



THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

FTC CAMPUS, SEC-2, DHURWA, RANCHI – 834004
Ph.: +91-(0651) 2270046, MOB: 7544003404/7544003412,
Email: purchase@jmf.coop, Website: www.jmf.coop



INVITATION FOR BIDS (IFB)

FOR CIVIL WORKS FOR CONSTRUCTION OF

14 NO. 'MEDHA' MILK PARLOUR/MILK BOOTH CENTRES IN DEOGHAR HUB OF JMF AT DIFFERENT LOCATIONS IN DEOGHAR/ DUMKA/ GODDA DISTRICTS.

Single Stage – Two Envelop Bid

Tender No. : JMF-MKT-012-2023-24/0100

Date of Publication of Tender : 19 Jan. 2023

Last date for submission of Bids : 10 Jan. 2024 by 4:00 PM

Opening of Technical Bids:

Date: 10 Jan. 2024 at 04:30 PM

At Medha Dairy Plant.
Hotwar, (Khelgaon), Ranchi,
Jharkhand - 835217

Opening of Financial Bids:

Shall be notified to eligible bidders after
Evaluation of Technical Bid.

Name of Tenderer: _____

Address: _____

Tel./ Mob. no: _____

Email _____

Tender Document Fee: 2,000/-

EMD: Rs. 1,12,000/-

Filled in tender document duly signed & stamped in all pages of tender document should reach us on or before date at: Medha Dairy Plant, Beside Birsa Munda Central Jail, Hotwar, Ranchi.

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CHECKLIST

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Sr. No.	Item	Submitted Yes/ No		Remarks if any
(*) Checklist is Mandatory to fill and attached with technical Bid.				
1.	EMD (Bid security) in original or payment by NEFT/RTGS submitted to JMF, Ranchi before last date of receipt			
2.	Cost of the Tender document (Rs. 2,000 /- (Rupees Two thousand Only) submitted to JMF, Ranchi before last date of receipt of bids			
3.	Submitted following documents:			
i.	Certificate of incorporation of the firm (Company act/Partnership etc.)			
ii.	Registration certificate of GSTIN, PAN, PF, ESI, Registration if any			
iii.	Profit & Loss Statement, Balance sheet for last 5 financial years including audit report			
iv.	Copy of the Income Tax Returns for five previous years for income tax purpose.			
v.	Copy of TDS certificate issued by the client to substantiate the claim for the value of works executed in the private sector.			
vi.	Copy of form 26AS for the last three financial years.			
4.	Technical & Bidding Terms Deviation if any			
5.	Power of attorney submitted (If bid is signed by other than Director/MD)			



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TENDER NOTICE

The Jharkhand State Cooperative Milk Producers' Federation Ltd					
Near F.T.C Campus, Sec-II, H.E.C., Dhurwa, Ranchi – 834004					
Ph.: +91-(0651) 2270046/ 7544003404 / 7544003412					
Email id: purchase@jmf.coop , website: http://www.jmf.coop					
TENDER NOTICE					
Ref: JMF:Advt:192			Date: 19 Dec 2023		
Tenders are invited in SEALED ENVELOPE under two bid system (i.e. Technical & Financial Bids) from reputed eligible Bidders/Agencies for:					
Sl No.	Tender details	Tender /Bidding Document No.	Tender Fee (Rs.)	EMD (Bid Security) (Rs.)	Last Date & Time for bid Submission
1.	Civil Works for Construction of 02 Milk Booths at Dhanbad	JMF-MKT-012-2023-24/0101 Dt. 19.12.2023	1,000/-	11,000/-	By 30.12.2023 till 03:30 PM
2.	Supply of Empty PP Bottle -180 MI with Cap & Conduction Sealing Film at Medha Dairy Plant, Sahibganj	JMF-PP-012-2023-24/093, Dt. 19.12.2023	1,000/-	10,000/-	By 09.01.2023 till 03:30 PM
3.	SIC of 1000 CFM Rectangular Cabinet Fan and Ducting with all accessories and 500 CFM Inline Fan with all accessories at State Central Lab, Medha Dairy Plant, Hotwar, Ranchi	JMF-QA-012-2023-24/095, Dt. 19.12.2023	Nil	2,500/-	By 09.01.2023 till 04:00 PM
4.	SIC of Nitrogen Evaporator, Ultrasonic Bath and Refrigerated Centrifuge at State Central Laboratory Hotwar, Ranchi	JMF-QA-012-2023-24/096, Dt. 19.12.2023	1,000/-	6,500/-	By 09.01.2023 till 04:30 PM
5.	Supply of Various Laboratory Glasswares and Chemicals for State Central Laboratory at Medha Dairy Plant, Hotwar, Ranchi	JMF-QA-012-2023-24/097, Dt. 19.12.2023	1,000/-	12,500/-	By 10.01.2023 till 03:00 PM
6.	ANNUAL RATE CONTRACT for Supply of Corrugated Box (CBX) at Medha Dairy Plant, Hotwar, Ranchi.	JMF-PP-012-2023-24/099 Date: 19.12.2023	2,000/-	40,000/-	By 10.01.2023 till 03:30 PM
7.	Civil Works for Construction of 14 No. Medha Milk Parlors/Booth Centers at different locations in Deoghar, Dumka and Godda Districts.	JMF-MKT-012-2023-24/0100 Date: 19.12.2023	2,000/-	1,12,000/-	By 10.01.2023 till 04:00 PM
8.	SIC of Floor Standing Server, Accessories and Laptop at Medha Dairy Plant, Hotwar, Ranchi	JMF-ICT-012-2023-24/0102 Date: 19.12.2023	NIL	5,000/-	By 11.01.2023 till 03:30 PM

For further details, interested bidders may download the respective Tender Document from JMF web site www.jmf.coop and submit their Technical & Commercial Bids along with Tender fee & EMD in the manner specified.

The corrigendum, (if required), shall only be published in JMF website but not in any other media/newspapers.

For any clarification, please contact Head (Purchase), JMF, Hotwar, Ranchi, Jharkhand-834012.

N.B Bidders are requested to be in touch with our website till the date of opening of the bids in order to be informed about any corrigendum/modification etc. in the bid documents.

PR 313740 Jharkhand Milk Federation (23-24)_D

Managing Director, JMF





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INVITATION FOR BID

1.0 DESCRIPTION OF WORK:

The Jharkhand State Cooperative Milk Producers' Federation Ltd., having its Head Office at Farmers' Training Centre Campus Sector-II, Dhurwa, Ranchi- 834004", invites sealed item rate bids from eligible bidders for the following works:

CIVIL WORKS FOR CONSTRUCTION OF 14 NO. 'MEDHA' MILK PARLOUR/MILK BOOTH CENTRES IN DEOGHAR HUB OF JMF AT DIFFERENT LOCATIONS IN DEOGHAR/ DUMKA/ GODDA DISTRICTS.

2.0 ADDITIONAL INFORMATION:

2.1 **BoQ/ SoQ** : **Enclosed as Section-X.**

2.2 **BIDDING STAGE** : **SINGLE STAGE 2-ENVELOPE BIDDING**

Two Envelope Bidding- Technical cum Price bid- This is a two-envelope bid system. The bidder has to submit their Technical (including Commercial Terms & Conditions) and price bids at the same time in two separate envelopes, and both the envelopes to be put in a third envelop. The Technical bids will be opened on the bid opening date/time as mentioned in the bidding document. After evaluation of technical bids, the price bid of responsive bidders will be opened under intimation to technically qualified bidders, who may also attend the price bid opening, if they so desire.

2.3 Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the JMF, at the address given below.

3.0 REQUEST FOR BIDDING DOCUMENT:

A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application in duplicate, to the JMF and upon the payment of a non-refundable bidding document cost with a demand draft in favour of Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi for value equal to price of bidding document as specified in **clause 4 (b)** below.

Alternatively, the bidders can download the entire bidding document from the Website of JMF. **Bidders who choose to download the tender from our website and submit their bid, have to attach demand draft equivalent to the price of bidding document at the time of submitting their bids.**

4.0 BID DETAILS: Detailed terms and conditions as well as the technical specifications for all the items of works as indicated in the invitation for bid are contained in one bidding document.



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(a)	Bid reference	JMF-MKT-012-2023-24/0100
(b)	Price of bidding document (inclusive of GST Tax)	Rs. 2,000/- (Rupees Two Thousand Only)
(c)	Date of commencement of sale of bidding document	19 Dec. 2023
(d)	Last date for the sale of bidding document	10 Jan. 2024 till 03:30 PM
(e)	Last Date and time for receipt of bids	10 Jan. 2024 till 04:00 PM
(f)	Time and date of opening of bids (Technical Bids)	10 Jan. 2024 at 04: 30 PM
(g)	Place of opening of bids	Medha Dairy Plant, Hotwar, Ranchi
(i)	Address for communication	Head (Purchase) Medha Dairy Plant, Beside Birsa Munda Central Jail, Hotwar, Ranchi-835217 Tel: 0651- 2270046
(j)	Time of completion	15 Months
(k)	Amount of Bid Security	Rs. 1,12,000/-

5.0 PURCHASE OF BIDDING DOCUMENT IN PERSON: Bidders who desire to obtain bidding document in person by submitting written request and paying through demand draft may do so on any **working day from 11.00 hrs. to 17.00 hrs.** Only during the period of sale of bid documents as specified in **clause 4** hereof. Demand draft shall be prepared in favour of Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi.

6.0 PURCHASE OF BIDDING DOCUMENT BY COURIER/POST: Bidders may send request along with demand draft in favour of Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi of value equal to price of bidding document plus incidental charges, as specified in **clause 4(b) & 4(c)** hereof to the address of communication during the period of sale of bid document. Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi shall not take the responsibility for any delay in receipt of the bidding document if it is sent by courier /post.

7.0 DOWNLOADING THE DOCUMENT: <https://jmf.coop/tender/>

8.0 BID SECURITY: All bids must be accompanied by a bid security in the acceptable form as specified in the bidding document and must be delivered to the address of communication as stated above in **clause 4(i)** on or before the last date and time of receipt of bids as given in **clause 4.0 (f)** above.



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9.0 PRE-BID MEETING: Not Applicable for this bid.

10.0 OPENING OF BIDS: Bids will be opened in the presence of those bidders or their authorised representatives who choose to attend at the office of the Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi.

11.0 BID VALIDITY: The Bid shall remain valid for a period **of 120 (One Hundred Twenty) days** from the date of bid opening as mentioned above.

12.0 BID SECURITY VALIDITY: The bid security accompanying the bid shall be valid for **30 days** beyond the bid validity period.

13.0 TENDER DRAWINGS: Detailed Drawing/s are not attached with this bidding document and the same shall be available for reference at the office of the Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi, at the address of communication on all working days.

14.0 Statutory Compliances/ Requirement of the Tender in Short:

- Contractor has to submit test report of Sand, Bricks (red) & Aggregate & manufacturer certificate of Cement & TMT bars prior to use.
- Contractor has to submit mining challan of Bricks, Sand & Aggregate used in the project, else penalty/deductions as per rules of GoJ will be applicable in final settlement of bill.
- Labour cess as applicable will be deducted from final bill.
- Full filling all the statutory Compliances/ requirements post issue of the work order of this tender will be responsibilities of the contractor.
- Contractor has to provide Measurement Book (MB Book) for measurements of all the work done of the project.

15.0 The Jharkhand State Cooperative Milk Producers' Federation Ltd., Ranchi at its sole discretion & without assigning any reason thereof reserves the right to accept and / or reject any or all the bids.

Issued by
Managing Director,
The Jharkhand State Cooperative
Milk Producers' Fed Ltd., Ranchi



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SECTION- I

INSTRUCTIONS TO BIDDERS



THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

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SECTION 1. INSTRUCTIONS TO BIDDERS

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SECTION - I - INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 General Information:

1.1(a) Description of Works : **CIVIL WORKS FOR CONSTRUCTION OF 14 NO. 'MEDHA' MILK PARLOUR/MILK BOOTH CENTRES IN DEOGHAR HUB OF JMF AT DIFFERENT LOCATIONS IN DEOGHAR/ DUMKA/ GODDA DISTRICTS.**

(b) Owner : **Managing Director, Jharkhand State Cooperative Milk Producers' Federation Ltd.,**

1.2 Location and Area:

(a) Project site : The location of Milk Booth will be finalized by Officials of JMF as per land provided by Deoghar, Dumka & Godda District administration. Tentative locations of Milk Booth Construction are as follows and it may be changed as well as total numbers of Milk Booth Construction may also get reduced as per the availability of Land by local District Administration.

- I. Dumka District: a. Hansdiha b. Saraiyahat c. Nonihat d. Basukinath e. Jarmundi.
- II. Deoghar District: a. Pathalchatti b. Dudhaaniya c. Karaun
- III. Godda District: a. Kargil Chowk b. Rohtara Chowk c. Bus Stand Godda d. Hatiya Chowk e. Bodhi Chowk f. Urjanagar Mahgama

Note: Locations of Milk Booth Center's may be changed anywhere across Deoghar, Dumka & Godda district of Jharkhand based on the allotment of Land from Local Government administration.

(b) Nearest Railway Station: Madhupur

(c) Nearest Airport: Deoghar

(d) Nearest Major Town: Deoghar, Madhupur

1.3 Period of Completion:

The Period of completion shall be **as mentioned in the table in Section I** from the date of notification of award plus period of commencement from the date of letter of acceptance as indicated in **Appendix- I of Form of Bid (Section V), which shall include the non-working periods during monsoon and festivals.**



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2.0 Sources of Fund: NA

3.0 ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

- 3.1 This invitation for bid is open to all bidders from all eligible sources.
- 3.2 All goods and services to be supplied under this Contract shall have their origin in eligible source and all expenditures made under the Contract will be limited to such goods and services.
- 3.3 For the purpose of this clause, "Origin" means the place where the goods are mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing or processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose of utility from its components.
- 3.4 The origin of goods and services is distinct from the nationality of the bidder.
- 3.5 To be eligible for the award of Contract, bidders shall provide evidence satisfactory to the Jharkhand State Cooperative Milk Producers' Federation Ltd., of their eligibility under **sub-clause 3.1** above, 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 or certified true copies, defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
 - (B) Power of Attorney or a true copy thereof duly attested in case an authorised representative has signed the bid.
 - (C) Details of the experience and past performance of the bidder on works of similar nature within the past three years, and details of current work in hand and other Contractual commitments shall be submitted as per formats given in Schedule V and Schedule VII of Section VI respectively of this bidding document.
 - (D) Statement of arbitration/disputes in which the bidder is involved as prescribed in the **Schedule V of Section VI of this bidding document.**
- 3.6 **For the purposes of this particular Contract bidders shall meet the following qualifying criteria as minimum:**
 - a) That, bidder in the same name & style, should be in business at least for three years at the time of bid opening. In case of change of name of the bidder by merger /acquisitions/change in status, the bidder may be eligible based on the documentary evidence.



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- b) That, bidder should have valid registration under various act they may be applicable for the supply/contract proposed. This shall include but not limited to Income tax, Companies Act, Goods & Service Tax (GST), Welfare Cess Act apart from any other applicable tax-imposed time to time by State/Central Govt. and Employee State Insurance, Contract Labour, Provident Fund etc.
- c) **That, bidder's financial turn-over in the same name & style during each of the last three financial years (20-21, 21-22, 22-23) should not less than Rs. 56.0 Lakhs.**
- d) Copy of the Income Tax Returns for five previous years for income tax purpose.
- e) Copy of TDS certificate issued by the client to substantiate the claim for the value of works executed in the private sector.
- f) Copy of form 26AS for the last three financial years.
- g) Even though the bidder meets the specified criteria, it may be disqualified if it has:
 - i. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification and / or
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

4.0 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid and the Jharkhand State Cooperative Milk Producers' Federation Ltd. hereinafter referred to as 'JMF' will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.0 Project Site Visit:

- 5.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a Contract. The costs of visiting the site shall be at bidder's own expenses.
- 5.2 The bidder and any of his personnel or agent(s) will be granted permission by the JMF to enter upon the premises and lands for the purpose of such inspection but only upon the express condition that the bidder, his personnel and agent(s) from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss or damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.



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- 5.3 Each of the civil contracts, if executed at site under the circumstances of an operating plant which cannot be closed down for any reason, the site works of every nature has to be planned and executed with the knowledge of operational and processing routines at existing plant, as the plant will continue uninterrupted throughout the year. The execution of contract will be done with clear under-standing that their all staff and workers will have to strictly abide by the security rules and procedures that is followed by plant authorities during the concurrency of the contract.

B. BIDDING DOCUMENTS

6.0 Contents of Bidding Documents:

- 6.1 The set of bidding documents issued for the purpose of bidding includes the number of copies as stated below, together with any addenda there to issue in accordance with **clause-7** & any minutes of the pre-bid meeting issued in accordance with **clause-15**.

No. of copies	Volume	Section	Description
1	I	0	Invitation for Bid
1	I	I	Instructions to bidders
1	I	II	General Conditions of Contract
1	I	III	Special Conditions of Contract
1	II	IV	Technical Specifications
1	II	V	Form of Bid
1	II	VI	Schedule of Materials to be issued by owner/JMF
1	II	VII	Schedule of Supplementary Information
1	I	VIII	Form of Agreement
1	I	IX	Acceptable Forms of Bank Guarantees

- 6.2 The Bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to **clause-24**, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

7.0 Amendment of Bidding Documents: NA



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C. PREPARATION OF BIDS

8.0 Language of Bid:

The bid prepared by the bidder and all correspondence & documents relating to the bid exchanged by the bidder and the JMF shall be written in the **English language**. Supporting documents and the printed literature furnished by the bidder with the bid may be in another language provided if required an English translation of the same is provided. For the purpose of the interpretation of the bid, the **English language** shall prevail.

9.0 Documents Comprising the Bid:

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

- The form of bid along with Appendixes (**Refer Section IV**) thereto duly filled;
- The bid Security;
- The Schedule of Quantities duly filled (**Refer Section IX**);
- The Schedule of supplementary information (**Refer Section VI**), the information on eligibility and qualifications;
- The complete bidding document has to be returned along
- With bid as stated above.
- Alternative offers where invited, and any other materials required to be completed and submitted in accordance with the Instruction to Bidders (**Section I**) embodied in these bidding documents.

The forms, Schedule of quantities and Schedule provided in this 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 13.2** regarding the alternative form of (**Bid Security**))

10.0 Bid Prices:

10.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole works as described in the Invitation for bid based on the schedule of unit rates and prices submitted by the bidder.

10.2 The bidder shall fill in rates and prices for all items of works described in the schedule of quantities. Items against which no rate is entered by the bidder shall not be paid for by the JMF when executed and shall be deemed to have covered by the other rates in the schedule of quantities.



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10.3 All applicable **prevailing duties, taxes, work contract tax, GST (Goods & Service Tax), turn over tax and other levies** shall be payable by the bidder under the Contract or for any other cause, and shall be included in the rates and the prices and total bid price submitted by the bidder and the evaluation and the comparisons of bids by the JMF shall be made accordingly.

10.4 Fixed Prices:

The rates and prices quoted by the bidder shall be fixed for the entire duration of the Contract and shall not be subjected to adjustment on any account.

10.5 Price Variation: NA

11.0 Currency of Bid & Payment:

The unit rates and prices shall be quoted by the bidder entirely in Indian currency and all payment shall be made in Indian currency only.

12.0 Bid Validity:

12.1 Bids 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 JMF may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request shall not be permitted to modify his bid, but shall be required to extend the validity of his bid security correspondingly. The provisions of **clause 14** shall continue to apply during the extended period of bid validity.

13.0 Bid Security:

13.1 The bidder shall furnish, as part of the bid, a bid security for each package separately of the amount as specified in **clause 4 (k)** in the **Invitation for bid, Section 0**.

13.2 The Bid Security shall be denominated in Indian Rupees only, and shall be in one of the following forms.

a) A Demand Draft/ Bankers Cheque issued by a Nationalized Bank/ Schedule Bank / Foreign Bank having branches in India, drawn in favour of **"The Jharkhand State Cooperative Milk Producers' Federation Ltd"**, payable at Ranchi

b) In case of EMD submitted through NEFT/RTGS:



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1. Beneficiary Name	The Jharkhand State Co-op. Milk Producers' Federation Ltd
2. Bank & Branch	State Bank of India, Sector-II, H.E.C. Dhurwa, Ranchi- 834004
3. A/c No. to be credited	33842021519
4. RTGS/IFSC Code	SBIN0005596

13.3 Any bid not accompanied by an acceptable bid security pursuant to **clause 13.1 and 13.2** hereof shall be rejected by JMF 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 bidder(s) 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 JMF 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 agreement, or
 - (ii) Furnish the required performance security

14.0 Variation 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 drawings and specifications. Conditional bids are liable to be considered as non-responsive in accordance with **clause-24**.

15.0 Pre-Bid Meeting: Not Applicable.

16.0 Format and Signing of Bids:

16.1 The bidder shall prepare and submit the original copy of the documents comprising the bidding documents purchased by him.

16.2 All pages of the bidding documents shall be signed by person(s) duly authorised, to bind the bidder to the Contract. Proof of authorisation 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 initialled by the person(s) signing the bids.



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- 16.3** The complete bid shall be without alterations, interlineations or erasures except those in accordance with instructions issued by the JMF, or as necessary to correct errors made by the bidder in which case such corrections shall be initialled by the person(s) signing the bid. No over writing shall be permitted.
- 16.4** Only one bid may be submitted by each bidder. No bidder shall be allowed to participate in the bid in the name of another for the same Contract in any relation whatsoever.
- 16.5** The bidder shall quote the rate of each item both in figures and words.

D. SUBMISSION OF BIDS

17.0 Sealing and Marking of Bids:

- 17.1** The bidder shall submit the bid in two envelopes. The first envelop shall contain only the **bid security** with “**BID SECURITY**” clearly marked on the envelope whereas the second envelope shall contain the main bid duly marked as “**BID**” These two inner envelopes shall be put in a third outer envelope. The bidder shall seal the bid in inner and outer envelope, duly marking the envelopes as “**ORIGINAL**”.

Bidders who choose to download the tender from our website and submit their bid, have to attach demand draft equivalent to the price of bidding document at the time of submitting their bids.

- 17.2** The inner and the outer envelope shall be addressed to the address as given in the address for communication in **clause 4.0 (i)** of Invitation for Bid and shall bear the following identifications:
- i) Name of the Contract-as stated in the **clause 1.0** of Invitation for Bid.
 - ii) Reference No. of the bid-as given in the Invitation for Bid.
 - iii) Words “**DO NOT OPEN BEFORE**” (Mention the date and time of opening of the bid as given in **clause 4.0 of Invitation for Bid.**)
- 17.3** The inner envelope shall indicate the name and the address of the bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable.
- 17.4** If the outer envelope is not sealed and as marked as instructed above, the JMF shall not assume any responsibility for the misplacement or premature opening of the bid submitted. The bids received in open condition shall be recorded as “received open” and may be considered, provided it is received before the specified date and time.

18.0 Deadline for Submission of Bids:



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18.1 Bids must be received by the JMF at the address of communication on or before the date and time of submission as stated in **clause 4.0 in the Invitation for Bid.**

18.2 The JMF may, at its discretion, extend the deadline for the submission of bids by issuing an amendment in accordance with **clause 7** hereof, in which case all rights and obligations of JMF and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

19.0 Late Bids:

Any bid received by the JMF later than the dead line for the submission of bids as prescribed by the JMF in accordance with **clause 17** shall be returned unopened to the bidder.

20.0 Modification and Withdrawal of Bids

20.1 The bidder may modify or withdraw his bid after bid submission provided that the modifications or notice of withdrawal is received in writing by the JMF prior to the prescribed dead line for the submission of bids.

20.2 The bidder's modification or notice of withdrawal shall be prepared sealed, marked and delivered in accordance with the provisions of **clause 17** for the submission of bids, with the inner envelope additionally marked "MODIFICATION" OR "WITHDRAWAL" as appropriate.

20.3 Subject to **clause 23**, no bid shall be modified subsequent to the deadline for the submission of bids.

20.4 Withdrawal of the bid during the interval between the deadline for the submission of bids & the expiry of the period of bid validity shall result in the forfeiture of the Bid Security pursuant to **clause 13.**

E. BID OPENING AND EVALUATION

21.0 Bid Opening

21.1 The JMF will open the bids, including submissions made pursuant to **clause 20** in the presence of bidder's representatives who choose to attend, at the office of the Jharkhand State Cooperative Milk Producers' Federation Ltd., in the address of the communication at the time and date stated in the **clause 4.0** in the Invitation for Bid. The bidder's representatives who are present shall sign a register evidencing their attendance.

21.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to **clause 20.0** shall not be opened. The JMF 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.



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- 21.3 At the bid opening the JMF will announce the bidder's names, the bid prices, written notifications of bid modifications and withdrawals, if any, the presence of requisite bid security and such other details as the JMF may consider appropriate.
- 21.4 The JMF shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with **sub-clause 21.3.**

22.0 Process to be Confidential:

- 22.1 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.
- 22.2 Any effort by a bidder to influence the JMF 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.

23.0 Clarification of Bids:

- 23.1 To assist in the examination, evaluation and comparison of bids, the JMF 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 but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the JMF during the evaluation of the bids in accordance with **clause 25.**

24.0 Determination of Responsiveness

- 24.1 Prior to the detailed evaluation of the bids the JMF will determine whether each bid is substantially responsive to the requirements of the bidding documents.
- 24.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all terms, conditions and specifications of the bidding documents without material deviation or reservation.
- 24.3 If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by JMF and may not be subsequently made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

25.0 Correction of Errors:



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- 25.1 Bids determined to be substantially responsive will be checked by the JMF for any arithmetic errors in computation and summation. Errors will be corrected as follows:
- 25.2 “Where there is a difference between rates in figures and in words, the rates that corresponds to the amounts worked out by the bidders, shall be taken as correct. However, when the amount of an item is not worked out or it does not correspond with the rates written either in figures or words, then the rates quoted by the bidder in words shall be taken as correct. When the rates quoted by the bidders in figures and words tallies but the amount is not worked out correctly, the rate quoted by the bidders shall be taken as correct and not the amount.”
- 25.3 The amount stated in the form of bid will be adjusted by the JMF 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.

26.0 Conversion to Single Currency:

- 26.1 All bid prices shall be submitted in Indian currency only.

27.0 Evaluation and comparison of the Bids:

- 27.1 The JMF evaluate and compare only bids determined to be substantially responsive to the requirements of the bidding documents in accordance with **clause 24**.
- 27.2 In evaluating bids, the JMF will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to **clause 25.0**
- 27.3 The JMF 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 JMF shall not be taken in to account in bid evaluation.

F. AWARD OF CONTRACT

28.0 Award Criteria:

- 28.1 Subject to **clause 29**, the JMF shall award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents, technically acceptable and who has offered the lowest Evaluated bid price pursuant to **clause 27**, and provided further that the bidder has the capability and the resources to carry out the Contract



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effectively and has adequate technical and financial competence including record of satisfactory performance.

29.0 JMF'S Right to accept any Bid and to reject any or all bids.

29.1 Notwithstanding **clause 28** or any other clauses stated above, the JMF 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 Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the JMF's action.

30.0 Notification of Award

30.1 Prior to the expiry of the period of bid validity prescribed in the bid documents, the JMF will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract referred to as "**Letter of Acceptance**") shall name the sum which the JMF 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**")

30.2 The notification of the award will constitute the formation of the Contract.

30.3 Upon the furnishing by the successful bidder of a performance security in accordance with the **clause 32** the JMF may notify the unsuccessful bidders that their bids have been unsuccessful.

31.0 Signing of Agreement:

31.1 After notification to successful bidder about the acceptance of submitted bid, the bidder should submit Form of Agreement provided in the bidding documents within 15 days (**Section VIII**), incorporating all agreements between the parties.

32.0 Performance Security:

32.1 Within **30 days** of the receipt of the notification of the Award of the Contract from the JMF the successful bidder shall furnish to the JMF a performance security for an amount of **5% (five percent)** of the total Contract cost.

33.0 License and Permit for Goods/Services:

Unless stated otherwise, no license or permit shall be provided by Purchaser/ Owner/Project Authority for the Goods/Services being provided by contractor against this bid.



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The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- II GENERAL CONDITIONS OF CONTRACT





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SECTION II GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

- 1.0 DEFINITION AND INTERPRETATION:** 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 JMF and shall include its successors and assignees, as well as its authorised representatives.
- 1.2 CONSULTANT:** NA.
- 1.3 JMF** shall mean the Jharkhand state Cooperative Milk Producers' Federation Ltd.
- 1.4 ENGINEER** shall mean the Engineer or any other authorised representative of the JMF.
- 1.5 Architect** shall mean the architect appointed by JMF.
- 1.6 Structural Consultants** shall mean the Structural Consultants appointed by JMF.
- 1.7 Bidder** shall be the firm/party/individual who submits the bid against the Invitation for Bid.
- 1.8 Contractor** shall mean the successful bidder whose Bid has been accepted by the Owner and on whom a work order has been placed and shall include his heirs, legal representatives and assignees.
- 1.9 Sub-Contractor:** NA.
- 1.10 Contract price/rate** shall mean the prices/rates of the accepted Bid.
- 1.11 Contract** shall mean the work order along-with articles of agreement, the conditions, the appendix, the schedule of quantities, and/or specifications attached herewith.
- 1.12 "Notice in writing"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier/registered/ordinary post to the last known address or the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.



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- 1.13 “Engineer –In-charge”** means the site engineer designated as such or other Engineer appointed from time to time by purchaser.
- 1.14 Site** shall mean the actual place of the proposed project where work is to be executed under the Contract. It shall also include any other land allotted by the JMF for the Contractor's use.
- 1.15 Month** shall mean from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- 1.16 Week** shall mean seven consecutive days.
- 1.17 Day** shall mean a day from midnight to midnight.
- 1.18 Building** shall mean the proposed building (s), roads, fencing, sanitary and water supply, underground/overhead water tank etc. under the Contract.
- 1.19 Bid Security** shall mean the sum paid along with the bid as a token to bind the Contract.
- 1.20 Award** shall mean the written acceptance of Bid by the owner given to the successful bidder.
- 1.21 Performance Security** shall mean the amount pledged with the JMF while signing the agreement for faithful and satisfactory performance of the Contract.
- 1.22 Constructional Plant** shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the Works but does not include the materials or other things required /intended to form or forming part of the Works.
- 1.23 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 JMF/Engineer.
- 1.24 Drawings** shall mean drawings referred to in the specifications and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the JMF/Engineer.
- 1.25 Temporary Works** shall mean temporary works of every kind required in or about the execution or maintenance of works.
- 1.26 Permanent Works** shall mean the permanent works to be executed and maintained in accordance with the Contract.



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- 1.27 Works** shall include both temporary works and permanent works.
- 1.28 Approved/Approval** shall mean approval in writing, including subsequent written confirmation of previous verbal or written approval.
- 1.29 I.S.S.** shall mean Indian Standard Specifications
- 1.30 Government** shall mean the Government of India or any other State Government.
- 1.31 Tender** shall mean the Bid.
- 1.32 Headings and Marginal notes:**
All headings of and notes to the clauses of these Conditions of Contract or of and to the Specifications or any other bid document are solely for the purpose of giving concise indication and not a summary of the contents thereof, and they shall never be deemed to be the part of or be used in the interpretation or construction thereof or of the Contract.
- 1.33 Singular and Plural.**
In this Contract document unless otherwise stated specifically the singular shall include the plural and vice-versa wherever the context so requires.
- 1.34 Cost**
The cost shall be deemed to include overhead costs whether on or off the site.
- 1.35 Purchaser**
The organization who is purchasing the goods/services.

ENGINEER & ENGINEER'S REPRESENTATIVE

- 2.0 Duties and Powers 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** hereof;
 - (b) Certification of additional sums under **sub-clause 53(2)** hereof;
 - (c) Determination of an extension of time pursuant to **clause 44.0** hereof;



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- (d) Issuance of a variation order pursuant to **clause 52.0** hereof;
- (e) Fixing rates or prices for the additional works executed under the Contract pursuant to **clause 52.0** hereof.

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 or 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 neither under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Project Authority/ JMF, nor to make any variation of or in the works.

2.3 The JMF 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 thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (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 JMF 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 where from materials are being produced or are to be supplied, and the Contractor shall afford or procure for the Engineer every facility and assistance to carry out such inspection. The Contractor shall at all times during usual working hours and at all other times at which reasonable notice of the intention of the Engineer or the Engineer's Representative to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions, or have a responsible agent /representative duly



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accredited in writing present for the purpose. Orders given to the Contractor's agent/ representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than **three days'** notice in writing to the Engineer's Representative before covering up or otherwise placing beyond the reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above the same shall be uncovered at the Contractor's expenses for carrying out such measurement or inspection.

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.

3.4 Nothing in this clause shall in any way relieve the contractor from any warranty or other obligations under the contract.

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 of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or negligence of the Contractor, his agents, servants or workmen, provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause.





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CONTRACT DOCUMENT

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:

Except if and to the extent otherwise provided by the Contract, the provisions of the General Conditions and Special Conditions of the Contract shall prevail over those of any other documents forming part of the Contract. Several documents forming the Contract are to be taken as 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 Drawings: their Purpose and the Custody:

- 6.1 The Contract drawings read together with the Contract specifications are intended to show and explain the manner of executing the work and to indicate the type and the class of materials to be used.
- 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 aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer or the Engineer's Representative and by any other person authorized by the Engineer in writing. At the completion of the Contract the Contractor shall return to the Engineer all drawings issued under the Contract. The drawings and



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specifications issued are sole property of the Purchaser/ Consultants and these cannot be reproduced/ copied or used for any other works without a written consent of the Purchaser/ Consultant.

- 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 JMF/ Engineer within a reasonable time. The notice shall include the detail of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- 6.5** The contractor shall submit the following information, in triplicate, to the Engineer for approval within the time stipulated against each item below:
- a) A general layout plan of construction plant and equipment for the execution of work within **seven days** from the date of notice to proceed with the work; and
 - b) drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least **Seven days** prior to the commencement of the respective work.

7.0 Further Drawings and Instructions:

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

GENERAL OBLIGATIONS

8.0 Contractor's General Responsibilities:

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



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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 so to do enter into and execute a Contract Agreement, in the form provided at **Section VII (Form of Agreement)** with such modification as may be necessary.

10.0 Performance Security:

10.1 Within **30 days** of the receipt of the notification of the Award of the Contract from the JMF the successful bidder shall furnish to the JMF a performance security for an amount of **5% (five percent)** of the total Contract cost.

10.2 The proceeds of the performance security shall be payable to the JMF as compensation for any loss resulting from the Contractor's failure to complete his obligation 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 Jharkhand state Cooperative Milk Producers' Federation Ltd, payable at the place mentioned in the address of communication stated in the Invitation for Bid (Section O).
- b) A Bank Guarantee issued by a Nationalized Indian Bank or a foreign bank having branches in India. The acceptable form shall be strictly as Provided in **Section VIII (Acceptable Forms OF Bank Guarantees)** of the Bidding documents.

10.4 The bank guarantee (B.G.) shall be valid for the entire period of Contract including the Period of Maintenance (defects liability period) **plus 90 days**. The B.G. can be initially accepted for a period as per Banking norms, on written undertaking of contractor/ bidder that the BG shall be extended before its expiry & shall be kept valid till Period of Maintenance (defects liability period) **plus 90 days**. The validity of the bank guarantee shall be suitably extended in the event of extension of time of the Contract pursuant **to clause no. 44** herein.

10.5 The performance security shall be released by the JMF 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 cost, in actual execution, proportionate additional performance security shall be provided by the



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Contractor or recovered from the subsequent payments due to the contractor.

10.7 In the event of decrease in the Contract cost the performance security shall be proportionately adjusted on the completion of the work.

10.8 No interest shall be paid by JMF for the amount deposited as Performance security with the JMF.

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, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and accommodation 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 Contract and all matters and things necessary for the proper execution and maintenance of the Works.

13.0 Work to be to the Satisfaction of Engineer:

13.1 The Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions and directions only from 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 program showing the order of procedure in which he proposes to carry out the Works. The Contractor shall whenever be required by the Engineer, also provide in writing for his information a



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general description of the arrangements and methods which the Contractor proposes to adopt for the 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 program 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** hereof.

14.3 The submission to and approval by the Engineer of such programme 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 JMF.

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 authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter employ him on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instructions from the Engineer.

16.0 Contractor's Employees:

16.1 The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works:

- a) Only such technical assistants as are skilled and experienced in their respective fields and sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and



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- 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, misconduct 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, by the Contractor, from the works shall be replaced, by 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 and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time, during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer in which case the expense of rectifying the same shall be borne by the JMF. The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench- marks, sight-rails, pegs and other things used in setting- out the Works.

18.0 Boreholes and Exploratory Excavation:

18.1 If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provision of **Clause 52** hereof, unless a provisional sum in respect of such anticipated works shall have been included in Schedule of Quantities.

19.0 Watching and Lighting:

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



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20.0 Care of Works:

20.1 From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works pursuant to **Clause 49** hereof the Contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a Certificate of Completion in respect of any part of 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 responsibility for the care of that part shall pass to the Owner/ JMF. Provided further that the Contractor shall take the full responsibility for the care of any outstanding work which he shall have undertaken to finish during the Period of maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in **clause 20.3**, while the Contractor shall be responsible for the care thereof the Contractor shall, at his own cost, repair and make good the same, so that at completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provision of **Clause 66** hereof, repair and make good the same as aforesaid at the cost of the JMF. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under **Clause 50 or 51** hereof.

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

20.3 Excepted Risks:

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



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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** hereof, the Contractor shall prior to the commencement of the Works insure in the joint names of the JMF and the Contractor by naming JMF as the beneficiary against all losses or damages 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 JMF and the Contractor are covered for the period stipulated in **Clause 20.1** hereof for loss or damage arising from a cause, occurring prior to the commencement of the Period of maintenance.

- a) The Works for the time being executed to the estimated current Contract cost 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 effected with an insurer and the Contractor shall, produce to the Engineer/JMF 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 JMF 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 against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to: -

- a) The permanent use or occupation of land by the Works or any part thereof.



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- b) The right of the **JMF** to execute the Works or any part thereof on, over, under, in or through any land.
- c) Injuries or damage to persons or property which are the unavoidable result of the execution or maintenance of the Works in accordance with the Contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Engineer or other Contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect 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 The contractor shall indemnify JMF against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to **sub-clause (1)** of this Clause.

23.0 Third Party Insurance: NA

24.0 Accident or Injury to Workmen:

24.1 The JMF shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub- Contractor. The Contractor shall indemnify and keep indemnified the JMF 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 JMF, 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/ JMF 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 JMF is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Engineer/ JMF such policy of insurance and receipt for the payment of the current premium.



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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 Contractor shall further defend, indemnify and hold JMF 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 JMF 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 employee's contribution as per the first schedule of the ESI Act from wages and affix the employees' contribution cards at wages payment intervals. The Contractor shall remit and secure that agreement of the sub-contractor to remit, the employees' contribution as required by the Act. The Contractor shall maintain all codes and records as required under Act in respect of the employees and payment and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expense incurred for the contribution or maintaining records shall be to the Contractor's account.

The JMF shall retain such amount as may be necessary from the total Contract cost 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 **Clauses 21, 23 and 24** hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the JMF may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the JMF as aforesaid from any payment due or which may become due to the Contractor, or recover the same as a debt 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 by any National or State Statute, Ordinance, or Law, or any regulation, or bye-law of any local or other duly constituted authority in



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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 or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the JMF 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 JMF will repay or allow to the Contractor all such sums as the Engineer/JMF 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 structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the JMF and the Contractor be deemed to be the absolute property of the JMF. 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 JMF from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Constructional Plant, machine work, or material and for in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

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



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and footpaths to or of properties whether in the possession of the JMF or of any other person. The Contractor shall save harmless and indemnify the JMF in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

30.0 Extraordinary Traffic:

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



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of the JMF 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 JMF 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 JMF 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 JMF shall pay to the Contractor in respect of such use or service such sum or sums as shall, in the opinion of the Engineer, be reasonable.

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, at his own cost, 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 workmanlike condition to the satisfaction of the Engineer. However, for removal of surplus excavated earth & existing material, payment shall be made separately as per relevant tender item.

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 qualifications and experience from source within India.

34.2 JMF at their own discretion and convenience make available at the site, land for Contractor's field office, godown, workshop and assembly yard required for the execution of the Contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer.



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- 34.3** The personnel so engaged by the Contractor shall be the employees of the Contractor and there shall exist no probity of Contract between the personnel so engaged and JMF.
- 34.4** On completion of the works undertaken by the Contractor, he shall remove all temporary buildings 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 forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus material disposed off as aforesaid. The owner reserves the right to ask the Contractor any time during the tendency of the Contract to vacate the land by giving **7 days'** notice without giving any reason.
- 34.5** Land for residential accommodation for staff and labour may be made available at the discretion of the JMF / 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 alcoholic 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 recognised 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 peace and protection of persons and



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property in the neighbourhood 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 JMF copies of the licence under the Contract Labour Act, if required and obtained by the Contractor and his Provident Fund Number. The Contractor shall, if required by the Engineer, also deliver to the Engineer a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer may require.

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) Act, 1970, Payment 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 JMF in respect of all claims that may be made against the JMF for non-compliance 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 indemnified the JMF/Owner 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



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

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 any test ordered by the Engineer to ascertain the quality of the materials and the workmanship shall be borne by the Contractor.

37.0 Inspection 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 openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been put out of view after compliance with the requirement of **clause 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 JMF, but in any other case all costs shall be borne by the Contractor.

39.0 Removal of Improper Work and Materials:



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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 JMF 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 JMF or may be deducted by the JMF 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 paid by the JMF unless such suspension is :

- a) Otherwise provided for in the Contract, or
- b) Necessary by reasons of some default on the part of the Contractor, or
- c) Necessary by reason of climatic conditions on the Site, or
- d) Necessary for the proper execution of the Works or for the safety of the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the JMF 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 **seven 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 fifteen **days** from the date of



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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 ten **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 52** hereof, or, where it affects the whole Works, as an abandonment of the Contract by the Project Authority/ JMF.

COMMENCEMENT TIME AND DELAYS

41.0 Commencement of Works:

41.1 The Contractor shall commence the Works on Site within the period named in the **Appendix to the Tender (Form of Bid)** 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 of 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 JMF 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 portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said programmes or proposals, as the case may be. If the Contractor suffers delay from the failure on the part of the JMF 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.

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



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43.0 Time for Completion:

43.1 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 provisions of **Clause 49** hereof, within the time stated in the Contract or such extended time as may be allowed under **Clause 44** hereof.

43.2 Upon acceptance of the bid, the contractor shall submit to JMF for his approval a comprehensive work programme in the form of **Bar chart** indicating the critical activities as well. After approval by JMF, the contractor shall strictly adhere to the sequence of activities stated therein. The contractor shall review the actual progress of work in each month, in relation to the approved programme and shall inform JMF. The submission to and approval by the JMF of the programme shall not relieve the contractor of any of his duty and responsibility under the contract.

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 conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the Works, the Engineer shall determine the amount of such extension and shall notify the JMF 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 practicable, submitted to the Engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

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 hereinafter 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 carry out by rotary or double shifts.

46.0 Rate of Progress:



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46.1 If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any section is at any time, in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the Works or such section by the prescribed time 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 Engineer under this Clause, the Contractor shall seek the Engineer's permission to do any work at night, such permission shall not be unreasonably refused.

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 JMF the sum at the rate of **0.5% (zero point five percent)** of the amended up-to date total contract cost as liquidated damages for such default and not as a penalty for **each completed week** (week comprising of **7 days** including holidays and any incomplete week shall be ignored for the calculation of liquidated damages) which shall elapse between the time prescribed by **clause 43** hereof and the date of certified completion of the particular Works. The JMF may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

47.2 The aggregate maximum of the liquidated damages payable to the JMF under this clause shall be subject to a maximum of **10% (ten percent) of the total order / Contract cost** (i.e. value indicated in letter of acceptance or any subsequent amendment, accepted by the contractor).

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 Owner/JMF, the liquidated damages for delay shall, for any period of delay after such certificate be reduced in the proportion which the value of the part or section so certified bears to 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 Bonus for Early Completion: NOT APPLICABLE

49.0 Certification of Completion of Works:



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- 49.1** When the whole of the Works have been virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the period of Maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Engineer to issue a Certificate of Completion in respect of the Works. The Engineer shall, on receipt of such notice either issue to the Contractor, a Certificate of Completion stating the date on which, in his opinion, the Works were virtually completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting virtual completion that may appear after such instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such Certificate of Completion, or on the completion, to the satisfaction of the Engineer, of the works so specified and making good any defects so notified.
- 49.2** Similarly, in accordance with the procedure set out in **sub- clause (1)** of this Clause, the Contractor may request and the Engineer shall issue a Certificate of Completion in respect of :-
- a)** Any section of the Permanent Works in respect of which a separate time for completion is provided in the Contract and
 - b)** Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and occupied by the JMF/ Owner.
- 49.3** 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.
- 49.4** 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)

50.0 Definition of Period of Maintenance:



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- 50.1** In these conditions the expressions the expression "Period of Maintenance" shall mean the period of maintenance named in the appendix to the tender, calculated from the date of completion of the works, certified by the engineer in accordance with the **clause 49** hereof, or, in the event of more than one certificate having been issued by the engineer under the said clause, the period of maintenance the expression the " the works" shall be constructed accordingly.
- 50.2** 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 JMF in the condition required by the contract, fair wear and tear expected, to the satisfactory 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, shrinkage 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.
- 50.3** 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 obligation, expressed or implied, on the Contractor's part under the Contract.
- 50.4** If the Contractor shall fail to do any such work as aforesaid required by the Engineer, JMF 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 JMF or may be deducted by JMF from any payment due or which may become due to the Contractor.
- 51.0 Contractor to Search:**
- 51.1** The Contractor shall, if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Works or in the Period of Maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by JMF. 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.



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ALTERATIONS, ADDITIONS AND OMISSIONS

52.0 Variations:

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

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

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

52.2 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.

53.0 Valuation of Variations:



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53.1 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 rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Engineer and the Contractor. For settling the rates of the extra items, the contractor's cost for overheads and profits shall be taken as **15% (fifteen percent)** of the materials, labour cost etc. In the event of disagreement, the Engineer shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

53.2 Provided that if the nature or amount of any omission or addition 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.

53.3 In case of any class of work for which there is not such specification supplied by JMF as is mentioned in the tender documents such work shall be carried out in accordance with Indian Standard Specifications and if the I.S.S. do not cover the same the work should be carried out as per the standard Engineering practice subject to the approval of the Engineer.

Provided also that no increase or decrease under **clause 53.1** or variation of rate or price under **clause 53.2** of shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter 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.

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

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorise payment to be made for any such work or expense, notwithstanding the Contractor's



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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

54.0 Plant, etc., Exclusive Use for the Works:

54.1 All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the 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.

54.2 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.

54.3 JMF 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 **Clauses 20 and 66** hereof.

55.0 Approval of Materials, etc., not Implied:

55.1 The operation of **Clause 54** hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

MEASUREMENT

56.0 Quantities:

56.1 The quantities set out in the Schedule of Quantities **for Civil** 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 fulfilment of his obligations under the Contract.

57.0 Works to be Measured:

57.1 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



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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 drawings, the Engineer shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall, within 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 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.

58.0 Method of Measurement:

58.1 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. Only the latest editions of all the codes of practices including all latest official amendments and revisions shall be applicable.

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

NOMINATED SUB-CONTRACTORS

59.0 Definitions of "Nominated Sub-Contractors":

59.1 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 Project Authority/ JMF 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 or services, be deemed to be sub-Contractors employed by the Contractor and are referred to in this Contract as "nominated Sub-Contractors".

59.2 The Contractor shall not be required by the Project Authority/ JMF or the Engineer or be deemed to be under any obligation to employ any nominated Sub-Contractor against whom the Contractor may raise



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reasonable objection, or who shall decline to enter into a sub-contract 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 obligations and liabilities as are imposed on the Contractor towards the Project Authority/ JMF by the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and
- b) That the nominated Sub-Contractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Sub-Contractor, his agents, workmen and servants and from and against any misuse by him 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.

59.3 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 shall 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, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities.

59.4 For all work executed or goods, materials, or services supplied by any 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 53** 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.



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59.5 Before issuing, under **Clause 60** 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 reasonable proof that all payments, less retention, included in previous certificates in respect of the work or goods, materials or services of such nominated Sub-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 payments and
- b) Produce to the Engineer reasonable proof that he has so informed such nominated sub-contractor in writing,

JMF shall be entitled to pay to such nominated sub- contractor direct, upon the certificate of the Engineer, all payments, less retention, 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 JMF from any sums due or which may become due from JMF to the Contractor. Provided always that, where the Engineer has certified and JMF 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, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

59.6 In the event of a nominated sub-contractor, as hereinbefore defined, having undertaken towards the Contractor in respect of the work executed, or the goods, materials or services 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 JMF, at its request and cost, the benefit of such obligation for the unexpired duration thereof.

CERTIFICATE AND PAYMENT

60.0 Interim Payment Certificate:

60.1(a) The Contractor shall submit a bill or shall submit measurement of works executed for the preparation of the bill on computer of JMF for interim payment in 3 copies to the Engineer on a specified date in each month in a form approved by the Engineer. The bill for interim payment shall include the following items, as applicable, which shall be taken in to account in the sequence listed: -



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- i) The estimated Contract cost of the Permanent Works executed since the submission of the last bill, obtained by applying the base unit rates and prices in the Schedule of Quantities measured by the Engineer pursuant to **clause 57**. Additional part payment of an item in respect of initial part certification shall be admissible in the interim payment bill.
- ii) The estimated Contract cost of the Permanent Works as obtained above executed up to the previous bill;
- iii) The cumulative estimated Contract cost at base unit rates and prices of the Permanent Works up to the bill in question obtained by adding (i) and (ii) ;
- iv) The cumulative amounts approved in respect of extra items executed up to the bill in question, obtained by applying the rates approved.
- v) An amount reflecting any changes in cost pursuant to **clause 71 (Refer Clause 11.0 of Vol I Section I of this bidding document)** hereof;
- vi) Any amount to be withheld under the retention provisions of **clause 60.3**;
- vii) Any credit or debit for the period in question in respect of materials on site intended for, but not yet incorporated in, the Permanent Works in the amount and under the conditions set forth in **clause 60.2**;
- viii) Any amount to be deducted on account of the mobilisation advance under the provisions set forth in **clause 60.5**.
- ix) Any other sum to which the Contractor may be entitled under the Contract.
- x) Deductions of Income tax shall be made on the gross amount of each bill as per the provision of the Income tax Act.
- xi) Any amount to be deducted on account of water charges and power supply, if any, pursuant to **clause 5.4 & 6.2 of Section III, Special Conditions of Contract**.
- xii) Any amount to be deducted on account of materials issued to the Contractor pursuant to **clause 7.1 of section III, Special Conditions of Contract**.



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60.1(b) Within a reasonable period or any other agreed period of the receipt of the said bill with all required supporting documents for interim payment, it shall be approved or amended such that, in the Engineer's opinion, the certificate reflects the amount due to the Contractor in accordance with the Contract. In cases where there is difference of opinion as to the value of any item, the Engineer's view shall prevail.

60.2 Secured Advance for Material: Not Applicable

60.3 Retention Money:

- a) A retention amounting to **5.0%** of the amount included in any monthly interim payment certificate pursuant to **clause 60.1** due to the Contractor on account of the Permanent Works executed by him shall be made by the Engineer in the first and following certificates until such time as the cumulative total of such deductions shall amount to **5%** of the total actual value of Work to be done;
- b) If the Contractor so requests, JMF may pay the cumulative amount of retention money to the Contractor upon lodgement with JMF of a Bank guarantee issued by a **Nationalised Indian Bank**, or a **foreign bank having branches in India**. The acceptable form of Bank guarantee shall be strictly as given in **Section VIII** of the bidding document.
- c) Retention money in full shall be released to the Contractor upon successful completion of works along with full and final settlement of the contract. Provided always that, if at such time there shall remain to be executed by the Contractor any works ordered during such period pursuant to **clause 50 and 51 hereof**, JMF shall be entitled to withhold payment until the completion of such works of so much of the balance of the retention money as shall, in the opinion of the Engineer, represent the cost of the works so remaining to be executed; and
- d) No interest shall be paid by JMF to the Contractor for the amount withheld as Retention Money.

60.4 The Engineer may by any Interim Payment Certificate make any corrections or modifications in any previous bills (other than one purporting to be a Final payment certificate) which shall have been issued by him and shall have power to modify or withhold any Interim Payment Certificate if the works or any part thereof are not being carried out to his satisfaction.

60.5 Mobilisation Advance Loan: Not Applicable for this contract



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60.6 All interim payments shall be treated as advance payments. On completion of the entire work, the Contractor shall submit his final bill. After verifying the final bill, JMF will issue to the Contractor a statement (hereinafter called as the Final Account statement). The Contractor shall return the Final Account Statement duly signed as an acknowledgement of full and final value of work performed under the Contract and full & final settlement of the payment. On receipt of this statement back from the Contractor, the final payment shall be released.

61.0 Approval only by Maintenance Certificate:

61.1 No certificate other than the Maintenance Certificate referred to in **Clause 62** hereof shall be deemed to constitute approval of the Works.

62.0 Maintenance Certificate:

62.1 The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer and delivered to JMF 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 50 and 51 hereof**, shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by JMF.

62.2 JMF 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.

62.3 Notwithstanding the issue of the Maintenance Certificate the Contractor and, subject to **clause 62.2**, JMF shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

REMEDIES AND POWERS

63.0 Default of Contractor:



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

- a) Has abandoned the Contract, or
- b) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for **10 days** after receiving from the Engineer written notice to proceed, or
- c) Has failed to remove materials from the site or pull down and replace work for **10 days** after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- d) Despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the Contract, or is persistently neglecting to carry out his obligations under the Contract, or
- e) Has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sub-let any part of the Contract.

Then JMF may, after giving **15 days'** notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from and without thereby avoiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on JMF or the Engineer by the Contract, and may himself complete the works or may employ any other Contractor to complete the works. JMF 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 JMF may at any time, sell any of the said Constructional Plant, temporary works and unused materials including invocation of bank guarantees and apply the proceeds of sale in or towards the satisfaction of any sum(s) due or which may become due to him from the Contractor under the Contract .

63.2 The Engineer shall, as soon as may be practicable after any such entry and expulsion by JMF, fix and determine **ex parte**, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work than actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant and any temporary works.



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63.3 If JMF shall enter and expel the Contractor under this clause, it shall not be liable to pay to the Contractor any money on account of the Contract until the expiry of Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by JMF have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum(s), if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to JMF the amount of such excess and it shall be deemed a debt due by the Contractor to JMF and shall be recoverable accordingly.

63.4 In such event, JMF shall charge **15%** overhead to cover the departmental charges and the same shall be recovered from the Contractor.

63.5 No credit shall be allowed to the Contractor in case the amount spent by JMF for a particular item which shall be less than the amount payable as per the tender amount.

64.0 Urgent Repairs:

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

SPECIAL RISKS

65.0 No Liability for War etc.:

65.1 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 hereinafter mentioned, or to property whether of JMF or of third parties, or for or in respect of injury or



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loss of life which is the consequence of any special risk as hereinafter defined. JMF shall indemnify and save harmless the Contractor against and from the same and against and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising there out or in connection therewith.

65.2 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.

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

65.4 JMF shall repay 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 risk, 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 hereinafter contained in regard to outbreak of war, but Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

65.5 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 and arising from the conduct of the works, riot, commotion or disorder.



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- 65.6** 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 endeavours to complete the execution of the works. Provided always that JMF 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 65.8** hereof, terminate, but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 65.7** If the Contract shall be terminated under the provisions of the last preceding sub-clause the Contractor shall, with all reasonable despatch, remove from the site all constructional plant and shall give similar facilities to his sub-Contractors to do so.
- 65.8** If the Contract shall be terminated as aforesaid, the Contractor shall be paid by JMF, as in so far as much amount or items shall not have already been covered by payments on account made to the Contractor, for all works executed prior to the date of termination at the 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 service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer of any such items, the work or service comprise in which has been partially carried out or performed.
 - b) The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor, or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of JMF 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 insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.
 - d) Any additional sum payable under the provision of the **clauses 65.1, 65.2, and 65.4.**
 - e) The reasonable cost of removal of construction plant under **clause 65.7** and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to any other destination, at no greater cost.



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- f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed in or in connection with the works at the time of such termination.

Provided always that against any payments due from JMF under this sub-clause, JMF shall be entitled to be credited with any outstanding balances 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 JMF from the Contractor under the terms of the Contract.

66.0 Payment in the Event of Frustration:

- 66.1 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 JMF to the Contractor in respect of the work executed shall be the same as that which would have been payable under **clause 65** hereof if the Contract had been terminated under the provisions of **clause 65** hereof.

67.0 Settlement of Disputes:

- 67.1 If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any drawings, record or ruling of the Engineer on any matter in connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer in writing, for written instructions or decision. There upon the Engineer shall give his written instructions or decision within a period of fifteen **days** of such request.
- 67.2 Upon the receipt of the written instructions or decisions the Contractor shall promptly proceed without delay to comply with such instructions or decisions.
- 67.3 If the Engineer fails to give his instructions or decisions in writing within a period of fifteen **days** after being requested, or if the Contractor is dissatisfied with the instructions and decisions appeal to JMF which shall afford an opportunity to the Contractor to be heard and to offer an evidence in support of his appeal. JMF shall give a decision within a period of twenty **days** after the Contractor has given the said evidence in support of his appeal.
- 67.4 If the Contractor is dissatisfied with this decision, the Contractor within a period of **twenty 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.



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68.0 Arbitration:

In the event of any dispute in the interpretation of the terms and conditions of this order/ agreement or difference of opinion between the parties or any point in the order / contract arising out of or in connection with the agreement/ accepted order/ contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the order, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of **sole arbitrator** to be appointed by "JMF" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the **Indian Arbitration and Conciliation Act of 1996** and the rules thereunder or any statutory notification thereof for the time being in force. In the order/ contract, the venue of such arbitration shall be Ranchi (**Jharkhand**) and courts at Ranchi alone shall have jurisdiction regarding any matter arising out of order/ contract.

69.0 Notices:

- 69.1** All certificates, notices or written orders to be given by JMF 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.
- 69.2** All notices to be given to JMF or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective addresses nominated for that purpose.
- 69.3** 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.

70.0 Default of JMF:

70.1 In the event of JMF: -

- Failing to pay to the Contractor the amount due under any certificate of the Engineer within **60 days** after the same shall have become due under the terms of the Contract, subject to any deduction that the JMF is entitled to make under the Contract, or
- Interfering with or obstructing or refusing any required approval to the issue of any such certificate, or



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- c) Giving to the Contractor a formal notice that for any unforeseen reasons, it is impossible for JMF to meet its Contractual obligations.

The Contractor shall be entitled to terminate his employment under the Contract after giving thirty days prior written notice to JMF, with a copy to the Engineer.

70.2 Upon the expiry of the **fourteen days'** notice referred to in **clause 70.1**, the Contractor shall, notwithstanding the provisions of **clause 54.1** hereof, with all reasonable despatch, remove from the site all constructional plant brought by him thereon.

70.3 In the event of such termination JMF shall be under the obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of **clause 65** hereof, but, in addition to the payments specified in **clause 65.8** hereof, JMF shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination, as are deemed reasonable & fair.

71.0 Changes in Cost and Legislation: (Refer Clause 11.0 of Vol I Section I of this bidding document)

72.0 Taxation:

72.1 The prices bid by the Contractor shall include all prevailing taxes, duties including but not limited to GST (Goods & Service Tax)/ Income 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. Any variation after the receipt of bids on account of change in government taxes, cess and duties namely, GST (Goods & Service Tax) for the goods supplied and services provided, shall be considered for reimbursement on documentary evidence. Further, any altogether new tax imposed on such contract after the bid opening date shall be considered for payment / reimbursement upon documentary evidence.

72.2 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.

73.0 Bribery and Collusion:



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73.1 JMF 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 JMF, or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if the Contractor shall have come in to any agreement with another Contractor(s) whereby an agreed quotation or estimate shall be offered as a bid to JMF by one or more Contractors.

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

- a) Proceed as provided in sub **clause 65.7** hereof, and
- b) Be paid by JMF as provided in sub **clause 65.8** hereof, provided that any loss referred herein shall first be deducted.

74.0 Termination of Contract for JMF's Convenience:

74.1 JMF shall be entitled to terminate this Contract at any time for its own convenience after giving **15 days** prior notice to the Contractor, with a copy to the Engineer.

74.2 In the event of such termination the Contractor:

- a) Shall proceed as provided in **sub clause 65.7** hereof, and
- b) Shall be paid by JMF as provided in sub **clause 65.8** hereof.



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SECTION- III

SPECIAL CONDITIONS

OF CONTRACT



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SECTION III

SPECIAL CONDITIONS OF CONTRACT

Table of clauses

S.NO.	DESCRIPTION
1.	General
2.	Taxes
3.	Time of Completion
4.	Engineer's Office Accommodation
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11.	Rate of progress-contractor's schedule
12.	Mode (Drawings / specifications) of execution



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Section III

SPECIAL CONDITIONS OF CONTRACT

1.0 General:

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 GST, turnover tax, Income tax and octroi as per the prevailing laws of the Central & the Government of the State, where the Contract is to be performed. Any variation in existing tax rates shall neither be recovered nor considered for payment/ reimbursement. However, any altogether new tax imposed on such contract after the bid opening date shall be considered for payment / reimbursement upon documentary evidence.

3.0 Time of Completion:

3.1 The Contractor shall execute the Contract up to **10% increase** in the value of the works within the specified completion period of the Contract and no extension of time shall be granted. In case the increase in the value **exceeds 10%** of the Contract amount, proportionate extension of time shall be granted, for the entire amount of increase over the original Contract value.

4.0 ~~Engineer's Office Accommodation & Project's Name Board:-~~

~~**4.1** The Contractor shall at his own cost provide a temporary furnished office accommodation in the form of either three nos. of containers each 20 feet (one for JMF, one for consultant, one for common meeting room) or approx. **60 Sq.m building area at the approved location and as per approved plan** along with toilet facility and shall provide electrical connection, Fans and Air conditioners to the same. Free electricity shall be provided during the duration of contract. The structure shall be removed after the completion of work, by the Contractor, at his own cost. However, this requirement shall be applicable only if the estimated contract amount is more than **Rs. 100 lakh**.~~

~~**4.2** The contractor at his own cost shall also provide near the entrance of the project site, a suitable name board fabricated from MS sheet with support structure, duly painted and lettering, indicating the name of project, owner, turnkey consultant, architect, civil contractor and mechanical~~



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~~contractor etc., as per drawing and details approved by purchaser's site engineer. However, this requirement shall be applicable only if the estimated contract amount is more than **Rs. 100 lakhs.**~~

5.0 Water for Construction and Other Use:

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

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

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

5.4 In case JMF supplies water, it shall be on the following conditions:

1. Water charges shall be recovered from each RA bill @ **0.5%** of net amount of work done of such bill.

2. The water shall be provided at one point in the site at the discretion of the Engineer. The Contractor shall make its own arrangement for water connection and distribution pipe lines in the construction area.

3. JMF shall not guarantee the maintenance of uninterrupted water supply. It will be the responsibility of the Contractor to make alternative arrangements for water supply at his own cost in the event of any break down so that the progress of work is not affected for want of water. No claim or damage or refund of water charges shall be entertained on account of such break down.

6.0 Power (Electricity) Supply:

6.1 Unless otherwise specified the Contractor shall have to make his own arrangements for the power supply at his cost. All the electrical works shall be done as per **INDIAN ELECTRICITY RULES**. The temporary lines shall be removed by the Contractor at his cost after the completion of the work or if there is any hindrance, to the other works due to the alignment of these lines, during the Contract period.



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6.2 In case the ELECTRIC power supply is provided by JMF , it shall be on the following conditions: -

1. Electricity charges shall be recovered from each RA bill @ **0.5%** of net amount of work done of such bill.
2. 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 receive, carry and distribute the power wherever it is required within the site as per **INDIAN ELECTRICITY RULES**.
3. JMF shall not guarantee the maintenance of uninterrupted electricity supply and voltage fluctuations etc. It will be the responsibility of the contractor to make alternative arrangements for electricity supply at his own cost in the event of any breakdown so that the progress of work is not affected for want of electricity. No claim or damage or refund of electricity charges shall be entertained on account of the above.
4. The temporary supply lines shall be removed and the site shall be cleared by the Contractor after the completion of the work at his own cost.

7.0 Materials to be issued by JMF Printed Tiles

8.0 Works in Existing Plant:

In cases where the works against this contract have to be carried out by successful bidder in a existing plant/building, the contractor has to follow all the related rules & regulations of the plant & to plan his activities in consultation with JMF's site in-charge so that regular operation/activities of the plant are not affected. There can be restrictions on the movement of workers, stacking of materials & to ensure cleanliness of the area. If any shut down is required by the contractor to work in a operating plant, the same shall be taken through JMF site in-charge after providing details & it has to be ensured that work is completed within the agreed shutdown period.

Contractor has to provide and erect 3m height barricade using Suitable New/ old colour coated/ GI sheet and supporting structure All around the proposed buildings as decided by the Engineer in Charge and as per project requirement. No additional payment will be given for the barricade works. After completion of the project Work the same need to be dismantled and taken back by the Contractor as decided by the Engineer in charge.



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9.0 Cement/steel Consumption, Reconciliation and Variation for Cement/Steel Arranged & Supplied by Contractor:

9.1 Cement: On completion of work, the theoretical cement consumption shall be worked out. Over the theoretical consumption, **a variation up to – 2.5% (minus two-point five percent)** is permissible. The difference in quantity of cement bags actually consumed less than the permissible variation shall be recovered at the rate **twice the average (for the contract duration) market rate of one cement bag. Nothing extra will be paid for over consumption of cement above the theoretical cement consumption.**

9.2 Reinforcement & Structural Steel: Material supplied shall confirm for weight per meter as per relevant I S Code. Variation for underweight shall be allowed as per I S Codes. However, no compensation shall be admissible for overweight of material, rolling margin, wastage etc. Reconciliation of steel shall be done at the final bill stage for quantity received, consumed in works and billed, wastage etc. After reconciliation of steel, it is to be ensured that total quantity of steel paid is not more than the total quantity received at site. For this purpose, from each consignment / truck load of steel received at site and for each diameter/category, samples **(3 samples for 10 MT of steel)** shall be taken jointly & weighed to establish actual unit weight for reconciliation. All this information shall be entered in steel register maintained by site engineer of JMF.

10.0 Storage of Building Materials and Construction Equipment:

10.1 The contractor shall make suitable arrangement at project site for storage of all the construction material and construction equipment being supplied by him. Suitable watch and ward arrangement shall be made by the contractor. This arrangement has to be done by the contractor at his own cost.

10.2 Cement shall be stored in separate godown with pucca floor, weather proof walls and roof. The cement bags shall be stacked horizontally, continuous in each line. The stacks shall be in the rows of **12 bags** high with a minimum clearance space of **600mm** between stacks and peripheral walls. The capacity of the godown shall be minimum **1000 bags** or above as per requirement of the project and decided by the Engineer In-charge. The cement godown shall be dismantled & site shall be cleared after completion of the works.



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10.3 The Pre-painted sheet roofing shall be stacked strictly as per manufacturer's guideline and stored in a covered shed.

10.4 The fabrication yard for MS sections shall have a levelled pucca floor, and should be maintained dust free at all times. The structural sections shall be stacked & stored orderly so as to avoid initial warping of the sections.

11.0 Rate of Progress - Contractor's Schedule:

The schedule prepared by the Contractor shall be based on the normal day of eight hours of working plus a break of one hour. All Sundays and local holidays should be considered as the day of rest. The schedule shall thus be prepared considering above working conditions. The contractor shall plan the resources adequately to meet the schedule date of completion.

12.0 Mode (Drawings/specifications) of Execution:

The bid drawings/tender drawings displayed/presented for inspection are liable to changes and the work shall be executed as per construction/execution drawings & details released for execution in accordance with technical specifications & schedule of quantities. The items not covered under technical specifications, if any, shall be executed as per latest applicable BIS code of practice.





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The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- IV TECHNICAL SPECIFICATIONS





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All the works are to be executed as per latest relevant IS Codes of Civil Engineering





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The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- V FORM OF BID





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SECTION V – FORM OF BID



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The Jharkhand State Cooperative Milk Producers' Federation Limited

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SL. NO.	DESCRIPTION
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2.	Appendix - I important conditions of contract
3.	Appendix II bidding term deviation statement form
4.	Appendix III technical deviation statement form
5.	Appendix IV list of approved makes





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SECTION V

FORM OF BID

The Appendices (I to IV) of **Form of Bid** is a part of the bid. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendices.

Bid Reference No.: JMF-MKT-012-2023-24/0100

Name and address of

Project Authority / Employer:

Managing Director

The Jharkhand State Cooperative Milk Producers' Federation Ltd.
Farmers' Training Centre Campus
Sector-II, Dhurwa, Ranchi - 834004

Description of Works :

CIVIL WORKS FOR CONSTRUCTION OF 14 NO. 'MEDHA' MILK PARLOUR/MILK BOOTH CENTRES IN DEOGHAR HUB OF JMF AT DIFFERENT LOCATIONS IN DEOGHAR/ DUMKA/ GODDA DISTRICTS..

Dear Sirs,

- 1.0** Having examined the Drawings, Terms & Conditions of Contract, Technical Specifications and Schedule of Quantities for the execution of above-mentioned works, we, the undersigned offer to execute, complete and maintain the whole of the said works in conformity with the said Drawings, Terms & Conditions of Contract, Technical Specifications and Schedule of quantities for the sum of **Rs.** _____ in words **Rs.** _____) 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** _____ **days** of receipt of the Letter of Acceptance, and to complete and deliver the whole of the above said works comprised in the Contract **within** _____ (_____) **months** calculated from the last day of the aforesaid period in which the Works are to be commenced.
- 3.0** If our bid is accepted, we will furnish a performance security in the form of a bank guarantee (to be approved by you) / Demand draft, to be jointly and severally bound with us in **amount of 5%** of the above-named sum in accordance with the Conditions of Contract.



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4.0 We agree to abide by this bid for the period of 120 **days** from the date of bid opening as prescribed in **clause 13** of the Instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5.0 Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

6.0 We understand that you are not bound to accept the lowest or any Bid you may receive.

Date _____

Signature of bidder with seal

Place _____

Witnesses:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:





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APPENDIX – I (FORM OF BID)

Important Conditions of Contract

SL. No.	Description	Vol-I SEC-II Clause No.	Remarks
1.	Amount of Performance Security	10	5 (Five) percent of Total contract value
2.	Minimum amount of Third-Party Insurance	23	NA
3.	Minimum amount of insurance of work	21	110 (Hundred & ten) percent of contract value
4.	Period for Commencement, from the Date of Letter of Acceptance	41	15 (Fifteen) Days.
5.	Time for Completion	43	15 Months
6.	Rate of Liquidated Damages	47	0.5 (Zero point five) percent per week of total contract value
7.	Maximum Limit of Liquidated Damages	47	10 (Ten) percent of total contract value
8.	Rate of Bonus	48	NOT APPLICABLE
9.	Period of Maintenance (Defects Liability Period)	50	12 (Twelve) Months
10.	Percentage Recovery of Retention	60.3	5 (Five) percent
11.	Maximum limit of Retention money	60.3	5 (Five) percent
12.	Maximum amount of Secured Advance	60.2	NA
13.	Maximum amount of Mobilisation Advance	60.5	NA



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14.	Time within which the payment would be made after submission of measurement / bill	60	30 (Thirty) days
15.	Price Variation	71	NA
16.	Contractor's Profit & Overhead Cost for settling extra items	53.1	15 (fifteen) percent

Date : _____ Signature of Bidder with Seal

Place: _____





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APPENDIX – II (FORM OF BID)

BIDDING TERMS DEVIATION STATEMENT FORM

1.) The following are the particulars of deviations from the requirements of the bidding conditions/ terms:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	-----------------------------------

The terms and conditions prescribed in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated: _____ Signature and Seal of Bidder

Place: _____

Note: -

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “NO DEVIATIONS”.



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APPENDIX – III (FORM OF BID)

TECHNICAL DEVIATION STATEMENT FORM

1.) The following are the particulars of deviations from the requirements of the tender technical specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	-----------------------------------



The technical specification furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated: _____ Signature and Seal of Bidder

Place: _____

Note:-

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “NO DEVIATIONS”.



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APPENDIX - IV (FORM OF BID)

LIST OF APPROVED MAKES FOR CIVIL WORKS

The following is the list of products and name of the approved manufacturer against each product. The contractor shall quote rates for the various items of works using these products based on maximum two makes out of these approved manufacturers selected & filled up in the format given below by the bidder. Any other make of product, not approved below, shall not be allowed for use in this work unless specifically approved in writing separately by the purchaser after establishing its technical suitability, price applicable & effect on price quoted by contractor for the item where this item is being used. If the bidder has selected no make, the purchaser shall be at liberty to advice the contractor to use any of the approved manufacturers given below for any product of this contract.

No.	Description	First preferred make			Second preferred make		
1.0	CONCRETE						
	Concrete Admixtures	Sika	Fosroc	BASF	Approved equivalent		
	Cementitious non shrink Grout	Fosroc	Sika				
	Grey Cement (OPC/PPC/PS C) Grade 43/53	Ultratech Coromandal JK	Birla Super Zuari Vasavdatta	ACC Lafarge	Ramco		
	Bricks	Red Bricks- 1 st Class bricks as per Local market Availability.					
	Sand	Yellow river sand-Best as per Local market Availability.					
	Aggregate	Blue/ Black-Best as per Local market Availability.					
	Floor Hardner	Fosroc	Sika				
	Integral Water Proofing Compound	Sika	Fosroc		Approved equivalent		
	Reinforcement Steel (TMT- 500D min)	Tata	Sail	Vizag	RINL	Jindal	
	Structural Steel/ hollow tube section	Tata	SAIL	Vizag	RINL	Essar	APL- APOLL O
	Anti-Termite Treatment Of Buildings	Pest Control India	Approved Equivalent				
	Anchor fasteners	Hilti	Fischer		Anchorma n		



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	SBR Latex	Fosroc	BASF		Approved equivalent		
2.0	DOORS & WINDOWS						
	Fire door	Shaktimat	Approved Equivalent				
	Aluminium Sections	Jindal	Hindalco	Indal			
	Glass	Modi	Saint Gobin	Triveni	Sejal		
		Asahi India					
	Glasswool	Up Twiga	Approved Equivalent				
	Ply & Boards / Flush door shutters / Block boards	Greenply Kitply	Kutty	Century	Nuwud	Anchor	Durian
	Pressed Steel Door / Windows Frames & Shutters	Perfect (Pil) (Ahmedabad)	Agew	Ranchi Windows (New Delhi)			
	Hardware (Door Fittings)	GKW	Palladium	Efficient Gadgets			
		Nettle Fold					
	Adhesives	Fevicol SH	Araldite		Movicol	Vamicol	Bal
	EPDM Gasket	Dow Corning	Approved Equivalent				
	Veeners 3 / 4 mm and paper	Euro	Greenply	Anchor	Kenwood	Durian	
	Laminates 1 and 1.5 mm	Greenlam	Century	Kitply	Merino	Decolam	Formica
	ACP Panels	Alucobond	Alstrong		Eurobond	Primebond	Panicbond
	DoorLock	Dorset	Godrej	Ozone			
	Hydraulic Door Closer	Everite	Hyper	Sterling	Ozone	Dorset	Enox
	Floor Spring	Dorma	Hafele	Geze	Ozone	Dorset	Enox
	Patch Fittings	Ozone	Enox	Zaha			
	Glass door Handles	Kich	dunex		Ozone	Dorset	Zaha
	Mortice Handles	Kich	dunex	Godrej	Ozone	Dorset	Zaha
	Prelaminated Particle board	Tesa	Century ply	Archid ply			
RCC Ventilators	Best as per Local market Availability						
3.0	FINISHING						



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0							
	Cement Paint	Super Snocem	Nitcocem		Decocem		
	PAINTS - Plastic Emulsion / Acrylic Emulsion / Synthetic Enamel / OBD / Luster	Asian Paints	ICI	Berger	Jenson Nicholson	Sherwin Willams	
	EXTERNAL PAINT	Asian Apex Ultima	ICI Dulex weathershield Max	Berger Weatherco at longlife	Sherwin Willams		
	Snowcem	JK	Johnson	Victoria	Surya	Asian	
	Elastomeric Paint	BASF	ICI	Jotun	Asian	Choksi	
	Epoxy Paint	Asian	Apurva Buildcare	Shalimar			
	PU Paint	BASF	Apurva Buildcare		Asian		
	Thermo Plastic Paint	Shalimar	Asian				
	Primer / PUTTY	Birla	ICI	Berger	Jenson Nicholson		
	Wood preservative	Woodguard	Termiseal	MRF			
	Fire retradrant paint	Shalimar paints	Noble	Fire tard			
	False Ceiling (Calcium Silicate Board)	Ramco	Approved Equivalent				
	Board Partition (Calcium Silicate Board)	Ramco	Approved Equivalent		Everest		
	Silicon Sealant	Dow corning	Wacker				
	Polysulphide Sealant	Fosroc	Choksey chemicals				
	Gypsum Plaster	Gyproc Of India Gypsum	Approved Equivalent		Hindustan	Taparaia	Agrawal
					Diamond		
	Gypsum Board	Indian Gypsum	Boral		Mada		



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	SS Pipes	Jindal			Remi	Suraj	Arvind
4.0	Flooring						
	Ceramic / Vitrified Tile	RAK H & R Johnson	Restile Naveen	Somani Kajaria			
	PVC Vinyl Flooring	Armstrong	RMG	Bhor			
	Raised Flooring	Unifloor	Approved Equivalent				
	Epoxy Flooring	Apurva Buildcare	Cipy Poly Urethenes	Sika			
	Paver Block	GICO	Tulsi				
5.0	ROOFING						
	Ac Sheet & accessories	Everest	Charminar	Ramco	Utkal		
	Galvalume Precoated Profile Sheets	TATA BLUE SCOPE	CRIL	Jindal	Interarch	Unimetal	Metacolo r
	Gi Fittings	R' Brand	Unik		Zoloto	KS	
	GI Pipes	Tata	Approved Equivalent		Jindal	Surya	Zenith
	Polycarbonate Sheet	LEXAN	PALRAM				
	GI Shutter	Standard ISI Mark					
6.0	ROAD						
	Bitumen Impregnated Board	Shalitax	Seleflex premoulde d filler board	Jolly Board	Bengal bitumen		
7.0	WATER SUPPLY WORK & SANITARY WORKS						
	PVC / UPVC / CPVC Pipes And Fittings	Supreme	Astral	Finolex	Kisan		
		Prince					
	PVC Sheets	Finolex	Approved Equivalent				
	PVC Water Stops	Maruti	Approved Equivalent				
	PVC Water Tank	Sintex	Approved Equivalent		Dolphin	Sarita	Fusion



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	SS Sink	Nirali	Approved Equivalent		Neelkanth		
	Vitreous China, Sanitaryware	Hindustan	Parryware	Cera		SONCER A	
	Ball Cock	Leader	Sant	zoloto	Prayag		
	Brass / Gun Metall Valves	Leader	Sant	zoloto	Audco	BDK	
	Ci Pipes & Fittings, Manhole Cover & Frames	Neco	Approved Equivalent				
	Cp Brass Fitting & Toilet Accessories	Jaquar	ESS ESS	Hindustan	Parko	Gem	
	Mirror	Modi	Saint Gobain	Asahi India			
	Butterfly Valves	Leader	Sant	Audco			
		Danfoss	Zoloto				
	Wafer Type check Valves	Leader	Sant	Audco			
		Danfoss	zoloto				
	Pressure Reducing Valve	OR - TBS	Zoloto		Vartsila		
	Ball Valve	Leader	Sant	zoloto			
	Solenoid Valve	Danfoss			Avcon	Rotex	Herion
	CP Grating for floor Trap / Drain/ Butterfly Jat / Pipe Clamps	Chilly	Approved Equivalent				
	Strainers	Sant	Leader	Zoloto			
	Insulation	Superlon	Armaflex	Rocklloyd			
	Foot Valves	TBS	Normex				
	Air release valve	Leader	Sant	Audco	Zoloto		
		Danfoss					
	Anti vibration Mounting	Kanwal	Resistoflex				
	Pipe protection wrap	Pipkote	Restech	IWL			
	Hume Pipes	Indian	Approved				



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		Hume Pipe Co.	Equivalent				
	White Cement	Birla White	JK White				
	Brass Sensor / Electrode	Danfoss	Gems Sensor				
	Pressure Switch	Danfoss					
10	Electrical						
	Conduit	Standard ISI Mark					
	Wire	Havells	Polycab	R R Kabel	KEI		
	Modular switch Board	Anchor	Polycab	Roma	Phenolex	Havells	
	Vapour Proof LED 20 watt		Philips	Havells	Polycab	Wipro	Bajaj

We have noted the above and confirm that our tender is based on above approved makes.

Date: _____ Signature and Seal of Bidder





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The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- VI SCHEDULE OF MATERIAL TO BE ISSUED BY JMF





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SECTION VI

SCHEDULE OF MATERIAL TO BE ISSUED BY JMF

No material shall be issued by JMF unless otherwise specified in the bidding document. All the materials/goods & services are to be arranged by the bidder/contractor for proper completion of the works as per specification, terms & conditions of the bidding document/contract.



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SECTION- VII

SCHEDULE OF SUPPLEMENTARY INFORMATION



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SECTION - VII, SCHEDULE OF SUPPLEMENTARY INFORMATION

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

- a) Schedule I
- 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 Statement of Bonus earned/ Liquidity damages paid in the last five years.
- f) Schedule VI Statement of Arbitration & Disputes in the last five years.
- g) Schedule VII
- h) Schedule VIII Works in hand





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SECTION – VII, SCHEDULE - I

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

Sr. No.	Description of Equipment	Nos available with the Bidder in working condition	Nos. proposed to be deployed at site.
<u>For Civil Works</u>			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

For Internal Electrification Works

1.	
2.	
3.	

Signature and seal of Bidder



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SECTION - VII

SCHEDULE – II, KEY PERSONNEL

1. Technical Personnel

No. of persons
employed with
the bidder

--



Signature and seal of Bidder





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SECTION - VII

SCHEDULE – III, Nominated Sub-contractor

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

Sl. No.	Description	Approx. Value Rs.	Name of the Sub-contractor	Place where similar works previously executed.
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Signature and seal of Bidder



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SECTION – VII-SCHEDULE – IV

Major works successfully completed during the past five years:

Sr. No.	Name of work	Place	Contract Ref.	Name of Client	Value of Work	Time of Completion	Date of Completion
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Note: Documentary evidence for above information to be attached separately in the form of completion certificate, purchase order, TDS certificate, details of payments etc. issued by the client.

Signature and seal of Bidder





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SECTION - VII, **SCHEDULE - V**

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

S. N.	Name of Work	Place	Contr-act ref.	Name of Owner	Value of Work (Rs. Lakh)	Time of Completion (Months)		Bonus / L.D.
						Contract	Actual	

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Signature and seal of Bidder



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SECTION - VII, *SCHEDULE – VI*

Statement of Arbitration & disputes in the last five years.

S. N.	Name of Work	Place	Contract reference	Name of Client	Value of Work (Rs. Lakh)	Nature of Dispute	Award of Arbitration
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Signature and seal of Bidder



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SECTION - VII, **SCHEDULE – VII**

Financial and Business Capability.

1. Audited annual accounts/ Accounts audited :
under section 44AB of Income Tax Act of past
3 years
2. Where accounts are not required to be :
audited following information shall be given
for last three years duly attested by a Chartered
Accountant/ Manager of nationalised Bank.
 - a. Share Capital :
 - Free Reserves :
 - Other Reserves :
 - b. Term loans from financial institutions & :
 - banks
 - c. Current Liabilities :
 - Bank Cash Credits :
 - Others (Including sundry creditors) :
 - d. Provisions :
 - e. Contingent Liabilities including claims not :
acknowledged
 - f. Fixed Assets :
 - Gross :
 - Net :
 - g. Cash and Bank Balances :
 - h. Inventories :
 - i. Debtors & Advances considered good
 - More than 6 months :



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- 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 :

NOTE:

Wherever required documentary evidence may be attached separately.

Signature and seal of Bidder





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SECTION - VII, SCHEDULE - VIII,

WORKS IN HAND

Sl. No	Name of Work	Contract reference and date	Name of Client	Place of Contract	Value of Contract (Rs. Lakh)	Completion	
						Period (Months)	Expected date of completion

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Signature and seal of Bidder



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The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- VIII FORM OF AGREEMENT





THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

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SECTION VIII- FORM OF AGREEMENT FOR CIVIL CONSTRUCTION WORK

(To be submitted by successful bidder after award of contract On Non-Judicial Stamp Paper of minimum value of Rs. 100/- or as per stamp act of Local State Government)

THIS AGREEMENT is made and executed at Ranchi on the day of 2018 between the Jharkhand State Cooperative Milk Producers' Federation Ltd, and having its registered office at Farmers' Training Centre Campus, Sector-II, Dhurwa, Ranchi - 834004, (herein after referred to as JMF, which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of JMF) of the ONE PART and _____ (herein after referred to as the

Contractor, which expression, shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the Contractor) of the OTHER PART.

WHEREAS JMF is desirous that certain Works should be executed, viz

_____ and has, by Letter of Acceptance/Work Order Acceptance dated _____, accepted a bid by the Contractor in response to JMF's bidding document ref no. _____. For carrying out the above job at a cost Rs. _____ (hereinafter referred as contract price), **NOW THIS AGREEMENT WITNESSETH 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 Form of Agreement
 - ii. The Letter of Acceptance/Work Order Acceptance
 - iii. The said bid and Appendix
 - iv. The Schedule of Quantities
 - v. The Technical Specifications
 - vi. The Drawings
 - vii. The Schedule of Supplementary information
 - viii. Special Conditions of Contract
 - ix. General Conditions of Contract
 - x. Schedule of Materials to be issued by Project Authority / Consultant
 - xi. Form of Bank Guarantees
 - xii. Work Order No. _____
- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take **precedence in the order set out above.**



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4.0 In consideration of the payment to be made by JMF to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PA to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract and bidding document.

5.0 JMF hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day, month and year first above written.

Signed, sealed & delivered by the
Authorised Signatory for
JMF

Signed, sealed & delivered
by the Authorised
Signatory for the
Contractor

Authorised Signatory
JMF Contractor

Authorised Signatory

In the presence of:

In the presence of:

WITNESS

1) Signature

Name

Address

2. Signature

Name

Address

WITNESS

1) Signature

Name

Address

2. Signature

Name

Address



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The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- IX ACCEPTABLE FORMS OF BANK GUARANTEES





THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

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SECTION IX

Acceptable Forms of Bank Guarantees

Table of contract

S. No.	Description	Sequential Page No.
1.0	Performance Security	IX-2 to 5
2.0	Retention money	IX-9 to 11





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1.0 Form of Bank Guarantee for Performance Security (On Non-Judicial Stamp Paper of Rs. 100 minimum or as per the stamp act of Local State Government.)

Bank Guarantee no. _____

Date: _____

This deed of guarantee made this _____ day of _____ (Two thousand _____) by (Name and the address of the Bank), hereinafter referred to as the bank, which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the Jharkhand state Cooperative Milk Producers' Federation Ltd. (hereinafter referred to as the JMF) which expression shall unless repugnant to the context AND meaning thereof include its legal representative, successors or assignees.

Whereas JMF has awarded a contract bearing no. _____ dated _____ on M/s. _____ (name and the address of the party), hereinafter referred to as the Contractor, for the execution, completion and the maintenance of _____.

And whereas, the Contractor has agreed to submit a performance security in the form of a bank guarantee to the JMF 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 JMF and the Contractor.

In consideration of the JMF having agreed to award the Contract on the Contractor, we _____ (the name of bank), do hereby guarantee, undertake, promise and agree to with the JMF, its legal representatives, successors and assignees that the within named (the name of the Contractor) their legal representatives and assignees will faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time (time being the essence of the Contract) and in the manner therein provided, do all obligations hereunder and we further undertake and guarantee to make payment to the JMF a sum of Rs. _____ (Rupees _____ only) without any demur, in case the Contractor, their legal representatives and assignees do not faithfully perform and fulfil 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 wilfully and promptly do all obligations hereunder.



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In case, the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the JMF is entitled to demand an amount equal to Rs. _____ from the Contractor and the demand made by the JMF itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfil his obligations under the Contract and neither the Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment on any ground.

We, (the name of the Bank), do hereby undertake to pay an amount equal to Rs. _____, being the amount due and payable under this guarantee, without any demur, merely on a demand from the JMF which has to be served on us before the expire date of bank guarantee i.e. _____ stating that the amount claimed is due by way of non-performance of the Contractual obligations as aforesaid by the Contractor or by the reason of the Contractor's failure to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only) being the full amount guaranteed.

We, (the name of 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) and till the JMF 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 JMF on or before _____ we shall be discharged from all liabilities under this performance security thereafter.

We, (the name of bank), further agree with the JMF that the JMF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of said 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 JMF against the Contractor and to forebear 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 JMF 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 JMF may have or hereafter possess in respect of the works executed or intended to be executed and the JMF shall be under no



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obligation to marshal in favour of the bank any such securities or funds or asset that the JMF may be entitled to receive or have a claim upon and the JMF 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 JMF on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.

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

We, _____, undertake to renew the Bank Guarantee provided the request for renewal is made by the contractor before the expiry of Bank Guarantee.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the JMF in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____.) only.

Notwithstanding anything stated hereinbefore: (i) our liability under this guarantee is restricted to Rs. _____ (ii) the guarantee shall remain in force till _____ and (iii) the Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the JMF serves upon the Bank a written claim or demand on or before _____.



PLACE
DATE

SIGNATURE

BANK SEAL
BANK CODE NO.

NOTE:

1: The contractor should ensure that the seal and the code no. of the signatory are put by the bankers, before submission of the bank guarantees.



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2.0 Form of Bank Guarantee for Retention Money (on Non-Judicial Stamp Paper of Rs. 100 minimum or as per stamp act of local state Govt.)

Bank Guarantee no. _____

Date: _____

This deed of guarantee made this _____ day of _____ (two thousand _____) by _____ (Name and the address of the Bank), hereinafter referred to as "the Bank", which express where the context and the meaning so require, include its legal representatives, successors and assignees of the bank and Jharkhand state Cooperative Milk Producers' Federation Ltd., (hereinafter referred to as the JMF) which expression shall unless repugnant to the context and the meaning thereof include its legal representative, successors and assignees.

WHEREAS the JMF has placed its Contract order bearing no. _____ dated _____ on (name and address of the party) hereinafter called the Contractor, for the construction of _____

AND WHEREAS the JMF has 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 JMF having agreed to pay to the Contractor Rs. _____ (Rupees _____ only) being the retention money we (the Bank), hereby undertake and guarantee to make repayment to the JMF of the said amount without any demur or any part thereof which does not become payable to the Contractor by the JMF in accordance with and subject to the terms and conditions of the said Contract. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the JMF in writing and this guarantee shall be a continuous and irrevocable 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 JMF 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 JMF 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 defence by the Bank against the JMF. We (name of bank) do hereby undertake to pay an amount equal to Rs. _____ being the amount due and payable under this guarantee without any demur, merely on a demand from the JMF stating that the amount claimed is due to the JMF. In case, the JMF puts-forth a demand in writing on the bank for the payment of amount in full or in the part against this bank guarantee, the bank shall



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consider that such demand by itself is conclusive evidence and proof that the contractor has failed in compliance with the terms and conditions stipulated by JMF in the contract and payment shall be made to JMF without raising any dispute regarding the reasons for any such lapse/ failure on the part of the contractor.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the JMF may have or hereinafter possess in respect of the works executed or intended to be executed and the JMF shall be under no obligation to marshal in favour of the bank any such securities or funds or assets that the JMF may be entitled to receive or have a claim upon and the JMF 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 JMF on JMF's serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post at the address of the said Bank.

We, _____, undertake to renew the bank guarantee provided the request for renewal is made by the contractor before the expiry of bank guarantee.

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

Notwithstanding anything stated hereinbefore: (I) our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only), (ii) The guarantee shall remain in force till _____ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under the bank guarantee only if the JMF serves upon the Bank a written claim or demand on or before _____.

Place

Signature

Date

Bank Seal

Bank Code no.

Note:

- 1: Contractor should ensure that the seal and code no. of signatory is put by the Bankers, before submission of the Bank guarantees.
- 2: The value of stamp duty should be minimum Rs. 100 or as per latest stamp act of Local State Government from where the Bank Guarantee is issued.



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झारखण्ड राज्य सहकारी दुग्ध उत्पादक महासंघ लिमिटेड
The Jharkhand State Co-operative Milk Producers' Federation Limited

SECTION- X SCHEDULE OF QUANTITIES





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SECTION -X – SOQ/ PRICE BID FORMAT

Tender ref: JMF-MKT-012-2023-24/0100 dated 19 Dec. 2023

SOQ/ PRICE BID FOR CIVIL WORKS FOR CONSTRUCTION OF 14 NO. 'MEDHA' MILK PARLOUR/MILK BOOTH CENTRES IN DEOGHAR / DUMKA/ GODDA DISTRICTS.

a.	b.	c.	d.	e.	f.	g.	h.
SL. No.	Description of Work	Qty. Of 1 Booth	Unit	Nos.	Qty. Of 14 Booth	Unit Rate (INR)	Total Amount (INR) (g x h)
1	P&A Earthwork/ Excavation	15	m ³	14	210		
2	P&F Local Sand	17	m ³	14	238		
3	P&L 100 THK PCC 1:4:8 Footing Including Shuttering	5	m ³	14	70		
4	P&L R.C.C. (1:1:2) up to HPL	7	m ³	14	98		
5	P&F Centring & Shuttering up to HPL	17	m ²	14	238		
6	P&F R.C.C.(1:1:2) above HPL	8	m ³	14	112		
7	P&F Centering & shuttering above HPL	81	m ²	14	1134		
8	P&F Brick work 250MM IN 1:6 up to HPL	9	m ³	14	126		
9	P&F Brick work 250MM IN 1:6 above HPL	8	m ³	14	112		



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10	P&A 12mm thk Plaster in 1:4	201	m ²	14	2814		
11	P&A Emulsion paint on wall/ slab etc.	104	m ²	14	1456		
12	P&F 8 mm TMT rod	435	Kg	14	6090		
13	10 mm TMT rod	531	"	14	7434		
14	12 mm TMT rod	324	"	14	4536		
15	P&F SPN MCB 63amp with DB box of flush type	1	No	14	14		
16	P&F 20watt LED bulb with safety cover/ MS jali	6	No	14	84		
17	P&F 250mm dia Exhaust fan with flap	1	No	14	14		
18	P&F wall mounted fan of 450mm dia	1	No	14	14		
19	P&F Modular Socket of 6/16amp	4	No	14	56		
20	P&F Conduit of 25mm dia	50	RM	14	700		
21	P&F 2.5 sqmm wire for light & fan points	60	RM	14	840		



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22	P&F 4 sqmm wire for Deep freezer & visi cooler	20	RM	14	280		
23	P&F zinc chromate MS Box with moulded sheet cover along with 9 no switch & 1 no 16amp socket	1	No	14	14		
24	P&F Black Granite in Counter	5	m ²	14	70		
25	P&F Vitrified floor tile	13	m ²	14	182		
26	P&F Wall tile in inner side of Booth	29	m ²	14	406		
27	Labour Charge along with fixing material cost for fixing of Highlighter tile with Medha Logo & Green Leaf Design in Outer wall of Milk Booth as per Instruction & approved design of E/I of JMF. Medha Logo Highlighter Tiles & Green leaf Tiles will be provided by JMF.	34	m ²	14	476		
28	P&F Dura stone tile in stair	32	m ²	14	448		
29	P&F Bamboo Beige tiles in chajja	7	m ²	14	98		
30	P&F Khapra tile on roof	35	m ²	14	490		
31	P&F Aluminium counter window with acrylic glass sheet	6	m2	14	84		



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32	P&F SS Grill In Window	54	kg	14	756		
33	P&F MS sheet Door of thickness 3mm with 2 coats of primer, paint & required accessories	85	kg	14	1190		
34	P&F 1.6mm Thick MS Interlocking Rolling Shutter with 2 coats of primer, paint & required accessories	225	KG	14	3150		
						Subtotal =	
						Add Gst @18%:	
						Total =	
						Add Labour Cess @1% (if any) =	
						Grand Total =	

Grand Total Value in words: INR

Note:

1. All the works to be carried out as per latest relevant IS code specifications of civil engineering, MPLAD Scheme Guidelines & Technical Specifications of standard civil tender document of JMF. In case of any query feel free to contact JMF for clarifications prior to quote.
2. Contractor has to submit mining challan for Sand, Bricks & Aggregate used in the project otherwise amount of mining challan for use of materials will be deducted from bill as per GoJ rules.
3. All the materials should be of reputed make and as per approval of JMF Engineer/In charge.

JMF reserves the right to cancel any one or multiple items of this tender.

Date:

Signature and seal of Bidder



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SECTION- XI DRAWINGS & SKETCHES





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SECTION- XI

DRAWINGS & SKETCHES

Shall be provided by JMF if needed.

