch with the door not properly secured. However, by releasing interlock, switch shall be able to operate in any door position. The interior arrangement of the switch shall be such that all live metal is shrouded. The moving contacts shall be mounted on their own operating shaft so that they can be removed as a complete sub-assembly to facilitate inspection and maintenance. The terminal connections of the unit shall be capable of taking the appropriate sites of cables with Aluminium conductors. For heavy duty switch units, the connections to the units from the bus bar and cables shall be terminated in pressure bolted joints inside the switch contacts, enabling needily removal of individual switch fuse unit from the front of the board if required. All normal duty switch fuse units shall have an external earthing terminal to enable the enclosure to be earthed.

3.1.4 HRC cartridge fuse links

The high rupturing capacity cartridge fuse links to be used in the switch fuse units, distribution boards and shall comply fully with the requirement of IS: 2215. The fuse links shall have a certified rupturing capacity of not less than 35 MVA at 440 volts.

3.1.5 Miniature circuit breaker (MCB)

These shall be suitable for 230/415 V, 50 Hz. AC supply and current rating as specified in schedule of quantities these shall be of sort circuit current of 3 V. A.C, Minimum at 230V. AC, long mechanical and electrical operation life, with over load stripping through accurately calculated thermal by metal strips and sort circuit timing through coil. Complete MCB should be housed in heat resistant molding. Over current tripping should result in switching off all poles automatically even if tripping only takes place in one pole. Miniature circuit breakers shall conform to BS-3871 (part-1) and IS: 9828-1978

3.1.6 Moulded case circuit breakers

The MCCBs shall be of triple pole construction arranged for simultaneous three-pole manual closing or opening and automatic intensions tripping on short circuits. Closing mechanism shall be quick make, quick break and trip-free type. 'ON', 'OFF' and 'Trip' indications shall be provided on the front cover with door interlocking facility. All feeders having MCCB shall be provided with neutral link complete with isolating link.

The MCCB shall be rated for continuous maximum duty as specified. The rating of the MCCB shall be as per the feeder details.

Rated breaking capacities shall be as under:

MCCBs up to 200 Amps	10KA
----------------------	------

250 to 800 Amps	35KA
-----------------	------

HRC fuses should be provided for MCCBs below 250 Amps rating to make there Rupturing capacity minimum 35 KA.

The control voltage shall be 240 V AC.

3.1.7 Measuring instruments

These shall be of square pattern having approximate dimensions 96mm X 96mm, flush mounting type. Necessary auxiliary instruments like CTs, Vats etc. are also included in the scope of supply.

All AC meters shall be of moving iron type having class 1.0 accuracy. Ammeters

for motor feeders shall have a non-linear compressed scale at the end to indicate starting current.

Voltmeter shall be suitable for direct line connection. Voltmeters shall be connected through fuses only.

Energy meters shall be suitable to measure unbalanced/balance load of 3-phase 3/4wire system.

Ammeters provided for switch fuse units shall be with rotary selector switches and these for motors shall be without selector switches.

All voltmeters shall be provided with selector Stitches.

Ammeters for 20 Amps and above shall be CT operated.

3.1.8 Current Transformers (CTs)

CTs shall be cast resin insulated type. Primary and Secondary terminals shall be marked indelibly. CTs shall preferably be mounted stationery parts. CT rating and ration shall bias per feeder ratings. These shall be capable of withstanding momentary short circuit and symmetrical short

Circuit current for 1 second. Neutral side of CTs shall be earthed. Protection CTs shall have low reactance accuracy class "SP" and an accuracy limit factor greater than "10" Instrument CTs shall be of accuracy class "1.0" and accuracy limit factor less than "5.0".

3.1.9 Earth leakage circuit breakers (ELCB)

These current operated ELCB's shall be suitable for 2/4 poles 230/415 V, 50 Hz. AC supply, current and sensitivity rating to be 70 A to 100 MA. These shall be able to withstand short circuit current of 3KA minimum at 230 V.AC and have long operational life. This shall incorporate highly sensitive relay to trip the circuit incase earth leakage. This shall have the facility to trip the circuit during interruption in the earth connection or loss of supply neutral. Over current tripping should be result in switching off all poles automatically even if tripping takes place in one pole. Earth leakage circuit breakers shall conform to BS- 4293. Circuit breaker having overload and short circuit protection (ELCB + MCB combination) of appropriate size may also be used instead of separate ELCB and MCB.

3.1.10 Connections

Connections to the bus bars shall be made by drilling holes. However, no holes shall be left in the bus bars. The bolts & nuts used for connections to bus bars shall be of Aluminum alloy of tinned forged brass. For tapping of connections from bus bars suitable size PVC insulated copper conductor, wire (minimum size 4.0 sq.mm) shall be used with suitable size and type of crimped lugs/cable sockets. For connection of feeder above 63 Amps, only Al. Alloy Links bus bar Link with PVC tapes shall be used. Suitable size cable boxes shall be provided for incoming / outgoing cable of sizes - more than 95 sq.mm. For all outgoing cables, cable alloys of suitable sizes in sides and taps, as required or proper cable connections/laying inside the panel shall be provided. Switchboard shall be suitable for Aluminum conductor PVC insulated incoming and outgoing cables. Removable gland plates shall be provided for cable entries.

3.1.11 Earthing

Two independent earthing points shall be provided outside the panel near bottom and these shall be inter connected with GI earthing bus bar of minimum size 40 * 6 mm. All earthing points inside the distribution board shall be interconnected to these earthing points with suitable size copper conductor PVC insulated wire.

3.1.12 Nameplates

Switch board/distribution board shall be provided with danger plate and name plates for all incoming and outgoing feeders. These nameplates shall be of PVC (black colour base & white letters engraved) screwed to panel. PVC identification ferrule number shall be used for all internal wiring.

3.1.13 Approvals

The drawing showing general arrangements and detailed wiring diagram for the switch board shall be submitted to employer for approval prior to manufacture and switch board shall be got inspected, prior to dispatch to project site. The complete switch board and its component shall conform to Indian Electricity Rules & relevant I.S.S. Approval if required from Electrical Inspector shall be obtained by contractor and changes if desired by Electrical Inspector, shall be carried out.

3.2 Electrical Distribution Boards

3.2.1 General

These shall be wall mounted, surface/flush type, indoor type enclosure, hinged front cover, dust and vermin proof fabricated out of 14 G mild steel sheet of commercial quality. All components such as switches, M.C.B. etc. to be so mounted inside the distribution boards, that only operating handles / knobs are visible outside the front hinged door. Detachable cable / conduit entry plates with required 25 mm dia knockouts shall be provided on top and bottom of D.B.

If distribution board is concealed and receiving incoming power from bottom of board by Armored cable through GI pipes, height of DB shall be increased suitably, so

that 3 mm thick gland plate can be fixed as shown in the attached sketch no. 24.

3.2.2 Painting

Same as clause no. 9.1.2 of cubicle switch boards.

3.2.3 Gaskets

Same as clause no. 9.1.3 of cubicle switch boards.

3.2.4 Bus bars

Same as clause no. 9.1.4 of cubicle switch board except that the minimum size of bus bars shall be 25 X 6 mm Al. Or 19 X 6 mm Copper.

3.2.5 Component of Distribution board

Same as clause no. 9.1.5 of cubicle switch board.

3.7.6 Connections

All interconnection shall be done suitable size minimum 4.0 sq.mm. Copper conductor PVC insulated wires with suitable size and type of crimped type plug. Arrangement shall be there for directly mounting of M.C.B on bus bars. The bolt nuts used for connections to bus bars shall be of Al. alloy or tinned and forget brass. Enough space shall be provided inside the distribution board to accommodate loop of surplus incoming and outgoing wires. For all line conductor PVC colour of wire would be Red, Yellow, Blue & that of natural to be Black .For accommodating natural wires of all incoming and outgoing circuits, suitable size connector or neutral bus shall be provided inside the distribution the distribution board.

3.2.7 Earthing

Two independent earthing points shall be provided inside the distribution board in case of 3 phase and one earthing point incase of single phase distribution system. An earthing bus of copper shall be provided inside the D.B.

3.2.8 Nameplates

Same as clause no.9.1.8 of cubicle switch boards.

3.2.9 Approval

Same as clause no. 9.1.8 Of cubicle switch boards except that sample approval of only one typical distribution board may be taken from employer.

4.0 COMPLITION TESTS

After supply and installation of complete project or a particular building/area, following tests shall be carried out by the contractor before switching on the power to installation & the results shall be recorded and submitted to the site engineer If results are satisfactory as per the standard set herewith, the contractor shall identify the defect /short coming and shall rectify the same. Nothing extra shall be paid for the carrying out these tests and contractor has to arrange all necessary instruction.

4.1 Insulation resistance to earth

This to be measured with all fuse links in place, all switches on, all lamps and appliances in position by applying a voltage not less than twice working voltage (subject to a limit of 500V). Insulation resistance of the whole or any part of the installation to earth must not be less than 50 megaohms divided by no of outlets (points and switch position.) except that it need not exceed 1 mega ohm for the whole installation.

4.2 Insulation resistance between conductors

Test to be made between all the conductors connected to one pole or phase conductor of the supply and all the conductors connected to the middle wire or natural or the other pole or phase conductor of the supply. For this test, all lamps shall be removed and all witches put on. The result of the test must be 50 Mega ohms divided by the number of outlets (point and switch positions) but need not exceed one Mega ohm for the whole installation

4.3 Polarity of single pole switches

Test shall be made to verify that all non-liked single pole switches are on phase conductor (Live) and not on the neutral or earthed conductor. This can be done by connecting test lamp between two terminals of switch and earth. If the lamplights up when switch in ON & either terminal is touched the switch is currently installed.

4.4 Resistance of metal conduits / sheaths (Earth continuity test)

In case of cable encased in metal whether conduit of metallic seething, the total resistance of the conduit or sheeting from the earthing point any other position in the completed installation shall not exceed 2 ohms. This can be carried out by the circuit shown in Annexure VII. One end of the leads connected to the ECC at its connection with the electrode and the other to the farthest point of the ECC. First, current through the circuit is measured with the resistance of 2 ohms short circuit by the link. Next, current is measured through the two ohms resistance by disconnection the two leads from the ECC and joining them together. If current is more in the first case, the resistance of ECC is than two ohms.

5.0 EARTHING AND LIGHTING PROTECTION (PART - IV) TRADE CODE 84

Item Code	Mode Of Measurement
01	Each plate type earthing pit shall be measured as one no.
02 TO 07	Total length as laid of continuity conductor shall be measured in meter. Overlaps shall not be measured. Measurement shall be restricted to 1st point after decimal.
08	Each lighting arrestor shall be measured as one no.
09	Total length as laid of roof conductor shall be measured in meter. Overlaps shall not be measured. Measurement shall be restricted to meter.
10	Each earthing pit shall be measured as one no.
11.	Length of PVC insulated cable to be measured in meters. (Portion of cable without outer insulation and armoring inside the distribution board / junction box / cable joint switch box also to be measured and paid. All loose inside the board / switch box / ground / trench also to be measured. No deduction in quantity or rate to be effected for more than one cable laid in same trench). No deduction in quantity or rate to be effected for cable laid in Hume pipe / GI, pipe / trench etc. provided by employer. Measurement to be restricted up to one point after decimal.
12.	Same as above.

6.0 APPROVED MAKES OF ITEMS

Sl No	Item Description	Approved makes.	Make selected by Contractor	
			1st preference	2nd preference
1.	PVC insulated, flexible, Al. Conductor wires	ATLAS, ELECTROCAB, BARCAS, RAJDHANI OR EQUIVALENT		
2.	PVC insulated Armoured, Al. conductor Power cables	UNIQUE, C.C.I. UNISTAR, GLOSTER OR EQUIVALENT		
3.	Flush types, piano Switches, sockets Outlet (5A & 15A)	ANCHOR, TRISUL ELLORA, VETO OR EQUIVALENT		
4.	Switch fuse units with HRC fuses (for Distribution Boards) (TPN & DP)	L&T, SIEMENS, CROMPTON ENGLISH ELECTRIC, HPL, STANDARD OR EQUIVALENT		
5.	Miniature Circuit Breaker (M.C.B.)	LOADCONTACT, SIEMENS, STANDARD KOPP, HAVAL, VER. SATRIP OR EQUIVALENT		
6.	Earth Leakage Circuit Breakers (ELCB)	ENGLISH ELECTRIC, HAGGER, DATAR OR EQUIVALENT		
7.	Moulded Case circuit Breakers (M.C.C.B.)	L & T, CROMPTON, SIEMENS, EE OR EQUIVALENT		
8.	Measuring Instruments	MECO, AUTOMATIC ELECTRIC, I.M.P.		
9.	Current Transformers	MECO, AUTOMATIC ELECTRIC, I.M.P., KAPPA		
10.	Energy Meters	G.E.C., UNIVERSAL, HAVEL, SIMCO OR EQUIVALENT		
11.	Telephone wires and cables	DELTON, NETCO, NICCO, FINOLEX OR EQUIVALENT		
12.	Industrial type Metallic plug sockets	CROMPTON, CUTLER HAMMER, BEST & CROMPTON		

13.Cable Glands COMET, DOWELS

Sr No.	Item Description	Approved makes.	Make selected by Contractor	
			1st preference	2nd preference

14. Cable Lugs DOWELS

Note:

1. For switch box and outlet box samples should be got approved from OMFED.
2. No make is being approved for following items. Drawings/ samples to be got approved by the contractor for these:
 - (i) Hylem sheet cover plate for switch boxes
 - (ii) Distribution boards
 - (iii) Electrical switch boards
 - (iv) Cable glands & sockets
 - (v) TV outlet boxes
 - (vi) G.I. wires & strips
 - (vii) Street light poles & brackets
 - (viii) M.S. Conduct pipe & Accessories
 - (ix) Flood light Tower
3. Tender should quote rates of various items considering supply/use of FIRST PREFERENCE MAKE OF MATERIAL SELECTED by them. Second preference make material would be accepted by OMFED, if satisfied that 1st preference make material can not be supplied/used by contractor due to any specific reasons. However, the final decision for accepting 2nd preference make or accepting only 1st preference make would be of OMFED.

**7.0 MAXIMUM CAPACITY OF CONDUITS FOR
THE DRAWING - IN OF 650 VOLTS GRADE PVC AL.WIRES**

Nominal Cross Sectional area. Sq. mm	Size of Conduit (mm)											
	19		25.4		31.8		38		51		63.5	
	S	B	S	B	S	B	S	B	S	B	S	B
2.5	5	4	8	6	12	10	--	--	--	--	--	--
4.0	3	2	6	4	8	7	--	--	--	--	--	--
6.0	2	1	5	3	8	5	--	--	--	--	--	--
10.0	2	--	4	3	6	5	--	--	--	--	--	--
16.0	--	--	2	--	3	2	5	4	--	--	--	--
25.0	--	--	--	--	2	1	4	3	6	4	8	6
35.0	--	--	--	--	--	--	3	2	5	4	7	5
40.0	--	--	--	--	--	--	22	5	4	7	5	
50.0	--	--	--	--	--	--	2	1	4	2	5	4

Note: This table shows the maximum capacity of conduit for the simultaneous drawing in the cables. The table applies to 650 volts grade wire/cables .the columns headed applies to runs of conduit which have distance not exceeding 4.25 m between draw- in- boxes and which do not deflect from the straight by an angle of more than15 deg. The columns headed B apply to runs of conduit which deflect from the straight by an angle of more than 15 deg.

SECTION –V
COMMERCIAL BID only for reference
For participation please visit e-procurement odisha

**SCHEDULE OF QUANTITY FOR POWER SUPPLY TO STATE CENTRAL
LABORATORY BUILDING AT OMFED DAIRY, ARILO-GOVINDPUR**

SL. NO.	DESCRIPTION	QTY.	UNIT	UNIT RATE in (Rs)	TOTAL AMOUNT
1	Supply of 3.5 x 185 sq. mm Alluminium Armoured cable with spare	595	mtr		
2	Supply of HDPE PE-80-PN-8 pipe	590	mtr		
3	Supply of LT panel comprising of Incoming: 400Amp, TPN SFU having a symmetrical breaking capacity of suitable Amp at 415V a.c. equipped with all accessories. Outgoing : a)TPN SFU 125 AMP with all accessories - 01 No b)TPN SFU 63 AMP with all accessories - 04 No	1	no		
4	Cable end termination kit	1	no		
5	Cable trench	300	mtr		
6	GI pipe 6" dia	20	mtr		
7	Chemical earthing	4	nos		
8	Metering unit of suitable size	1	no		
9	Labour charges for execution of above work	1	LS		

Note: Approximate quantities are given in the schedules for laying of cable / pipe. The contractor has to supply as per actual measurement at site.

SECTION -VI

FORM OF BID

Bidders are required to fill up all the blank spaces in this Form of Bid.

Name and address of OMFED : ORISSA STATE CO-OP. MILK
PRODUCERS' FEDERATION LTD,
D-2, Saheed Nagar,
Bhubaneswar-751007,
ORISSA.

Description of Works : SUPPLY, FIXING OF CABLE, PANEL
BOARD & ACCESSORIES AT THE
STATE CENTRAL LABORATORY, AT
OMFED DAIRY, ARILO-GOVINDPUR,
BARANG, CUTTACK

Dear Sir,

1.0 Having examined the bidding documents including Drawings, Conditions of Contract, specifications and Schedule of Quantities for the execution of above mentioned work, we, the undersigned offer to execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specifications and Schedule of quantities for the sum of Rs.

_____)
(Rupees _____)

or such other sum as may be ascertained in accordance with the said conditions.

2.0 We undertake, if our bid is accepted to commence the Works within 15 days of receipt of the Notification of Award, and to complete and deliver the whole of the - above said works comprised in the Contract within _____ * days calculated from the day of the receipt of the Notification of Award.

3.0 We our bid is accepted we will furnish a security in the form of a bank guarantee (to be approved by you) to with us in amount of the above named sum in accordance with the 10% 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 & until an Agreement is executed, this Bid, together with your written acceptance thereof, shall constitute a binding 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 _____ 19 _____

Signature _____

in the capacity of _____

duly authorized to sign the bid for and

on behalf of _____

(In capital letters)

* Number of days should be in confirmation to the period of completion given in Clause 1.3 of Section – I Instructions to Bidders.

SECTION VII
SCHEDULES OF SUPPLEMENTARY INFORMATION

The bidder shall provide the Supplementary Information as annexed, in the form of schedules mentioned hereunder. All these Supplementary Information shall be considered for one bid evaluation, and same in the contract execution. If the requisite information is not supplied by the bidder then the bid shall be considered non-responsible and shall be rejected.

- | | | |
|----|---------------|--|
| a) | Schedule I | Major items of constructional plan to be deployed by the bidder |
| b) | Schedule II | Key personnel. |
| c) | Schedule III | Nominated sub-Contractors |
| d) | Schedule IV | Major works successfully completed during the last five years . |
| e) | Schedule V | Statements of Bonus earned /Liquidity damages paid in the last five years. |
| f) | Schedule VI | Statements of Arbitration and Disputes in the last five years |
| g) | Schedule VII | Financial Business capability |
| h) | Schedule VIII | Work in hand |

SECTION –VII

SCHEDULE - I

Major items of Constructional Plant to be deployed by the bidder.

SL.No.	Description of Equipment	Nos. available with the bidder condition.	Nos. Proposed to be displayed at site.
1.	Multimeters		
2.	Crimping tools		
3.	Insulation Testers		
4.	Conduit bending machine		
5.	Wire men's tools		
6.	Distribution Board manufacturing Facilities.		

SECTION VII
SCHEDULED II
KEY PERSONNEL

1. Technical Personnel	No of persons with the bidder to be Employed Deployed for the project
------------------------	---

a) Senior Engineer

b) Site Engineer (Degree holder)

c) Junior Engineer (Degree holder)

2. Supervisory personnel

a) Supervisor (Degree holder)

b) Foremen

c) Electricians

3. Other key Staff

SECTION VII

SCHEDULE III

NOMINATED SUB CONTRACTORS

(List of works of values more than 10% of the contract value proposed to be sublet)

Sr No.	Description	Approx value Rs.	Name of the Sub-contractor	Place where similar works previously executed
-----------	-------------	------------------------	-------------------------------	---

SECTION VII

SCHEDULE IV

Major works successfully completed during the past five years:

Sl. No.	Name of Work	Place	Contract Reference	Name of Client	Value of Work	Time of completion	Date of completion
---------	--------------	-------	--------------------	----------------	---------------	--------------------	--------------------

SECTION VII
SCHEDULE V

Statement of Bonus earned/Liquidity damages (L.D) paid in the past year :

Sl No	Name Of Work	Place	Contract Reference	Value Of Work	Time Of Completion		Bonus/Ld

SECTION VII
SCHEDULE VI

Statement of Arbitration & Disputes in the last five years.

Sl No.	Name of work	Place	Contract reference	Name client	Value of work	Nature of Dispute	Award of Arbitration
--------	--------------	-------	--------------------	-------------	---------------	-------------------	----------------------

SECTION IX
SCHEDULE VII

Financial and Business capability.

1. Audited annual accounts / account 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 / Manger of a nationalised bank :
 - a. Share Capital :
 - Free reserves :
 - Other reserves :
 - b. Term loans from financial institution and Banks :
 - c. Current Liabilities :
 - Bank cash credit :
 - Others(Including sundry creditors) :
 - d. Provision :
 - 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 months :
less than 6 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 :

SECTION VII
SCHEDULE VIII

WORK IN HAND

Sr No.	Name of work	Contract reference	Name of client	Place of contract	Value of contract	Completion period date
-----------	-----------------	-----------------------	-------------------	----------------------	----------------------	-----------------------------

SECTION VIII
FORM OF AGREEMENT FOR INTERNAL ELECTRIFICATION WORK
on Non-judicial stamp paper of Rs. 60/-

THIS AGREEMENT MADE AND EXECUTED ON THIS DAY OF _____ BETWEEN THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS FEDERATION LTD, A BODY CORPORATE UNDER THE ORISSA COOP. SOCIETIES ACT , AND HAVING ITS REGISTERED OFFICE AT BHUBANESWER, (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 it's heirs successors, assignees, executors and administrator of the OTHER PART.

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

_____ and has by letter of Acceptance dated _____, accepted a bid by the Contractor for the execution completion & maintenance of such works,

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as a part of this agreement, viz
 - i) This Farm of Agreement
 - ii) The Letter of Acceptance
 - iii) The said bid and Appendix
 - iv) The Technical Specifications
 - v) The Schedule of Quantities
 - vi) The Drawings
 - vii) The Schedule of Supplementary information
 - viii) Special Conditions of Contract
 - ix) General Conditions of Contract
 - x) Scheduled Materials to be issued by Owner/OMFED
 - xi) 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 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, compete and maintain the works in conformity in all respects with the provisions of the contract.

* The bidder shall not fill up this form.

5) 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 WHERE OF the parties he to have caused, their respective Common Seals to be hereunto fixed the day, month and year first above written.

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

Authorized Signatory

ORISSA STATE CO.OP.MILK
PRODUCERS FEDERATION

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.

In the presence of:

WITNESS:

1) Signature
Name
Address

2) Signature
Name
Address

SECTION IX

Acceptable Forms of Bank Guarantees

Table of contents

SL.NO.	Description
1.0	Performance
2.0	Bid Security
3.0	Mobilization Advance Loan
4.0	Retention money

1.0 Performance of bank Guarantee for performance Security On Non-Judicial Stamp Paper of Rs 60/-.

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 ORISSA STATE COOPERATIVE MILK PRODUCERS FEDERATION LTD.(hereinafter referred to as OMFED) which expression shall unless repugnant to the context or meaning thereof includes its legal representative, successor or assigns.

Where as the ORISSA STATE COOPERATIVE MILK PRODUCERS FEDERATION LTD./its clients have awarded a contract-bearing no. _____ on M/S _____

_____ me and 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 ,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 ,successors and assigns will faithfully perform and fulfill everything within the bidding document and Contract order on their part to be performed or fulfilled , at the time of (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 OMNFED a sum of Rs.

(Rupees _____ only)

being 5% of the Contract value, in case the contractor, Their legal representatives and assignees do not faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations there under.

In case, the contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equivalent to 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 to 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 payable under this guarantee, without any

demur, merely on a demand from the OMFED stating that the amount claimed is due by way of non-performance of the 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 regard 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) whichever is later or till the OMFED certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharge the guarantee , unless a demand or a claim under this guarantee is made on us in writing by the OMFED on or before _____ we shall be discharged from all liabilities under this performance security hereafter.

We(the Bank), further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of 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 and conditions relating to the said bidding document 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 the OMFED to the said contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereafter posses 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 assets 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 instrument .

The bank agrees that the amount hereby guaranteed shall be due and payable to the OMFED on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by the 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 Rs. _____ (Rupees _____ only). The guarantee shall remain in force until and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date (The date of the expiry) all rights of the OMFED under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

PLACE:

Signature

DATE:

Seal

Code no.

NOTE : 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.

2.0 Proforma of Bank Guarantee for Bid Security On Non-Judicial stamp paper of Rs. 60/-

Bank Guarantee no.

Date:

This deed of guarantee made this _____ day of 19

(One thousand nine hundred and _____)

by (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 Representative's successors the assigns and the ORISSA STATE CO-OPERATIVE MILK PRODUCERS FEDERATION LTD.(Hereinafter referred as the OMFED) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

Where as the OMFED has invited bids for the Construction of the proposed by the tender notice no._____.

AND WHEREAS M/s

(Name and the Address of the bidders) who having submitted their bids (hereinafter referred to as he Tender) and have agreed to deposit to the OMFED and amount indicated in the tender notice as per the terms and conditions of the bidding documents. AND WHEREAS the OMFED is also willing to accept a Bank guarantee in list 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 address of the Bank) hereby undertake and guarantee to make payment to the OMFED the amount of bid security or any part there 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 guaranty during its currency except with the Previous consent of the OMFED in writing and the guarantee shall be continuant a irrevocable

Guarantee up to a sum of Rs. _____ (Rupees
_____ Only) provided always that any indulgence or
Forbearance on the part of the OMFED to the said bidder, with or without the consent of
the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any
event be a ground of defense by the Bank against the OMFED.

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

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 favor of the Bank any such securities
or fund or assets that the OMFED at its absolute discretion may vary, exchange, renew,
modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the
OMFED on OMFED's serving with a notice requiring the payment of the amount and such
Notice shall be served on the Bank either by actual delivery thereof to the Bank or by
Dispatching thereof by to the Bank by registered post at the address of the said Bank. Any

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

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

The guarantee shall remain in force until _____ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the OMFED under his 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.

3.0 Performa of Bank guarantee for Mobilization Advance Loan On Non-judicial stamp paper of Rs.60/-

In consideration of the ORISSA STATE CO-OPERATIVE MILK PRODUCERS FEDERATION LTD (hereinafter called " the OMFED ") having regard to grant Mobilization Advance of Rs. _____ (Rupees _____) to _____ M/S.

_____ having their office at _____ (hereinafter called "the said contractor ") under the terms and conditions of the work order no. _____ Dated _____ made between the OMFED and M/S _____ For _____

(Hereinafter called "the said work order") on production of Bank guarantee for (Rupees), we (the bank) do hereby undertake to pay OMFED an amount not exceeding Rs. _____ (Rupees _____) against any loss/damage caused to or suffered by the OMFED by reason of any break by the said contractor of any of the contractor contains in the binding documents.

We,(the Bank),do hereby undertake to pay the amounts due and payable under this guarantees without any demur merely on a demand from the OMFED stating that the amount claimed is due by any of loss or damage caused to or would be caused claimed to or suffered or the OMFED by reasons of any branch by the said Contractor of any of the terms and conditions contained in the Contractor of any of the term and condition contained in the contract or by reasons of the contractor's failure to perform the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee and shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

We, (The Bank), further agree that the guarantee remain contained shall remain in full force and Affect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the OMFED, under, or by virtue of the saidContract have been fully paid and it's claims satisfied of discharged or till OMFED certifies that the term and conditions of t he said contract have been fully and properly carried by the said Contractor and accordingly discharge the guarantee and unless demand or acclaim under this Guarantee is made on us in writing on or before _____, we shall be Discharged from all liabilities under this guarantee thereafter.

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 obligation hereunder to vary any of the terms and conditions of the said contract to extend the time of performance by the said Contactor from time to time or to postpone for any time or from time top time any of the Power exercisable by the OMFED against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be believed from our

Liability by reason of any such variation, or extension, or for any forbearance, act of omission on the part of the OMFED or any indulgence by the OMFED to the said Contractor or any such matter or thing what so ever which under the law relating to the sureties would but for this provision have effect of so reliving us.

We, (the Bank), lastly undertake not to the revoke this guarantee during its currency except with the previous consent of the OMFED in writing.

Notwithstanding anything started herein above the liability of the Bank guarantee is restricted to Rs. _____ (Rupees). The guarantee shall remain in force till the and unless the guarantee is renewed or a claim is preferred against the bank with guarantee shall cease and the Bank shall be released and discharged from the liabilities hereunder.

Place	Signature
Date	Seal
	Code no.

Note Contractor should ensure that Seal and Code no. of the Signature is put by the bankers, before the submission of the Bank guarantees.

- 2) The value of the bank guaranty shall be 10% of the Contractor value.

4.0 Proforma of Bank Guarantee for Retention money
On Non-judicial stamp paper of Rs. 60/-

Bank Guarantee no.

Date:

This deed of guarantee made this _____ day of 19__ (one thousand nine hundred and _____) by (Name and the address of the Bank), here in after referred to as the Bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successces and assigns and the ORISSA STATE CO-OPERATIVE MILK PRODUCERS FEDERATICN LTD. (hereinafter referred to as the OMFED) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

WHEREAS the OMFED has placed its Contract order bearing no. _____ dated on(name and address of the party) hereinafter called the Contractor, for the construction of _____ ANDWHEREAS the OMFED agreed to pay to the Contractor the retention money i.e. 5% of the value of the Contract on submission of a Bank guarantee of equal amount , which will be kept valid up to.

In consideration of the OMFED having agreed to pay to the Contractor Rs. (Rupees _____ only) being the retention money i.e. 5% of the value of the contract, we (the Bank), hereby undertake and guarantee to make repayment to the repayment to the OMFED of the said 5% amount or any part thereof which does not become payable to the Contractor by the OMFED in accordance with and subject to the terms and conditions of the said Contract. The Bank further undertakes not to revoke this guaranteed Suring its currency except with the previous consent of the OMFED in writing and this guarantee shall be a continuous and receivable guarantee up to a sum of Rs. _____ (Rupees _____ only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Contractor and the OMFED with or without the consent of the Bank or any alternations in the obligations of the parties or by an indulgence, incidences shown by the OMFED to the Contractor and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the OMFED. We do hereby undertake to pay an amount equal to 5% of the contract value being the amount due and payable under this guarantee without any demur, merely on a demand from the OMFED stating that the amount claimed is due to the OMFED. In case, the Contractor fails to perform or fulfill to a Contractor as per the terms and conditions agreed upon, the OMFED is entitled to demand an amount equal to 5% of the Contract value from

the Contractor and the demand made by the OMFED by itself will be Conclusive evidence and proof that the supplier has failed to perform or fulfill his obligations 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

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or here in 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 assets 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 instrument .

The Bank agrees that the amount hereby guaranteed shall be due and payable to the OMFED on OMFED's serving with a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatching thereof 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 to 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.

Notwithstanding anything contained here before our liability under this guarantee is restricted to Rs. _____ (Rupees only) being the amount of the retention money and it shall remain in force until and unless it is renewed for a further period or a claim is preferred against the bank within three months from the said date (date of expiry) all rights of the OMFED under the guarantee shall cease and the bank shall be released and discharged from the liabilities hereunder.

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 the Bank guarantees.

Proforma for Secured Advance

Certified that above materials I/We have actually brought at site and I/We have not previously received any advance on the same materials. These materials are the imperishable nature and are actually required for use of work in connection with items for which rates for finished work have been agreed upon the agreement has been signed and executed .The above materials on which secured advance is applied and our own property and free from encumbrances of any kind and I/We will indemnify the - FEDERATION against all claims to any materials in respect of which an advance has been made as aforesaid .

I/We shall make at my /our own cost all necessary and adequate arrangements for proper watch,

SAFE CUSTODY AND PROTECTION AGAINST ALL RISKS OF THE SAID MATERIALS AND THAT UNTIL USE IN CONSTRUCTION AS PER CONTRACT. THE SAID MATERIALS SHALL REMAIN AT THE SITE OF THE SAID WORKS IN THE CONTRACTORS CUSTODY AND ON HIS OWN RESPONSIBILITY AND SHALL AT ALL TIMES BE OPEN TO INSPECTION BY THE FEDERATION OR ANY OFFICER AUTHORIZED BY HIM. IN THE EVENT OF THE MATERIALS OR ANY PART THEREOF BEING STOLEN, DESTROYED OR DAMAGED OR BECOMING DETERIORATED. I/WE WILL FORTHWITH REPLACE THE SAME WITH OTHER MATERIALS OF LIKE QUALITY OR REPAIR AND MAKE GOOD, THE SAME AS REQUIRED BY THE FEDERATION.

It is hereby agreed and declared that notwithstanding any thing in the contract agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here in before contained shall become enforceable and money owing shall not be paid in accordance therewith the FEDERATION may at any time there after adopt all or any of the following courses as he may deem best.

- (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the FEDERATION on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the FEDERATION under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

Signature of Contractor
(SEAL)

Secured advance on materials Recommend

Site Engineer/OMFED

END