

# **TENDER DOCUMENT** **FOR**

## **ADDITIONAL CIVIL CONSTRUCTION WORK REQUIRED** **FOR 4.00LLPD CAPACITY AUTOMATIC DAIRY** **PLANT UNDER FUNCTIONAL REQUIREMENT** **AS PER** **DESIGN, DRAWING, SPECIFICATION & BOQ AT** **HAJIPUR UNDER V.P.M.U PATNA, BIHAR**

**PREPARED BY:-**

**Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Limited**  
**Patna Dairy Project**  
**Feeder Balancing Dairy complex, Pulwarisharif, Patna, 801505**

**Cost of tender Document – Rs 10000.00**  
**(Rupees Ten Thousand only)**

**VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD.**

Patna Dairy Project, Feeder Balancing Dairy Complex, Phulwarisharif, Patna-801505

(An ISO 22000:2005 Certified Organization)

Phone:2252553,2252542, 2251622 ,Fax:0612-2250325

E-mail: [Vpmunin@gmail.com](mailto:Vpmunin@gmail.com) / [vpmu.engg@gmail.com](mailto:vpmu.engg@gmail.com)

GST no.-10AAAAV8463B1ZV

**NOTICE INVITING TENDER**(Through e-procurement mode only-[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in))

VPMU: Engg: Hajipur:847

Date:-04/06/2021

Sl.	Description	Detail informations				
1	Name & Address of Advertiser	<b>Managing Director</b> Vaishal Patliputra Dughdh Utpadak Sahkari Sangh Ltd ,(Patna Dairy Project),Feeder Balancing Dairy, Complex, Phulwarisharif, Patna8011505				
2	Date of issue of e-tender notice	12-06-2021 (Saturday)				
3	Period for downloading of tender document	From 19-06-2021 (Saturday) to 14-07-2021 (Wednesday) up to 17.00 Hours through website - <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>				
4	Date, Time & Place of pre bid meeting	25-06 -2021(Friday) at 11.00 Hours / Place - Vaishal Patliputra Dughdh Utpadak Sahkari Sangh Ltd (Patna dairy Project) FBD ,Complex Phulwarisharif , Patna 801505				
5	Last date and time for uploading tender documents by the bidder	22-07-2021 (Thursday) On website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>				
6	Last date, time and place for submission of original instruments of EMD & Cost of BOQ	28-07-2021 (Wednesday) up to 17.00 Hours Place - Vaishal Patliputra Dughdh Utpadak Sahkari Sangh Ltd (Patna dairy Project) FBD ,Complex Phulwarisharif , Patna 801505				
7	Date, Time and place of opening of Techno Commercial Bid on website	30-07-2021 (Friday) up to 11.00 Hours on website - <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>				
8	Date, Time and place of opening of Price Bid	Date & Time will be communicated later and subsequent to approval of Techno commercial bid by Managing Director Vaishal patliputra Dughdh Utpadak Sahkari Sangh Ltd , Patna				
9	Bid Validity	180 (One hundred eighty) Days from date of opening of Techno commercial bid				
10	Details of Work is as given below					
Sl no	Name of Work / item	Estimated cost (In Crs)	Bid processing Fee(In Rs)	Bid Document Cost (In Rs- Non Refundable )	Bid security(EMD) [ 2% of the estimated cost	Contract Duration [ Completion Period)
01	Civil Construction works required to be done just outside the process & refrigeration blocks for 4.0 LLPD automatic dairy plant at Hajipur (being under Construction) as per specification ,design ,drawing & BOQ	6.5576441	15000 + Tax	10,000.00	13,11,530.00	(8) Eight Months

11.Detailed NIT can be seen on website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) or on [www. Patadairy.org](http://www.Patadairy.org). The tender documents can also be obtained through these websites.

The undersigned reserves the right to reject any or all tenders /extend or cancel the tender/ tenders at any time without assigning any reason thereof. No cost whatsoever shall be claimed on such account by the bidder.

S/d  
Managing Director

**VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD.**

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**11. Scope & Work of the Project.**

For information to bidders, the new plant building suitable for 4.00 LLPD capacity automatic dairy plants is under construction and it is almost in finishing / completion stage. All the works in the scope of this tendered work are to be executed just outside the new dairy plant building.

Under this tender Scope / Details of required civil works have been given in Section -06 of the tender Document in Summarized form (having ESTIMATED cost= Rs 6, 55, 76,441.00 for works from SI no 01 to 06). Bidders are requested to consider the summarized works as ONE WORK. Tender for INDIVIDUAL ITEM of works shall not be considered.

- Any Contractor registered with the Central Government/ any State Government or any PSU or an agency of international or national repute may participate in the tender.
- Detailed NIT can be seen on website [www.sudha.coop](http://www.sudha.coop) or [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) or on the notice board of the office of the undersigned.

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14. for participating in the above E-Tendering process, the bidders /contractors shall have to get themselves registered with the service provider so that user ID, password and Digital Signature are issued to them. This will enable them to access the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and download/ participate in E-Tender. For this, intending bidders may contact E-procurement BIHAR STATE ELECTRONIC DEVELOPMENT CORPORATION LTD. (BELTRON), BELTRON BHAVAN, SHASTRI NAGAR, PATNA – 800 023, TELEPHONE NO 0612-2281856/ 2284745
15. The undersigned reserves the right to extend or cancel the tender/tenders at any time without assigning any reason thereof, No cost what so ever shall be claimed on such account by the bidder.
16. For any information/complaints, may be contacted to Office of the Managing .Director, VPMU Patna.
17. Earnest money in any form as prescribed in rule 161 of the revised PWD code and duly endorsed/ pledged in favour of VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH Ltd, Patna, and payable at PATNA can be in any other following shapes or combination thereof
  - a. Fixed Deposit receipt of Nationalized Bank and valid for 180 days after last date of receipt of tender.
  - b. One, two or three years Post Office time deposit.
  - c. NSC issued within the State of Bihar.The above instrument(s) shall remain valid for the minimum period of 180 days after date of receipt of tender.
- 18.(A) Bid processing fee will be deposited by the bidder before uploading the tender document through online mode only ie. Internet payment gateway (Credit/debit card) Net Banking, NEFT, RTGS and scanned copy of the receipt must be submitted along with Bid through e-procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in NIT.
- (B) Cost of B.O.Q. which is as per column to be deposited by the bidder at the time of uploading tender document through online mode or in the form of D.D. of any nationalized/ scheduled bank in favour of VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH Ltd, Patna, and payable at PATNA. He shall also upload details of the instrument(s) including amount, date, serial no, bank on which drawn, office in favour of whom it is drawn and the place where they are payable. Scanned copy of D.D. must be submitted along with Bid through e-Procurement portal [www.eporc.bihar.gov.in](http://www.eporc.bihar.gov.in) before the date and time specified in NIT and the original D.D. should be submitted in the tendering authority office. It should be sent through registered post or courier before time given in N.I.T.
- (C) Earnest Money Deposit (EMD) paid as described in clause 17 above to be uploaded along with the tender documents and the original hard copy of the EMD should be submitted in the tendering authority office. It should be sent through registered post or courier before given in N.I.T. Or deposited by the bidder at the time of uploading the tender document through online mode. He shall also upload details of the instrument(s) including amount, date, serial no, bank on which drawn, office in favour of whom it is drawn/pledge and the place where they are payable.
19. Bidders/Contractors can access tender documents on the website and must fill them and submit the completed tender documents in electronic form on the website itself; Bidders/Contractors shall upload scanned copies of all required papers, DD and certificates as required in the eligibility criteria. All the uploaded documents shall have the signature of bidder or their authorized signatories. The scanned copies should be of the original papers and certificates.
20. Corrigendum/ Addendum, if any will be published on the website itself.
21. Tenderers will have to declare by Affidavit that they have not been declared defaulter or blacklisted by any state Government/ central Government/ public Undertaking and scanned copy must be submitted along with Bid through e-Procurement portal [www.eporc.bihar.gov.in](http://www.eporc.bihar.gov.in) before the date and time specified in NIT. If such affidavit is subsequently found to be false, their tender shall not be considered and further legal action shall be initiated. Tenderers also upload an affidavit to the effect that they are not ineligible to participate in the tender.
22. For any information/complaints the departmental helpline (0612-2252553, 2252542, 2251622) may be contacted.
23. Before uploading tenders, bidders are advised to go through General Conditions, special Conditions and the conditions of the "Bihar Public Works Department Form no. F2 based rules, circulars and direction also
24. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of Download ability/visibility of the scanned & uploaded file by them.
25. No claim shall be entertained on account of disruption of internet service being used by bidders; Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
26. Bids along with necessary Online/Offline payment's details must be submitted through e-procurementportal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT and the original hardcopy of D.D / NSC and TD etc. should be submitted in the tendering authority office within specified period in NIT. The department does not take any responsibility for the delay /Non Submission of Tender/Non Reconciliation of online payment caused due to none availability of internet connection, network traffic / holidays or any other reason".
27. Bidders must upload scanned copy of PAN, GST registration, Labour license with bid through e-procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT.The undersigned reserves the right to reject any or all tenders without assigning any reason.

S/d  
Managing Director

## **SECTION -1**

# **INSTRUCTIONS TO BIDDERS**

**(ITB)**

## **INSTRUCTIONS TO BIDDERS**

### **(ITB)**

## **GENERAL INSTRUCTIONS**

### **1.0 Scope of Bid:**

- 1.1 The Employer named as VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LIMITED( referred to as Vaishal Patliputra Milk Union(VPMU) Feeder Balancing Dairy Complex Phulwarisharif, Patna 801505 invites bids for civil construction works required for work of new automatic Dairy Plant Building of capacity 4.0 LLPD as per design ,drawing ,specification ,BOQ & (design, drawing, BOQ only for Civil work will be provided by VPMU as defined in the documents and referred to as "the works")
- 1.2 The successful bidder is expected to complete the works by the intended completion date specified in the NIT / General Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

### **2.0 Source of Fund:**

The expenditure on this project shall be met from the budget of VPMU under NCDC fund.

### **3.0 Eligible Bidders:**

This Invitation for Bids is open to all bidders.

All bidders shall provide as given in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Project-in-Charge or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract, involve in supervision of the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices or being blacklisted by the State Govt. or Central Govt. or Public Undertaking, Autonomous Body or private party.

### **4.0 Qualification of the Bidder:**

- 4.1 All bidders shall provide Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, Design, Drawings & Specifications for Civil works are to be provided by VPMU as necessary as given in section 2 of this document in foregoing pages.
- 4.2 All bidders shall also furnish the following information's as given in foregoing section 2.
- (i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.
- (ii) Undertaking that bidder would be able to invest a minimum of cost up to 25% of the contract value of work, during implementation of contract.
- (iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount.
- (iv) Power of attorney.
- (v) Latest income tax clearance certificate from concerned department.
- (vi) Tender of bidders will not be entertained who are having pending work in VPMU / COMFE's union/unit exceeding five (05) months beyond the ordered time schedule i.e work is delayed

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beyond five months of the time line specified in purchase order for no fault of purchaser. Purchaser reserves the right to decide on the **Liability** for delay of work in VPMU

**(vii) Proof of similar nature of work as defined in foregoing section 2.**

4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and supporting documents with their bids as mentioned in foregoing Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of construction work performed for each of the last five years certified by CA;
- (c) Experience in works of a similar nature and size for the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts.
- (d) Major items of construction equipment proposed to carry out the Contract or evidence of arrangement of possessing them on hire/lease/buying as defined therein;
- (e) Qualifications and experience of key site management and technical personnel proposed for contract;
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (h) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work.
- (i) Authority to seek references from the Bidder's bankers.
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and dispute amount.
- (k) Proposals for subcontracting components of the Works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed for all contracts over Rs. 4.00 Crore) and
- (l) the proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 4.00 Crore)

**4.4 Bids from Joint ventures [This term is not applicable /permissible]**

(i.e. Points 4.4.1 to 4.8 as below are not applicable)

**4.4.1 Criteria for Joint Venture:**

Bids from joint venture are only allowed for the works having estimated cost more than Rs 10.00 Crore. Bids submitted by a joint venture (JV) of not more than a total of three firms as partners shall comply with the following requirements:

- (a) There shall be a joint venture Agreement (Refer Annexure specific for the contract package between the constituent firms indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purposed of this clause, the most experience lead partner will be the one defined. A copy of the joint Venture agreement in accordance with requirements mentioned in Annexure- 1 shall be necessarily submitted with the bid.

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- (b) Alternatively, a letter of intent to execute a JV in the event of successful bid shall be signed by all partner of JV and submitted with the bid together with a copy of the proposed agreement. Pursuant to the foregoing, the JV shall include amount other things, the joint venture's objectives, the proposed management structure, the contribution of each partner to joint venture operation, the commitment of the partners to joint and several liability for due performance recourse/ sanction within the joint venture in the event of default or with drawl of any partner and arrangements for providing the required indemnities.
- (c) The JV so formed shall also have to be registered with the concerned department after issue of LOA but before the agreement.

- 4.4.2 The bid, and in the case of the successful bidder, the form of agreement etc, shall be signed and/ or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing contract in respect of Agreement of Arbitration, etc.). On award of work, the form of Agreement and contract Documents shall be signed by all partners of the joint venture to conclude contract Agreement.
- 4.4.3 Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- 4.4.4 The partner -in- charge shall be authorized to incur liabilities and to receive instruction for and on behalf of the partners of the joint venture, whether jointly or severally and entire execution of the contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished with the bid.
- 4.4.5 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (1.3) above as well as in the Form of tender and the Form of Agreement (in case of a successful bidder).
- 4.4.6 In the event of default, all the partners of the joint venture will retain the full and undivided responsibility for the performance of their obligations under the contract and /or for satisfactory completion of the works.
- 4.4.7 The bid submitted shall include all there event information as required under the provisions of sub clause 4.5 of ITB and furnished separately for each partner. The requirement of key plants & equipments construction equipments as per Annexure A of SBD testing equipment for establishing field laboratory key personnel to be employed on contract work as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.
- 4.4.8 The bank guarantee/other suitable instrument in shape of bid security shall be issued in the name of JV and pledged in-favor of employer.
- 4.4.9 Each partner of the JV must produce:
- 4.4.9.1 The permanent account number (PAN) of Income tax.
- 4.4.9.2 An affidavit though 1st class Executive Magistrate that the information furnished with the bid documents is correct in all respect: and.
- 4.4.9.3 Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- 4.4.10 Each bidder must demonstrate:
- 4.4.10.1 Availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory test and those stated in the Appendix to ITB. The requirement of key plants & equipments construction equipments as per Annexure A of SBD testing equipment for establishing field laboratory key personal to be employed on contract work as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.
- 4.4.10.2 Availability for construction work of technical personnel as stated in the Appendix to ITB. The requirement of key plants & equipments construction equipments as per Annexure A of SBD testing equipment for establishing field laboratory key personnel to be employed on contract work as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.



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- 4.4.10.3 The joint venture must satisfy collectively the criteria laid down in para 4.4.10.1 & 4.4.10.2 above.
- 4.4.10.4 Liquid assets and/ or credit facilities, net of other contractual commitments and exclusive of any advance payments which any be made under the contract, of not less than the amount specified in the Appendix to ITB.
- 4.4.10.5 The bidder must not have in his employment.
- 4.4.10.6 The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons, The bidder must produce an affidavit stating that the near relations of the VPMU, Gaya officers are not in his employment:
- 4.4.11 to qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contract.
- 4.4.12 If bidder is joint venture, the partners would be limited to three (including lead partner). Joint venture firm shall jointly and severally responsible for completion of the project. Joint venture must fulfill the following minimum qualification requirement.
- 4.4.13 The lead partner shall meet not less than 50% (fifty percent) of qualification criteria given in sub-clause 4.2 (iv) ,4.5 A, 4.5 B, 4.7 & 4.8 of ITB given in foregoing pages.
- 4.4.14 Each of the remaining partners shall meet not less than 25% (Twenty five percent) of qualification criteria given in sub-clause 4.2(iv) 4.5 A, 4.5 B, 4.7 & 4.8 of ITB given in foregoing pages.
- 4.4.15 The joint venture must also collectively satisfy the subject of the criteria of clause 4.2 4.5 A, 4.5 B, 4.7 & 4.8 of ITB for this purpose the relevant figures for each of the partners shall be 100% or more.
- 4.4.16 In the event that the employer has caused to disqualify under clause 4.8 of ITB and the constitutions stated below of all the joint Venture partners will be disqualified.
- 4.4.17 Joint venture applicants shall provide certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into with the bid.
- 4.4.18 The available bid capacity of the JV as required under clause 4.7 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.  
The available bid capacity will be calculated as under  
Assessed Available Bid capacity = (A\*N\*M-B)  
Where  
A = Maximum value of civil engineering works similar nature executed in any one year during the last five years (up dated to the price level of the last year) taking into account the completed as well as works in progress.  
N = Number of years prescribed for completion of the works for which bid are invited.  
M = 3.  
B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.
- Note 1: Copy of certificate of completion of works showing, W.O., no. & date, Agreement no & date, awarded time of completion, actual time of completion and Financial year wise payment certificates duly signed by competent authority (with seal) are to be attached for calculation of civil works executed in any one Financial year.
- Note 2: For providing calculation of bid capacity the maximum value of the payment in a specified financial year must be taken into consideration.
- Note 3: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Project-In-Charge, not below the rank of an executive Engineer or equivalent.
- 4.4.19 Sub- Contractors (duly authorized) experience and resources shall be taken into account in determining the bidder's compliance with the qualifying criteria. The sub contractor's role may be verified by the employer.

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4.4.20 Qualification of a joint venture does not necessarily qualify any or its partners individually or as a partner to any other joint venture. In case of dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification, requirements subject to the written approval of the Employer.

4.4.21 The rescinding of contract of a joint venture on account of reasons other than non- performance, such as most experienced partner of joint venture pulling out, court direction leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.5 (A) to qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix to ITB.

(a) Achieved a minimum annual financial turnover (in all classes of Civil Construction works only) volume of work of at least the amount equal to 100% of the estimated cost of works for which bid has been invited in the last three years.

(b) Satisfactorily completed as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix/section 2

or

(c) Executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.

- Cement concrete (including RCC and PCC)	.....cum
Earthwork in both excavation and embankment (Combined quantities)	.....cum
-.....	.....cum
-.....	.....cum

(d) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year.

(e) The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one year.

4.5(B) **Each bidder should further demonstrate:**

(a) Availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works should be given.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(1) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) Availability for this work of personnel with adequate experience as required; as per Annexure-II.

(c) Liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix (Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)

4.5(C) To qualify for the contract made up of this and other works / contracts for which bids have been invited, the bidder must demonstrate having their experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts / works.

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above.

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (Ax N x 3 – B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works

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in progress. Supporting documents (payment certificate/order copy & completion certificate etc) to be enclosed

N = Number of years prescribed for completion of the works for which bid (s) is / are invited.

B = Value (updated to the price level of the year indicated in Appendix to ITB) of existing commitments and on-going works to be completed during the next one year. Supporting documents (payment certificate/order copy & completion certificate etc) to be enclosed.

Note 1: Scanned Copies of certificate of completion of works showing W.O. no & date, Agreement no & date, awarded time of completion, actual time of completion and Financial year wise payment certificates duly signed by competent authority (with seal) are to be uploaded / attached for calculation of civil works executed in any one Financial year. Format given in prequalification terms are to be filled up as required.

Note 2: For providing calculation of bid capacity the maximum value of the payment in a specified financial year must be taken into consideration.

Note 3: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Competent authority / payment authority

4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

## **5.0 Cost of Bidding / Bid document:**

5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

5.2 Further cost of tender document is prescribed in the NIT which shall be in the shape of Demand draft issued in favor of VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH Ltd, Payable at Patna.

5.3 Payment of cost of Bid should be on or before the date of down loading of the tender document. Demand drafts of prior date (before date of NIT) shall not be accepted.

## **6.0 Site Visit:**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## **7.0 BIDDING DOCUMENTS:**

### **7.1 Content of Bidding Documents:**

The set of bidding documents comprises the documents listed below:

<b><u>Sections</u></b>	<b><u>Particulars</u></b>
	Invitation for Bids (IFB)
Section - 01	Instructions To Bidders (ITB)
Section - 02	Qualification Criteria of Bidders
Section - 03	General conditions of contract for civil work
Section - 04	Contract data
Section - 05	Special condition of contract for civil work
Section - 06	Technical Specification
Section - 07	Formats of different securities & other forms
Section - 08	Bill of Quantity for civil work

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7.2 The bidder is expected to examine carefully all instructions, conditions of contract, terms, technical specifications, bill of quantities, forms, Annexes etc in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

**8.0 Clarification of Bidding Document:**

8.1 A prospective bidder requiring any clarification of the bidding documents may notify to VPMU / Employer in writing or by E-mail or in pre-bid meeting at the VPMU address indicated in invitation to bid. The employer will respond to any request for clarification which he received earlier than ten (10) days prior to the dead line for submission of the bids.

Copies of the employer's response will be forwarded to all purchasers of bidding documents, including description of the enquiry but without identifying its source.

**8.2 Pre-bid meeting:**

8.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in NIT.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The bidder is requested to submit any questions in writing or by Email to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 7.1 above which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9.0 below and not through the minutes of the pre-bid meeting.

8.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

**9.0 Amendment of Bidding Documents:**

9.1 before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded on e-portal.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 18.2 below. This is sole discretion of employer.

**10.0 PREPARATION OF BIDS:**

**10.1 Language of the Bid**

All documents relating to the bid shall be in the English language.

**11.0 Documents Comprising the Bid:**

11.1 The bid shall be uploaded by the bidder as per the bidding document in TWO separate e- tender formats / part on e-portal ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)) after purchase of tender. For any clarification regarding registration/purchase of tender/uploading on e-portal, BELTRON office, Patna may be contacted.

**Part – I:**

It shall be named "Technical Bid" and shall be comprised & be uploaded.

(i) Proof of Earnest money in the form & amount as specified in point 15.0 below of ITB.

(ii) Qualification Information and supporting documents as specified in Section- 2.

(iii) Certificates, undertakings, affidavits as specified in Section – 2.

(iv) Any other information pursuant to Clause 4.2 of these instructions to bidders (ITB).

(v) Undertaking that the bid shall remain valid for the period specified in Clause 14.1 below.

An affidavit affirming the information he has furnished in the bidding document is correct to the best of his knowledge and belief and other affidavit as mentioned in the tender document (In prescribed Format)

### Part – II:

It shall be named "**Financial Bid**" and shall be comprised and be uploaded.

- (i) Bill of Quantities for Civil works is uploaded in the tender document. Bidders shall quote their Prices in the financial bid format as
- (ii) A. Rate to be quoted For Civil Part:
- % below the estimated cost (both in word & figures)
  - at the estimated cost (both in word & figures)
  - % above the estimated cost (both in word & figures)
- B. Final quoted value in reference of BOQ should be uploaded / quoted both in words & figures.
- C. No cut & error will be entertained.

11.2 Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Sections	Particulars
01	Invitation for Bids
02	Instructions to Bidders
03	Conditions of Contract (General & Special)
04	Contract Data
05	Technical Specifications
06	Bill of quantity (Civil work)

12.0 **Bid Prices:**

- 12.1 The contract shall be for the whole works as described in Scope of bids based on the priced Bill of Quantities submitted / uploaded by the Bidder.
- 12.2 All duties, taxes, and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted / uploaded by the Bidder.
- 12.3 The rate and prices quoted by the bidder shall be fixed for the duration of the completion of the Contract and shall not be subject to adjustment on any account (For contracts up to 18 months period).

13.0 **Currencies of Bid and Payment:**

- 13.1 The units rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14.0 **Bid Validity:**

- 14.1 Bids shall remain valid for a period not less than 180 (one Hundred eighty days) after the deadline date for bid submission as specified in NIT. Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.0 **Earnest Money / Bid security:**

- 15.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as given below for the information to bidders however Project estimated value /cost & EMD amount is mentioned in the NIT. Please follow NIT

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Sl no	Description	EMD amount in Rs at the rate of
i	For projects having Estimated value /cost up to Rs 10.00 (Ten) Crore	@2 % (Two percent) of Rs 10 (Ten) Crore
ii	For project having Estimated value/ cost above Rs 10.00 (Ten) Crore @ 1 % ( One percent ) of the amount exceeding Rs 10.00 (Ten) Crore in addition to 15.1.(i).i.e. – For Estimated cost of Rs 14.00 Cr, the bid security would be :	2% of Rs 10.00 Cr i.e. Rs 20, 00,000.00 + 1% of Rs 4.00 Cr i.e. Rs 2, 00,000.00 = Rs 22,00,000.00

iii) This bid security shall be in favor of Employer as named in clause 1.1 above and may be in one of the following forms:

- a. Indian Post Office Term deposit 3 years/ 5 years/ National Savings Certificate endorsed by the competent postal authority in Bihar issued in the same year & duly in favor of "VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD, Patna".
  - b. Fixed deposit receipt of a Nationalized Bank, Fixed deposit receipt should be valid for six months after the last date of receipt of tender and shall be pledged in favor of VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD, Patna".
  - c. Unconditional Bank guarantees from any Nationalized Indian Bank issued within the state in the format given in section namely Securities & other Forms in foregoing pages. (If issued from any bank outside the state will be converted to any bank within the state before executing the agreement)
  - d. Bank Draft issued by a Nationalized bank in favor of VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD, Patna " payable at Patna .
  - e. Further the scanned copy of bid security shall be uploaded on the e-tendering format and the hard copy of the same shall be sent within time schedule as given in NIT in a sealed envelope super scribed with NIT no & date , Name of work and EMD / Bid security.
  - f. Similarly the scanned copy of cost of tender shall be uploaded on and the hard copy of the same shall be sent in time schedule as given in NIT in a sealed envelope super scribed with NIT no & date , Name of work and cost of tender
- 15.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 15.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1 and 15.2 above shall be rejected by the Employer as non-responsive.
- 15.4 The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 14.1.
- 15.5 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- The Earnest money may be forfeited -
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 24

**OR**

- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement, or
  - (ii) Furnish the required Performance Security.

**16.0 Format and Signing of Bid**

- 16.1 The Bidder shall upload one set of the bid comprising of the documents as described in clause 11 of ITB.
- 16.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All papers of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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16.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17.0 **SUBMISSION OF BIDS:**

17.1 Bids shall be submitted as per e-tendering format.

18.0 **Deadline for Submission of the Bids:**

18.1 Complete Bids (including Technical and Financial) must be uploaded in due date & time. as given in NIT .No tenders shall be uploaded after due date & time as given in NIT .

18.2 The Employer may extend the deadline for uploading / submission of bids by issuing an amendment in which case all rights and obligations are of VPMU.

19.0 **Late Bids:**

**No Bid shall be uploaded after the deadline prescribed in NIT. VPMU will be not liable for any technical fault on e-portal.**

20.0 **BID OPENING AND EVALUATION:**

20.1 **Bid Opening:**

20.1.1 VPMU will open all the uploaded bids on or after due date & time as given in NIT. The Managing director , VPMU reserves the right to extend the date & time of opening of the techno commercial part of bid subject to verification of number of participation and also in the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened on or after the appointed time and location on the next working day .

20.1.2 As it is an e-tendering, bidders or their authorized representative may or may not be present at the time of opening of the techno commercial bid because a message will be automatically sent to the bidders that their bid has been opened or not .

20.1.3 Subsequent to opening of the technical bid of the tender the techno commercial part of those bidders will only be considered whose hard copy of bid security & cost of tender will be authenticated by VPMU with those which were uploaded on the e-tendering format. The envelope containing bid security & cost of tender shall be opened first and then compared with the scanned copy uploaded. if the amount, form and validity of the Earnest money & cost of tender uploaded does not conform to the amount and validity with the hard copy, their bid will not be considered and their hard copy of EMD will be returned to the bidder intact .

20.1.4 **Time of opening of "Financial Bid", shall be communicated to successful bidders latter on by VPMU.**

20.2 **BID OPENING AND EVALUATION:**

The technical bid of bidders whose instruments are received at VPMU Hqr within stipulated time and terms as per NIT will be opened on e-portal.

Documents pertaining to qualification as uploaded by the bidder on e-portal will be evaluated. Bidder fulfilling all the criteria as per tender document, there price bid will be opened on e-portal.

21.0 **Process to be Confidential:**

21.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the work / contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

24.0 **Clarification of Financial Bids:**

22.1 To assist in the examination, evaluation and comparison of Bids if required, the employer may, at his discretion, ask any bidder for clarification/supporting documents of his bid, including break

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up of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

- 22.2 Subject to sub-clause 21.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time of contract awarded. If bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award, decision may result in the rejection of the Bidders bid.
- 23.0 Examination of Bids and Determination of Responsiveness:**
- 23.1 During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria as defined (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e rates as per bill of quantities & acceptance of technical specifications. No deviation in any shall be accepted.
- 23.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 23.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 24.0 Correction of Errors:**
- 24.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quality, the unit rate as quoted will govern.
- 24.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure or calculation error, the bid amount adjusted with the concurrence of the Bidder in the following manner:
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.  
Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited in accordance with Sub-Clause 13.5 (b) as above.
- 25.0 Evaluation and Comparison of Financial Bids:**
- 25.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- 25.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause 22; or
- (b) Making appropriate adjustments for any other acceptable variations, deviations.
- 25.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.
- 25.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause / point 27 given below be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.



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- 25.5 A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.
- 25.6 Any item not included in the bill of quantity but is required for the functional requirement of the plant shall be considered in the quoted price. No additional amount will be paid if such requirement is figured and raised out by employer in future during execution of project.

**26.0 AWARD OF CONTRACT:**

**26.1 Award Criteria:-**

- 26.1 subject to Clause 27 below, the Employer will award the Contract to the Bidder whose Bid has been determined
- (i) To be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest any of the packages opened earlier than the one under consideration.
- In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

**Note: - Point 26.1 (ii) is not applicable as joint venture is not allowed**

**27.0 Employer's Right to accept any Bid and to reject any or all Bids:**

Notwithstanding Clause 26 above, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject any or all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Employer's action.

**28.0 Notification of Award and Signing of Agreement**

- 28.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and as in the General Conditions of Contract called the "Letter of Acceptance" ( LoA ) ) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the total Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause / point 29.0 below.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.

**29.0 Performance Security: "NOT APPLICABLE"**

- 29.1 Within 15 (Fifteen) days of receipt of the Letter of Acceptance, (LoA) from the employer the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 2% ( Two percent ) of the total contract price for civil portion given in LoA including earnest money plus additional security for unbalanced not more than 0.25 % of the Contract Price. Remaining 8% of will be deducted from the running bills and 10 % of the total contract price for given in LoA.
- 29.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee issued by a nationalized Indian bank in the name of Employer, it shall be issued either
- a) at the bidder's option by a nationalized Indian bank within the state or
- b) Acceptable to employer.
- 29.3 Failure of the successful Bidder to comply with the requirements of prequalification terms / clauses, general conditions of the contract namely "Cancellation of the contract in full or part" shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 29.4 **Additional Performance Guarantee For Civil Portion [Not applicable]**  
If bidders quote the rate below then estimated cost they will be required to deposit additional performance guarantee as given below:
- a) If quoted rate is 0 to 5 % below the estimated cost the PG amount will be 0.25 % for each % of below rate .

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- b) 5 to 10% below the estimated cost the PG amount will be 0.5 % for each % rate quoted .  
c) If the quoted rate is below 10 % the estimated cost bid shall be liable for rejection / disqualification.

**30.0 Advance Payment and Security: - "NOT Applicable "**

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract in foregoing pages.

**31.0 Corrupt or Fraudulent Practices**

31.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

31.2 Furthermore, Bidders shall be aware of the provision stated in -Clauses given in the General special & special conditions of the contract in foregoing pages .

**34.0 Alternative Proposals by bidder**

Bidder shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the specification.

Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

-----  
**APPENDIX to ITB**

Sl no.	Particulars	Reference Clauses of ITB	To be filled up bidders
01	Name of the Employer	(under clause 1.1)	
02	The last five years means (April to March) 2015 - 2016 2016-2017 2017 - 2018 2018 - 2019 2019 - 2020		
03	The required annual financial turn over should not be less than 100%of the estimated cost	[under clause 4.5 A(a)]of ITB	Not applicable
04	Value of work should not be less than 50% of the estimated cost.	[under Clause --4.5 A(b)] of ITB .	Not applicable
05	Quantities of work are : Quantity of the different items along with standard specification of PWD(Bihar) will have to be submitted /uploaded by the bidder as per the drawing & BOQ	[Under Clause --4.5 A(c)] of ITB .	Not applicable
06	Value of building electric works (In words)	[under clause 4.5 A(d)]	Not applicable
07	Value of water supply & sanitary works in words	[under clause 4.5 A(e)]	Not applicable
08	Bidding Capacity	(under clause 4.7 of ITB))	
09	Liquid assets and /or availability of credit facility(Bank Solvency)	Under clause 4.1 qualification information ( section 2)	
10	The Pre-bid meeting will take place on ---- ----at -----Hrs. (address of the venue) on VPMU Office, Patna	(under clause 8.2 )	As per NIT

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11	The technical bid will be opened on ----- ---- at 3.30 PM on <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>		As per NIT												
12	Address of the Employer (VPMU) , Patna	(under clause 1.1)													
<b>Sl no.</b>	<b>Particulars</b>	<b>Reference Clauses of ITB</b>	<b>To be filled up bidders</b>												
13	<u>Identifications</u> • This Bid is for Civil Construction required for automatic dairy plant at Hajipur as per design specification & BOQ														
14	Bids may be submitted only in percentage rate method														
15	Schedule of rate for civil portion is applicable for percentage rate method.														
16	Bid should be uploaded / submitted latest by – ASPER NIT date & Time														
17	The technical bid shall be opened on <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>														
18	The bank draft shall be in favor of <u>VAISHAL PATLIPUTRA Utpadak Sahkari Sangh Ltd.Patna</u>														
19	Escalation factors (for the cost of work executed and financial figure to common base value for works completed) – <table border="1" data-bbox="379 1283 786 1473"> <thead> <tr> <th>Year Before</th> <th>Multiply Factor</th> </tr> </thead> <tbody> <tr> <td>One</td> <td>1.1</td> </tr> <tr> <td>Two</td> <td>1.21</td> </tr> <tr> <td>Three</td> <td>1.33</td> </tr> <tr> <td>Four</td> <td>1.46</td> </tr> <tr> <td>Five</td> <td>1.61</td> </tr> </tbody> </table>	Year Before	Multiply Factor	One	1.1	Two	1.21	Three	1.33	Four	1.46	Five	1.61		NOT APPLICABLE
Year Before	Multiply Factor														
One	1.1														
Two	1.21														
Three	1.33														
Four	1.46														
Five	1.61														
20	Bids will be submitted in Percentage Rate basis for civil.														

**ANNEXURE – I****NOT APPLICABLE****FORMAT FOR JOINT VENTURE AGREEMENT**

If the application is made by a Joint Venture of two or more firms (limited to three firms), the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by the competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective firms for the purpose of forming the joint venture. A legally authorized signatories of the all the firms of the joint venture shall accompany the application. The JV agreement shall be signed by the authorized

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representative of the Joint Venture. The JV Agreement shall need be submitted consisting but not limited to the following provision:-

- a. Name, Style and project (s) specified JV with head office address.
- b. Extent (or Equality) of participation of each party in the JV.
- c. Commitment of each party to furnish the Bond Money (i.e. Bid Security, Performance Security and security for the Mobilizations Advance) in proportion to his participation in the JV.
- d. Responsibility of each partner of JV (in terms of Physical and Financial involvement)
- e. Working capital arrangement of JV.
- f. Operation of separate bank account in the name of JV to be operated by at least one foreign partner and local partner. In case of JV among local partners, all the partner are required to operate.
- g. Provision for cure in case of non- performance of responsibility by the party of the JV.
- h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interest in the JV to any party including existing partner(s) of the JV. The Employer derives right for any consequent action (including blacklisting) against any JV partners in case of any breach in this regard.

Management structure of JV with details.

Lead partner to be identified who shall empowered by the JV to incur liabilities on behalf of JV.

Parties/Firms committing themselves to the Employer for jointly and severally responsible for the intended works.

The Power of Attorney shall be duly notarized.

Any relevant details.

-----

## **SECTION 2**

### **QUALIFICATION INFORMATION** **(To be filled in by Bidder)**

## **QUALIFICATION INFORMATION**

### **1.0 For Individual Bidders/Consortium of Firms**

1.1 For Constitution or legal status of Bidders – Consortium/ Joint ventures [NOT PERMISSIBLE].

#### **1.1.1 For all bidders**

1.1.1.1 Place of registration:

1.1.1.2 Principal place of business:

1.1.1.3 Power of attorney of signatory of Bid (Upload / Attach)

1.1.1.4 Total value of civil construction work of buildings including PHE, Sanitary & Electrical works in building construction.

1.1.2 Demand draft for required value of cost of BOQ/ tender.

1.1.3 Sufficient Earnest money deposit as mentioned in NIT  
(Note - Upload / Attach document pertaining to above)

### **2.0 QUALIFICATION CRITERIA**

The bidders / firms should meet the following minimum qualifying criteria for getting pre-qualified – please mention the value of such works and also supporting documents are to be up loaded / attached.

#### **● Past work experience of similar nature**

Satisfactory completed at least one similar work of value not less than 50% (Fifty percent) of the estimated value/capacity of the contract in last five years (current financial year is also applicable) as mentioned in technical bid format. Scanned copies of work order/ agreement and certificate of completion/ performance of similar work from officer of Executive engineer or competent authority of central/ state Govt/ PSU/ Autonomous body /co-operative are to be uploaded.

**Accordingly either of three options as given below are to be fulfilled:**

2.1 Single project of Similar Nature of at least 50% (Fifty percent) of estimated the value/capacity

2.2 Two projects of Similar Nature each of (fifty Percent) 50% of (fifty Percent) 50% of the estimated value/capacity

2.3 Three projects of Similar Nature and each of (Thirty Three percent) 33% of (fifty Percent 50% of estimated value/capacity

#### **3.0 The definition of similar works is as under:**

Bidder should have successfully completed any of the following works:-

3.1 Should have experience in building construction works.

3.2 Should have experience in construction of Dairy plant/chilling plant/ dairy service building.

3.3 Should have experience in construction of ice cream plant/beverages and other agriculture bi-product buildings.

#### **4.0 Annual Turnover during last 3 years -**

Annual turnover in all classes of civil works preferably building construction works should not be less than 50 % (Fifty) of estimated cost of the work for which bid has been invited during last 5

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years. but audited annual reports from a Chartered Accountant firm of last three (03) years should be submitted.

(Attach /upload audited copies of certificate (S) from Chartered Accountant firm )

**4.1 Latest Bank Solvency -**

10% (Ten) of estimated value at least

(Please attach / upload supporting document obtained from bidders banker. Not more than 3 months old from the date of NIT).

**5.0 Detail Work performed in the last five years:**

(in Rs. Million and please fill up the format given below)

Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years. As given below:

(April – March)

Financial year	Project Name	Name of The Employer	Description of work	Contract No. & date/Date of issue	Value of of Contract (Rs. In Crore)	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed)
2014-2015								
2015-2016								
2016-2017								
2017-2018								
2018-2019								

**Notes :-**

i) Please fill up the above format Through typing and then upload.

ii) Attach certificate(s) from the Executive Engineer/ Engineer(s)-in-Charge / competent equivalent authority of Central/ State Govt/ PSU/ private sector for work experience of similar nature in support of above information/requirement.

6.0 Quantities of civil work executed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years : (Civil Works)

Year	Name of the work	Name of employer	Quantity of work performed (cum) @ Remarks							Mech./ Electrical Work	Remarks (indicate Contract Ref
			Cement Concrete (including RCC & PCC)	Masonry	Earth works	WBM	WMM	Bituminous Work			
2015-2016											
2016-2017											

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2017-2018										
2018-2019										
2019-2020										

7.0 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and ongoing works: **NOT APPLICABLE**

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Anticipated date of Completion
1	2	3	4	5	6	7	8

Note:-

- Please fill up the above format through typing and then upload.
- Attach certificate(s) from the Engineer(s)-in-Charge / competent authority in support of above information. / Requirements \* Attach certificate(s) from the Engineer(s)-in-Charge
- The item of work for which data is requested should tally with that specified in ITB clause 4.5A

(B) Works for which bids already submitted: **NOT APPLICABLE**

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

8.0 Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause 4.5(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instruction to Bidders.

**NOT APPLICABLE**

Description	Requirement	Availability proposals	Remarks
-------------	-------------	------------------------	---------



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of works	No.	Capacity	Owned/ Leased to be procured	Nos./ Capacity	Age/ Condition	(from whom to be purchased)
1	2	3	4	5	6	7

- 9.0 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders.

**NOT APPLICABLE**

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position

- 10.0 Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3(k)]

**NOT APPLICABLE**

Up load / Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works in Reference to Clauses of ITB.

- 11.0 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case

Sanction of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work
1	2	3	4

of companies/corporation), etc. List them below and attach copies.

- 12.0 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 13.0 Name, address and telephone, numbers, e-mail id of the Bidders' bankers who may provide references if contacted by the Employer.
- 14.0 Information on litigation history in which the Bidder is involved in following format to be attached/ uploaded. Hiding the fact will lead to termination of contract.

Name of Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

- 15.0 Tender of bidders will not be entertained who are having pending work in VPMU GAYA/union/unit exceeding five (05) months beyond the ordered time schedule i.e work is delayed beyond five months of the time line specified in purchase order for no fault of purchaser. Purchaser reserves the right to decide on the liability for delay of work in VPMU GAYA/union/unit.
- 16.0 To qualify in the techno- commercial bid, bidder must possess the above pre-qualification terms from 01 to 15. They must upload the scanned copies of the required documents in technical bid format of e- tender.
- 17.0 Contractor / agencies should satisfy themselves fully about the nature, site work before offering their tender. Plea of any ignorance afterward shall not be considered.
- 18.0 Please attach / upload following documents as mentioned in technical bid format.
- 18.1 Affidavit / certificate for not being debarred / black listed.
- 18.2 Certificate showing PAN number
- 18.3 Proposed program & methodology for construction as mentioned in technical bid format
- 18.4 Undertaking of being able to invest a minimum of cost up to 25%(twenty five) of contract value of work during implementation of project/ work as mentioned in technical bid format on Rs. 1000 non judicial stamp paper.
- 18.5 List of technical staffs as mentioned in ITB/ technical bid format
- 18.6 Litigation history as mentioned in technical bid format.

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- 19.0 Tender without earnest money or insufficient earnest money & cost of tender submitted with tender shall be out rightly rejected.
- 20.0 Any minor work not mentioned in the scope of work but is needed for functional requirement of plant is to be done by bidder without any extra cost as the project is on turn key basis.
- 21.0 Conditional tender shall be out rightly rejected.
- 24.0 **Additional Requirements:**  
Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.
- (i) Affidavit
  - (ii) Undertaking
  - (iii) Update of original prequalification application
  - (iv) Copy of original prequalification application
  - (v) Copy of prequalification letter

---

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES  
(CLAUSE 4.2 (i) OF ITB)  
BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is reputed company with a good financial standing. If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing to the above contract during the contract period.

( \_\_\_\_\_ )  
(Signature, Name of Bank, Senior Bank Manager, Address of the Bank)

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. If found fake/forged, the undersigned will be liable for inflexion upon the FIR and lawful punishment as well as blacklisting.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ has abandoned any work of any Govt. department in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract. \_\_\_\_\_

(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

## **SECTION – 3**

### **General conditions of contract**

**For**

**Civil Work**

## SECTION – 3

### GENERAL CONDITIONS OF THE CONTRACT /TENDER

#### GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders".
2. Depending on whether this is used for percentage rate tender (P.W.D. - 2) or item rate tender (P.W.D. - 3)
3. P.W.D.- 1, Schedules A to F, special conditions/ specifications and drawing only will be issued to intending bidders. The standard form shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
4. All blanks are confined to Notice Inviting Tender (P.W.D.- 1) and Schedules A to F.
5. Authority approving the Notice Inviting Tender (NIT) shall fill up all the blanks in P.W.D - 6 and in Schedules B to F before issue of Tender Papers.
6. The intending bidders will quote their rates in Schedule A.
7. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled shall be separately issued to all intending tenderers.

### VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD

#### T E N D E R   A C C E P T A N C E

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F. Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the VPMU within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for one hundred twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. .... has been deposited as/receipt treasury challan/deposit at call receipt of a Nationalized bank/NSC/Postal Certificates/ fixed deposit receipt of Nationalized bank/demand draft of a nationalized bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said VPMU or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if/we fail to commence work as specified, I/we agree that VPMU or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not coVPMUicate information/derived there from to any person other than a person to whom I/We am/are authorized to coVPMUicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Signature of Contractor

Postal Address:

Witness:

Address:

Occupation:

**A C C E P T A N C E**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the VPMU for a sum of Rs.....(Rupees.....)  
.....)

The letters referred to below shall form part of this contract Agreement:-

- a)
- b)
- c)

For & on behalf of the VPMU  
Signature.....  
Dated.....

## **GENERAL CONDITIONS OF CONTRACT FOR CIVIL, ELECTRICAL & PHE WORKS**

### **1.0 Definitions:**

The contract means the document forming the tender and acceptances thereof and the formal agreement executed between the competent authority on behalf of the (referred hereinafter as 'VPMU') and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time form one contract and shall be complementary to one another.

- 4.0 In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:-
- i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
  - iii) The Contractor shall mean the individual, firm or company, whether incorporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company.
  - iv) The VPMU means the VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD, Patna as defined under Bihar State Co-Operative Act and its successors, assigns if any.
  - v) The Project -In-Charge means the Engineering Incharge FBD / Incharge Hajipur dairy or an officer authorized by MD, who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the VPMU as mentioned in Schedule 'F' hereunder.
  - vi) VPMU shall mean the VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD, Patna referred to as VPMU [referred to as VAISHAL PATLIPUTRA Milk UNION]  
Competent Person to sign agreement: - Managing Director or the person authorized by Managing Director shall be competent authority to sign the Agreement
  - vii) Excepted Risk are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of VPMU, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by VPMU of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to VPMU's faulty design of works.  
Provided that the Contractor is to take all necessary measures to prevent such adverse impact and damage and he would also show that he has taken all due precaution to prevent /minimize any adverse effect/ damage from the above.
  - viii) The Defect liability certificate is the certificate issued by Engineer In charge /Site engineer, VPMU after defect liability period has ended and upon correction of defects by the contractor.  
The defect liability period will be as per clause 2 of SPECIAL CONDITION OF CONTRACT for Civil Work on forgoing pages.
  - ix) The intended completion is the time intended to complete the work by the contractor.
  - x) The start date is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.
  - xi) A sub contractor is a person or corporate body who has a contract with the contractor to carry out a part of the construction work in the contract, which includes work on the site.
  - xii) Temporary works are works designed, constructed, installed and removed by the contractor that are needed for construction or installation of the works.
  - xiii) Market Rate shall be the rate as decided by the Competent Authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.

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- xiv) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of VPMU mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to date of receipt of the tender.
- xv) Authority means Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd, Patna (Bihar) which invites tenders on behalf of VPMU as specified in schedule 'F'.
- xvi) Specifications mean the specifications followed by relevant Authority of the Government of India or State Government in the area where the work is to be executed and/or as specified by VPMU.
- xvii) Tender value/Agreement value means the value of the entire work as stipulated in the letter of award;

**3.0. Scope and Performance:**

- 3.1 Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 3.2. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 3.3 The contractor must furnish, free of cost one certified copy of the contract documents with standard specifications and such other printed and published documents, together with all drawings in three sets & in CD as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

**4.0 Works to be carried out**

- 4.1 The work to be carried out under the Contract shall, except as otherwise provided these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

**5.0 Sufficiency of tender**

- 5.1 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 quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 5.2 The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

**6.0 Discrepancies and Adjustment of Errors**

- 6.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-
  - i) Description of Schedule of Quantities.
  - ii) Particular Specification and Special Condition, if any
  - iii) Drawings.
  - iv) Indian Standard Specifications of B.I.S.
- 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, Managing Director, VPMU shall be the deciding authority in regard to the intention of the document and his decision shall be final and binding on the contractor.
- 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**7.0 Signing of Contract**

- 7.1 The successful tenderer/contractor, after submitting the Bid Security i.e. within 15 (Fifteen) days of receipt of letter of acceptance (LoA) shall attend VPMU for authentication, signing and completion of the contractor document and execute the agreement consisting of :-

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- i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii) Standard Form as mentioned in Schedule 'F' consisting of:  
Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
- 8.0 The contractor will arrange for all kinds of accidental security measure for Labours/ Workers/ Engineers during the period of work in progress and will be responsible for any liability arising out of accident at the site while work is in progress and before handing over of the project to VPMU.  
The contractor will arrange for all facilities which are required as per law related to pollution & environmental control and safety, when the work is in progress till handover of the project to VPMU.

**VARIOUS CLAUSES OF CONTRACT**

**CLAUSE -1 Security Deposit / Performance Guarantee**

["The total security deposit // Performance Guarantee shall be of (10 %) ten percent" which will be recovered as below: -]

- (i) As the estimated cost on which tender has been invited is not more than 10 (ten) Crs ,the successful contractor shall submit an irrevocable Security Deposit / Performance Guarantee of 5 % (Five percent) of the tendered amount for civil work including earnest money of 2 % (Two) i.e. Security deposit of 3 (three Percent) in the shape as
- Fixed deposit receipt of a Nationalized Bank should be valid for 28 days after defect liability period paid and pledged in favor of Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd, Patna Bihar
  - Demand Drafft of a Nationalized Bank issued in favor of the above Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd, Patna Bihar
  - One year or two year or three year post office time deposit in the favor of the Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd, Patna Bihar
  - National Saving Certificate issued within the state pledged in favor of Vaishal Patliputra Dugdh Utpadak Sahkari Sangh Ltd, Patna Bihar
  - 5 year National Development Bond State Development Loan Certificate
  - Amount indicated I NIT.
- Or
- Bank Guarantee for work costing more than one or any other deposits mentioned elsewhere in the contract for his proper performance / security of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in scheduled 'F' from the date of issue of letter of acceptance. This period can be further extended by the Site engineer, VPMU up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of VPMU.
- (ii) The Security deposit /performance Guarantee shall be initially valid up 60 days beyond the defect liability period. In case the time for completion of work gets enlarged, the contractor shall get the validity of The Security deposit/ performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee/ The Security deposit shall be returned to the contractor without any interest. Rest 5 % (Five Percent) of bill amount of civil work will be deducted from the each running bills as Security deposit / performance security.
- (iii) Engineer Incharge / Site engineer shall not make a claim under the Performance guarantee except for amounts to which the VPMU is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the security deposit / Performance Guarantee as described herein above, in which event the Site engineer / Engineer Incharge may claim the full amount of the security deposit / Performance guarantee.



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- (b) Failure by the contractor to pay VPMU any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Consultant-In-Charge.
- (c) Failure by the Agency to rectify any defects as defined in the defect liability clause in the schedule- F of contract data to the satisfaction of the Site engineer the contractor has to pay VPMU, any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by Site engineer.
- (iv) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the VPMU.

**CLAUSE- 1 A (Recovery of Security Deposit)**

The person/persons whose tender(s) may be accepted (hereinafter called the successful contractor) shall permit VPMU at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5 % (Five percent) of the gross amount of each running bill for civil work till full amount of security deposit (10%) of agreement value or value of work (whichever is higher) is reached.

- If value of work exceeds the agreement value, security deposit (10%) will be recovered from the running bills.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the VPMU on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Nationalized Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the VPDUSSL(VPMU), Bihar any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

**CLAUSE - 2 (Compensation for Delay)**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the VPMU on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer Incharge / Site engineer (whose recommendation in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- i) Compensation (at the rate of one & Half percent) @ 1.5 % per month of delay to for delay of work be computed on per Day basis provided always that the total amount of compensation for delay to be paid under this condition shall not exceed (Ten) 10% of the Tendered Value of civil work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the VPMU. In case, the contractor does not achieve a particular milestone mentioned in schedule- F, or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown

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against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**CLAUSE - 2A (Incentive) Not Applicable**

**CLAUSE – 3.0 (When Contract can be Determined)**

Subject to the other provisions contained in this clause, Engineer Incharge / the Site engineer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer Incharge/ Site engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or poor workmanship like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) if the contractor has, without reasonable cause, suspended progress of the work or has failed to proceed with the work with due diligence so that in the opinion of Engineer Incharge / the Site engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer -In-Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by Engineer Incharge / the Site engineer.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer t-In-Charge.
- vi) If the contractor commits any acts mentioned in Clause 21 hereof:
- vii) If the work not started by the contractor within 1/8<sup>th</sup> of the stipulated time subject to maximum of 45 days.

When the contractor has made himself liable for action under any of the cases aforesaid, Engineer Incharge/ the Site engineer on behalf of VPMU shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer Incharge / Site engineer shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, Security Deposit already recovered / Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the VPMU.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above course(s) being adopted by Engineer Incharge / the Site engineer, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until Engineer Incharge/ the Site engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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### **CLAUSE - 3 A**

**In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.**

### **CLAUSE- 4**

#### **Contractor to liable to pay compassion even if action not taken under clause - 3**

In any case in which any of the powers conferred upon Engineer Incharge / the Site engineer by Clause- 3 thereof, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer Incharge/ the Site engineer putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of Engineer Incharge the Site engineer which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Site engineer) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work. or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer t-In-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, Site engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Site engineer as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

### **CLAUSE -5 (Time and Extension for Delay)**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, VPMU shall without prejudice to any other right or remedy available in law, be at liberty to cancel the order, forfeit the earnest money / performance guarantee absolutely.

- 5.1 As soon as possible, after the contract is concluded, the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by Engineer Incharge, VPMU. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Site engineer / Engineer Incharge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Program has been agreed upon) complete the work as per milestone given in schedule 'F'.

#### **5.2 If the work(s) be delayed by.**

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, of
- iv) Civil commotion, local/commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
- v) Delay on the part of other contractors or tradesmen engaged by Site engineer in executing work not forming part of the Contract, or
- vi) Non-availability of stores, which are the responsibility of Engineer Incharge VPMU to supply or
- vii) Non-availability or break down of tools and Plant to be supplied or supplied by Government or

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- vii) Any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Site engineer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Site engineer to proceed with the works.
- 5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within (14) Fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request, the period for which extension is desired.
- 5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Site engineer in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Site engineer and this shall be binding on the contractor.

**CLAUSE - 6 (Ref Special Condition of Contract)**

**[Measurement of Work Done]**

Engineer Incharge / Site engineer shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book; so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Site engineer or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Site engineer and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by Engineer Incharge / the Site engineer or his representative, Engineer Incharge / the Site engineer and the VPMU shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Site engineer or his representative shall be deemed to be accepted by the Contractor.

- The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days notice to Engineer Incharge / the Site engineer or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer - In-Charge or his authorized representative in charge of the work who shall within the aforesaid period of (7) seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer in -Charge's consent being obtained in writing, the same shall be uncovered at the contractor's expense, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

Site engineer or his authorized representative may cause either themselves or through another officer of the VPMU to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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*It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement defects noticed till completion of the defects liability period.*

**CLAUSE - 6A (Payment on Intermediate Certificate to be regarded as ADVANCE)**

*All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Site engineer / Engineer Incharge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Site engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.*

*Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the VPMU to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.*

**CLAUSE- 7 (Completion Certificate and Completion Plans)**

*Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer Incharge / Site engineer and within thirty days of the receipt of such notice, the Site engineer / Engineer Incharge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Consultant-In-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, Engineer Incharge / the Site engineer may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.*

**CLAUSE -7 A (Contractor to Keep Site Clean)**

*When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Site engineers shall have the right to get this work done at the cost of the contractor either ideally or through any other agency. Before taking such action, the Site engineers shall give ten days notice in writing to the contractor.*

**CLAUSE – 7 B (Completion Plans to be submitted by the Contractor)**

*The contractor shall submit completion plan as required vide General Specifications within thirty days of the completion of the work.*

*In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as*

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may be fixed by the Engineer Incharge / Site engineer concerned and in this respect the decision of Engineer Incharge / the Site engineer shall be final and binding on the contractor.

**CLAUSE - 8 (Payment of Final Bill)**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by Engineer Incharge / the Site engineer whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer Incharge will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Site engineer, complete with account of materials issued by the VPMU and dismantled materials.

**CLAUSE - 9 A (Materials to be provided by the Contractor)**

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the VPMU.

The contractor shall, at his own expense and without delay; supply to Engineer Incharge / the Site engineers amplies of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by Engineer Incharge / the Site engineer furnish proof, to the satisfaction of Engineer Incharge / the Site engineer that the materials so comply. The Engineer Incharge/ Site engineer shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether sample are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to Engineer Incharge / the Site engineer for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of Engineer Incharge / the Site engineer shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required testes or analysis have been made and materials finally accepted by Engineer Incharge / the Site engineer. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as Engineer Incharge / the Site engineer may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by Engineer Incharge the Site engineer / Engineer Incharge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. Engineer Incharge / The Site engineer or his authorized representative shall at all time 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 and every assistance in obtaining the right to such access.

The Site engineer / Engineer Incharge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Site engineers shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such materials. Engineer Incharge / The Site engineer shall also have full powers to require other proper materials to be substituted thereof and in case of default Engineer Incharge / the Site engineer may cause the same to be supplied and all costs which may attend such removal and substitution shall borne by the Contractor.

**CLAUSE – 9 B (Secured Advance on Non-perishable Materials)**

The contractor, on signing an indenture in the form to be specified by Engineer Incharge / the Site engineer shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Site engineer nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site

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in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered /deducted from the next payment made under any or the clause or clauses of this contract.

**CLAUSE -9 C (Mobilization Advance)**

Mobilization advance not exceeding (Ten) 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Nationalized Bank as specified by the Engineer Incharge for the full amount of such advance is released. Such advance shall be in two or more installments to be determined by the Engineer -In-charge who would recommend to manager (engg) for further action. All installment of payment shall be released by the, VPMU, Patna.

**Clause - 9 D (Advance for civil work) : Not allowed by VPMU**

An advance for plant machinery required for the civil work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of Engineer in-charge / the Site engineer will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to (Five) 5% of tender value.

In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to Engineer Incharge / the Site engineer and approval from Managing Director. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by Engineer Incharge/ the Site engineer. The contractor shall, if so required by Engineer Incharge / the Site engineer, submit the statement value of such old plant and equipment duly approved by a Registered Value recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval from Managing Director.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Site engineer, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Site engineer to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to VPMU the Engineer Incharge as specified by Engineer Incharge / the Site engineer before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of Engineer Incharge / the Site engineer. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and from work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

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**Clause -9 E (Interest & Recovery)**

- i) The mobilization advance as stated above bear simple interest at the rate of 10 % (Ten percent) per annum or rate of inflation (whichever higher) and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of the installment.
- ii) If the circumstances are considered reasonable by the Engineer -In-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Managing Director.
- iii) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.
- iv) Any materials including tools, plants, equipment's etc. brought to the site shall not be removed from the sites without the written permission of Engineer Incharge / the Site engineer.

**CLAUSE - 9 F**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as VPMU's property and such materials shall be disposed off to the best advantage of VPMU according to the PWD code provision.

**CLAUSE - 10 (Work to be executed in Accordance with Specifications, Drawings, Orders etc.)**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer Incharge / Site engineer and the contractor shall be furnished free of charge one copy of the contract documents together with specification, designs, drawings and instruction as are not included in the standard specifications of Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labor and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**CLAUSE - 11 (Deviations/ Excess item Variations Extent and Pricing)**

Managing Director VPDUSS Ltd shall have power on suggestions / recommendations of Engineer In-charge / site In-charge (i) to make alternation in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed /ordered by the Competent authority / Managing Director, VPDUSS Ltd on recommendations of Engineer In-Charge / Site and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner



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specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 11.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :
- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
  - ii) 25% ( Twenty Five) of the time calculated in (i) above or such further additional time as may be considered reasonable by the Site engineer after approval from competent authority

11.2 **(Deviation, Extra items and Pricing)**

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the authority / Site engineer after approval from competent authority MD, VPMU) shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code/ VPMU regulation and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. Variation in 2% of the contract price shall be borne by the contractor.

11.3 **(Deviation, Substituted Items, Pricing)**

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).2% (contract price) increase in substituted rate to be borne by contractor.

If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F (more than 2% of contract price), the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Site engineers shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code/ VPMU regulation and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 11.4 The contractor shall send to the Site engineer once every three months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Site engineer after approval from competent authority which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Managing Director shall authority for consideration of such claims on merits.
- 11.5 For the purpose of operation of Schedule 'F' the following works shall be treated as works relating to foundation:
- i) For buildings, compound walls, plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.G. but including base concrete below the floors.

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- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.
- iv) For Roads all items of excavation and filling including treatment of sub-base.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

**CLAUSE – 12 (Force closure of Contract due to Abandonment or Reduction in Scope of Work)**

If at any time after acceptance of the tender VPMU shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out by competent authority on recommendations of Engineer In-charge / the Site engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Site engineer for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labor huts and sanitary rooms, staff quarters and site office, storage accommodation and water storage tanks is in the scope of contractor.
- ii) VPMU shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, VPMU shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by VPMU, cost of such materials as detailed by Engineer in-charge / Site engineer shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration of damage which may have been caused to materials whilst in the custody of the contractor.
- iii) If any materials supplied by VPMU are rendered surplus, the same except normal wastage shall be returned by the contractor to VPMU at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by VPMU, shall be paid.
- iv) The contractor shall, if required by the Engineer in-charge / the Site engineer furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

**CLAUSE - 13 (Cancellation of contract in full or part)**

**If contractor:**

- i) At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer -In-Charge; or
- ii) commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer -In-Charge; or

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- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete then within the period specified in a notice given in writing in that behalf by the Engineer -In-Charge;; or
- iv) shall offer or give or agree to give to any person working at VPMU on contract/deputation or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for Government; or
- v) shall enter into a contract with VPMU in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Competent Authority/ Engineer -In-Charge; or
- vi) shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) assigns, transfers, sublets (engagement of labor on a piece-work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority.

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to VPMU, by a notice in writing to cancel the contract as a whole or only such item of work in default from the Contract.

The Engineer in- charge shall on such cancellation by the Competent Authority have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or
- (b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, Engineer -In-Charge / Site engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by VPMU determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by VPMU in completing the works or part of the works or the excess loss or damages suffered or may be suffered by VPMU as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to VPMU in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.

If the contractor shall fails to pay the required sum within the aforesaid period of 30 days the Site engineers shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of

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any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to VPMU and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by VPMU of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

**CLAUSE – 14 (Suspension of Work)**

i) The contractor shall, on receipt of the order in writing from Competent authority on recommendation of Engineer -In-Charge / Site engineer (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Site engineer may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a) On account of any default on the part of the contractor or;
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by Engineer -In-Charge / the Site engineer.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above.

a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer -In-Charge / Site engineer may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labor at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to Site engineer within fifteen days of the expiry of the period of 30 days.

iii) If the works or part thereof is suspended on the orders of the Engineer -In-Charge / Site engineer for more than three months at a time, except when suspension is ordered for reason (a) in sub-Para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer -In-Charge / Site engineer requiring permission within fifteen days from receipt by the Engineer -In-Charge / Site engineer of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by VPMU or where it affects whole of the works, as an abandonment of the works by VPMU, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer -In-Charge / Site engineer. In the event of the contractor treating the suspension as an abandonment of the contract by VPMU, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as Engineer -In-Charge / Site engineer may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor

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submits his claim supported by details to the Engineer -In-Charge / Site engineer within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from VPMU for the loss suffered by him on account of delay by VPMU in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, act of God, acts of enemies of the state/country or any reasonable cause beyond the control of the VPMU.

**NOTE: No materials will be provided supplied VPDUSS Ltd**

**CLAUSE - 15 (Action in case Work not done as per Specifications)**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Project -In-Charge/ Chief Consultant/ Managing Director, VPMU Gaya his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Control Consultants/ Organization of the VPMU and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions of have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

It shall appear to the Engineer -In-Charge / Site engineer or his authorized subordinates in charge of the Chief Consultant in charge or Quality Control or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or article provides by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer -In-Charge / Site engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing do so within a period specified by the Engineer -In-Charge / Site engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer -In-Charge / Site engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of contractor. Decision of the Engineer -In-Charge / Site engineer to be conveyed in writing in respect of the same will be final and binding on the contractor.

**CLAUSE – 16 (Contractor Liable for Damages, defects during maintenance period)**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer -In-Charge/ Site engineer as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer -In-Charge / Site engineer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work or the proceeds of sale thereof or of a sufficient option thereof.

The security deposit of the contractor shall not be refunded before the expiry of defect liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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**In case of Maintenance and Operation works of E & M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.**

**CLAUSE -17 (Contractor to Supply Tools & Plants etc.)**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Project-In-Charge's/ Store-In-charge), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Site engineer to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

**CLAUSE - 17 A (Recovery of Compensation paid to Workman)**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensations Act, 1923, VPMU is obliged to pay compensation to a workman employed by the contractor, in execution of the works VPMU will recover from the contractor the amount of the compensation so paid; and without prejudice to the right of the VPMU under sub-section (2) of section 12, of the said Act, VPMU shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by VPMU to the contractor whether under this contract or otherwise. VPMU shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to VPMU full security for all costs for which VPMU might become liable in consequence of contesting such claim.

**CLAUSE - 17 B (Ensuring Payment and Amenities to Workers if Contractor fails)**

In every case in which by virtue of the provisions of the Contract Labor (Regulation and Abolition) Act, 1970, and of the Contract Labor (Regulation and Abolition) Central Rules, 1971, VPMU is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the State Labor Regulations, or under the Rules framed by VPMU from time to time for the protection of health and sanitary arrangements for workers employed by contractors working for VPMU, VPMU will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the VPMU under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labor (Regulation and Abolition) Act, 1970, VPMU shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by VPMU to the contractor whether under this contract or otherwise VPMU shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the VPMU full security for all costs for which VPMU might become liable in contesting such claim.

**CLAUSE – 18 (Labor Laws to be complied by the Contractor)**

The contractor shall obtain a valid license under the State Labour Act, and the Contract Labor (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

**CLAUSE - 18 A**

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**No labor below the age of fourteen (14) years shall be employed on the work.**

**CLAUSE - 18 B**

**Payment of wages to labours**

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in State Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the state Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.
- iv)(a) **Engineering In-charge / Site engineer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.**
- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default, Engineer -In-Charge / the Site engineer shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Site engineer concerned.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi) The contractor shall indemnify and keep indemnified VPMU again payments to be made under and for the observance of the laws aforesaid and the State Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

**CLAUSE -18 C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Site engineer shall be at liberty to make

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arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**CLAUSE - 18 D**

The contractor shall submit by the 4th and 19th of every month, to the Engineer -In-Charge / Site engineer a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively :-

- (1) the number of labourers employed by him on the work,
- (2) Their working hours,
- (3) The wages paid to them,
- (4) The accidents that occurred during the said fortnight showing the circumstance under which they happened and the extent of damage and injury caused by them and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to VPMU a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Managing director shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

**CLAUSE - 18 E**

In respect of all labour directly, or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the VPMU and contractors.

**CLAUSE - 18 F**

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer -In-Charge

- a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq. m. (30 sq. ft.) for each member of the worker's family staying with the labourer.
  - b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m X 1.50m (6' X 5') adjacent to the hut for each family.
  - c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
  - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Consultant-In-Charge.  
In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Site engineer and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
  - b) The contractor(s) shall provide each hut with proper ventilation.
  - c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.



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- d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Consultant-In-Charge. Back to back construction will be allowed.
- iii) Water supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines of water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- iv) The site selected for the camp shall be high ground, removed from jungle.
- v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sludge water so as to keep the campus neat and tidy.
- vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**CLAUSE - 18 G**

The Site engineer may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or who misconducts himself and the contractor shall forthwith comply with such requirements.

**CLAUSE - 18 H**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during construction, and is handed over to the Site engineer with vacant possession of complete building. If such building though completed is occupied illegally, then the Site engineer shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Site engineer upon approval of Managing Director whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer -In-Charge / Site engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

**CLAUSE - 19**

The Contractor shall at least pay and comply with all the provisions of the Minimum Wages Acts and Rules framed there under other labour laws related to contract labour.

**CLAUSE - 20 (Work not to be sublet. Action in case of in Solvency)**

The contract shall not be assigned or sublet without the written approval of the Site engineer with approval of Managing Director. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Site engineer on behalf of the VPMU shall have power to adopt the courses

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specified in Clause 3 hereof in the interest of VPMU and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

**CLAUSE - 21**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of VPMU without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**CLAUSE - 22 (Changes in firm's Constitution to be intimated)**

Where the contractor is a partnership firm, the previous approval in writing of the Managing Director shall be obtained before any change is made in the constitution of the firm where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 20 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 20.

**CLAUSE - 23**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Site engineer who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE - 24 (Settlement of Disputes and Arbitration)**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute any drawings, record or decision given in writing by the Project -in-Charge on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Site engineer in writing for written instruction or decision. Thereupon, the Site engineer shall give his written instructions or decision within a period of fifteen days from the receipt of the Contractor's letter.

If the Engineer -In-Charge / Site engineer fails to give his instruction or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Engineer -In-Charge / Site engineer, the contractor may, within 15 days of the receipt of Site engineer decision, appeal to the General Manager (VPMU) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The General Manager (VPMU) shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the General Manager (VPMU) for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

Except where the decision has become final, binding and conclusive in terms of sub para (i) above disputes or difference shall be referred for adjudication through arbitrator appointed by Managing Director (VPMU). If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the General Manager (VPMU) of the appeal.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The decision of arbitrator will be final & binding to the parties.

**All arbitration shall be held at PATNA and at no other place.**

**CLAUSE - 25 (Contractor to indemnify VPMU against Patent Rights)**

The contractor shall fully indemnify and deep indemnified the VPMU against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under the action brought against VPMU in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the VPMU if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Site engineer in this behalf.

**CLAUSE – 26 (Lump sum Provisions in Tender)**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Site engineer payable of measurement, The Site engineer / Engineer -In-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Site engineers shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**CLAUSE – 27 (Action where no Specifications are specified)**

In the case of any class of work for which there is no such specifications as referred to in Clause 10, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications, Indian Road Congress for road works and Indian Building Congress for building works or any central government agency. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. If not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Project -In-Charge.

**CLAUSE - 28 (With-holding and lien in respect of sums due from contractor)**

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Site engineer or the VPMU shall be entitled to without and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Site engineer or the VPMU shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, Engineer -In-Charge / the Site engineer or the VPMU shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with Engineer -In-Charge; / the Site engineer of the VPMU or any contracting person through the Site engineer of the VPMU or any person through the Site engineer pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by VPMU on suggestion / recommendations of the Engineer -In-Charge; the

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Site engineer or VPMU will be kept, withheld or retained as such by the Site engineer or VPMU till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Site engineer or the VPMU shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

**Lien in respect of claims in other Contracts**

ii) VPMU shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for VPMU to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

**CLAUSE - 28 A**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Site engineer or the VPMU or any other contracting person or persons through Site engineer against any claim of the Site engineer or VPMU or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Site engineer or the VPMU or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Site engineer or the VPMU will be kept withheld or retained as such by the Site engineer or the VPMU or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

**CLAUSE - 29 (Unfiltered water supply)**

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Site engineer.
- ii) The Site engineer shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Site engineer, unsatisfactory.

**CLAUSE - 30 (Hire of Plant & Machinery)**

VPMU / project authority will not arrange Plant & Machinery required for civil work on hire charge basis.

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**CLAUSE – 31 (Employment of Technical Staff and employees)**

**Contractors Superintendence, Supervision, Technical Staff & Employees**

- i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfillment of the obligations under the contract.

The contractor along with bidding of the tender, intimate in writing to the Site engineer the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Site engineer shall within 15 days of issue of letter of acceptance intimate in writing his approval or otherwise of such a representative to the contractor, intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender Managing Director shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Managing Director or any other person so authorized by him. Technical staff shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site also during recording of measurement of works and whenever so required by the Site engineer by a notice as aforesaid and shall also note down instructions conveyed by the Site engineer or his designated down the instructions and in token of acceptance of measurements.

If the Site engineer, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Site engineer as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Site engineer shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Site engineer.

- ii) The Contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi- skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Site engineer shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Site engineer to be undesirable. Such person shall not be employed again at works site without the written permission of the Site engineer and the persons so removed shall be replaced as soon as possible by competent substitutes.

**CLAUSE - 32 (Levy/Taxes payable by Contractor)**

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- i) Any tax on materials or Labour Welfare Tax (if applicable) in respect of this contract shall be payable by the contractor and VPMU shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, earth, moorum, sand, stone chips, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable to the Government of India and does not at any time become payable by the contractor to the Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**CLAUSE - 33 (Conditions for reimbursement of levy/taxes if levied after receipt of tenders)**

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of Tender offer including extensions if any and the Contractor thereupon necessarily and properly pays such taxes / levies, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Site engineer (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of Contractor.

- (i) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the VPMU and /or the Site engineer and further shall furnish such other information/ document as the Site engineer may require from time to time.
- (ii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, give a written notice thereof to the Site engineer that the same is given pursuant to this condition, together with all necessary information relating thereto.

**CLAUSE - 34 (Termination of contract in case of imprisonment of contractor)**

If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the Nigam shall be at liberty.

To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a position thereof to be determined by the Nigam, subject to his providing an appropriate guarantee for the performance of such contractor.

To terminate the contract, forthwith by notice in writing to the Agency, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the relevant clauses of the contract.

**CLAUSE – 35 (Termination of Contract on death of contractor)**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Managing Director on behalf of the VPMU shall have the option of terminating the contract without compensation to the contractor after the affidavit of his/their legal heir/heirs that they are not going to be in this profession in future.

**CLAUSE – 36 (If relation is working In VPMU then the Agency not allowed to tender)**

The Agency shall not be permitted to Offer Rates for works in the VPMU where his near relative (responsible for award and execution of contracts) is posted as Manager (Accounts / Accountant or as an officer in any capacity between the grades of the Assistant Manager / Dy Manager / Manager.) He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the VPMU. Any breach of this condition by the Agency's shall lead to blacklisting.

**NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in law.**

**CLAUSE - 37 (No- Engineer to work as Agency within two years of retirement)**

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No engineer of Assistant Manager / Manager rank or other officer employed in Project or administrative duties in Project cell of VPMU shall work as a Agency or an employee of a Agency for a period of two years after his retirement from VPMU service without the previous permission of VPMU in writing. This contract is liable to be cancelled if either the Agency or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Agency's service, as the case may be.

### **CLAUSE – 37 A (Responsibility of technical staff and employees)**

Technical officers/staff deployed by the contractor at any construction site will also be responsible for inferior quality /poor performance of any work, and his name will be circulated to all division of the department, to debar from any other site, if his name is being proposed by other contractor.

### **CLAUSE - 38 (Contractor's Risks)**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

### **CLAUSE - 39 (Insurance)**

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: loss of or damage to the Works, Plant and Materials ; loss of or damage to Equipment ;loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and Personal injury or death.

### **Cash Flow Estimate to be submitted**

Policies and certificates for insurance shall be delivered by the Contractor to the Project-In-charge approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alteration to the terms of insurance shall not be made without the approval of the Managing Director.

Both parties shall comply with any conditions of the insurance policies.

### **CLAUSE – 40 (Safety, Security and Protection of the Environment)**

The Contractor shall, within the time stated in special Conditions of contract after the date of the Letter of Acceptance, provide to the Project for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Agency will be entitled under the Contract and the Agency shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Site engineer.

### **CLAUSE - 41 (Safety at sites)**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,

Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

### **CLAUSE – 42 (Cost of Samples)**

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.

### **CLAUSE - 43 (Cost of Tests)**

The cost of making any test shall be borne by the Contractor if such test is:

clearly intended by or provided for in the Contract, or particularized in the Contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

### **CLAUSE - 44 (Cost of Tests not provided for)**

If any test required by the Engineer which is not so intended by or provided for, (in the cases above mentioned) not so particularized, or (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested, shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Site engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause shall apply.

### **CLAUSE - 45 (Commencement of Works)**

The successful bidder /contractor shall commence the Works as soon as is reasonably possible after the receipt of a Notice to proceed with the work in the shape of Work orders for Civil Works which will form the part of agreement from the Vaishal Patliputra Dughdh Utpadak Sahkari SngH Ltd (VPMU) for unit – HAJIPUR in which project will be implemented / executed. The notice shall be issued within 15 (Fifteen) days after the

date of issuance of the Letter of Acceptance after deposition rest security deposit. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

In short Following steps shall be followed

- i) First of all Letter of Acceptance (LoA) will be issued by VPMU in which final price after negotiation with successful bidder will be accepted by VPDUSS Ltd and further bidder will be asked to deposit security money at the rate of 5% (Five percent) inclusive of EMD @ 2 % already deposited along with tender i.e. three percent (3 %) will be deposited within 15 days from the date of LOA .
- ii) After depositing of security money Notice to proceed with the work will be issued in the shape of Work orders for Civil Work.
- iii) Subsequently agreement will be executed between VPDUSS Ltd and successful bidder in which date of commencement of work will be indicated. Date of doing layout of civil works shall be considered as date of commencement of work.

**CLAUSE - 46 (Substantial Completion of Parts)**

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Site engineer / Engineering In-charge after approval from Managing Director, VPMU may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

**CLAUSE – 47 (Force Majeure)**

Neither party shall be liable to the other for any loss or damage occasioned by nor arisen out of acts of GOD such as unprecedented flood, volcanic eruption, Earthquake or other convulsion of nature and other acts such as the general partial strikes by a section of VPMU employees, invasion, the act of foreign countries hostilities or war like operation before or after declaration of war, rebellion military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

**CLAUSE – 48 (Recovery)**

Any amount found recoverable from the bidder / Agency shall be recovered as public demand under the Bihar Public Demand Act without prejudice to any other mode of recovery.

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## **SECTION – 4**

## **CONTRACT DATA**



**CONTRACT DATA**  
**(PROFORMA OF SCHEDULES)**  
**PROFORMA OF SCHEDULES**  
 (Operative Schedules to be supplied separately to intending tenderer)

**SCHEDULE 'A' " NOT APPLICABLE"**

**Schedule of quantities**

Sl. No.	Description of Item (with brief specification and reference to book of specification)	BILL OF QUANTITY				Amount
		Quantity	Unit	Rate		
				In figure	In words	
1	2	3	4	5	6	7
	As per State PWD Specification					

**SCHEDULE 'B': This is not applicable as no materials shall be issued to contractor by VPMU.**

**Schedule of materials to be issued to the contractor.**

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

**SCHEDULE 'C': This is not applicable as no materials shall be issued to contractor by VPMU.**

**Tools and plants to be hired to the contractor**

Sl. No.	Description	Hire charge per day	Place of Issue
1	2	6	7

- **SCHEDULE 'D'** Extra schedule for specific requirements/ document for the work, if any. E' (Not Applicable)
- **SCHEDULE 'E'** (Not Applicable)  
 Schedule of Components of cement, steel, other materials, labour etc for price escalation.

• **SCHEDULE 'F'**

Reference to General Condition of Contract.

**Name of work:**

i) **Earnest money** : As per NIT

ii) **Performance Guarantee:**

iii) **Security Deposit:**

• **Total 10 % (ten ) of the tendered value / ordered value shall be deposited out of which**

i) - **@ 5 % (Five Percent) of Ordered value / tendered value inclusive of 2 % EMD and rest 5 % (five percent ) will be deducted from the running bills in civil work including EMD.**

**Clause - 1**

i)	Time allowed for submission of performance Guarantee from the date of issue of letter of acceptance, in days	15 days
ii)	Maximum allowable extension beyond the period provided in i) above in days	10 days

**Clause - 2**

i) **Authority for fixing compensation under clause 2. - Managing Director, VPMU Patna**

**Clause – 2 A**

**Whether Clause - 2A shall be applicable:**

**No**

**Clause - 3**

**Number of days from the date of issue of letter of acceptance for reckoning date of start**

**15 days**

• **Mile stone(s) as per table given below:**

**Table of Mile Stone(s)**

Sl. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			
4.			

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OR

Sl. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 <sup>TH</sup> (of whole work)	1/4 <sup>TH</sup> (of whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 <sup>TH</sup> (of whole work)	1/2 <sup>TH</sup> (of whole work)	
3.	3/4 <sup>TH</sup> (of whole work)	3/4 <sup>TH</sup> (of whole work)	
4.	Full	Full	

<b>Time allowed for execution of work -</b>	<b>8 (Eight) Months.</b>
<b>Authority to give fair and reasonable extension of time for completion of work.</b>	<b>MD , VPMU, Patna</b>

**Clause – 4**

<b>Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment</b>	<b>01 Month</b>
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**Clause – 5**

<b>Specifications to be followed for execution of work:</b>	<b>As per PWD &amp; as mentioned in the Tender Documents</b>
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**Clause - 6**

<b>Deviation, variation, Extent and pricing:-</b>	<b>As per approval of M.D., VPMU</b>
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**Clause - 7**

<b>Competent Authority for deciding reduced rates.</b>	<b>M.D., VPMU</b>
<b>The following documents also form the part of the contract:</b>	
<b>*The law which applied to the contract is -</b>	<b>The law of Union of India.</b>
<b>*The court of jurisdiction -</b>	<b>Patna</b>
<b>*The language of the contract document -</b>	<b>English</b>
<b>*The limit of sub-contracting after approval from VPMU -</b>	<b>Maximum 10% of the bid value</b>
<b>*The currency of the contact -</b>	<b>Indian Rupees</b>

## **SECTION 5**

# **SPECIAL CONDITION OF CONTRACT** **Civil Works**

## **SPECIAL CONDITION OF CONTRACT** **For Civil Works**

The bidders must furnish the GST (Sale Tax) Clearance Certificate from such Commercial Taxes Authority for the previous year. If the contractor is a GST (Sales Tax assesses) he shall produce a valid GST (Sales Tax) Clearance Certificate before the payment of the final bill otherwise the final payment of the contract will be withheld. In case of award of work, the bidder must be registered with any GST (Sales Tax) Department.

**Tenderers registered in out of state may take part in tender but he should be registered under GST before executing the agreement.**

Those bidders whose activities are doubtful or against whom action for black listing has been initiated by the Department shall not be liable for Tender.

In case of lowest tenderers whose rates are equal, the work shall be allotted by draw of lottery in terms of B.P.W.D. clause 163.

Variation in the schedule of quantities for this work as given in the bill of quantities shall not vitiate the contract. The rates quoted for the individual items shall apply for the quantities of work increased or decreased by any extent or by any percent for each of the items of work. If the amount of work actually involved under any item, vary by any extent or by any percent, the rate for that item of work shall not be revised for payment over the increased or decreased quantity. The payment for such item shall continue to be made at the original rate entered into the contract.

- The contractor shall at his own expense provide all construction materials required for the works.
- **Quality of construction shall be in accordance with ISI specification.**
- Cement supplied by the Contractor shall be purchased from authorized stockiest of cement manufacturers.

### **1.0 PAYMENT TERMS & CONDITION FOR CIVIL/ELECTRICAL /PHE WORKS:**

1.1 The bill will be submitted by the Contractor once in a month for substantial quantity of work done. However VPMU is not bound to make monthly payment for works considerably lower than warranted by the proportionate time.

### **1.2 MEASUREMENT OF CIVIL/ELECTRICAL/ PHE WORKS**

The civil works will be recorded in Measurement books. Measurement of work will be accessed as per quantum of work undertaken by the Bidder on different level of individual building as follows:

- (a) Up to Plinth Level of individual block

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- (b) Upto Linter Level of individual block
- (c) Upto Roof of individual block
- (d) Upto flooring & finishing of individual block
- (e) **Measurement of Road & Hard Park will be as per actual work done in reference to BOQ**
- (f) For overhead tank & water supply measurement will be per actual work in reference to BOQ after completion of work in all respect. [ NOT REQUIRED]
- (g) For ETP the payment of civil work will be made on the basis of design and drawing as per work done in reference to BOQ. [ NOT REQUIRED]

### **(h) GUARANTEE/DEFECT LIABILITY PERIOD**

- a) Notwithstanding any certificate of acceptance issued by the competent authority on recommendations of Engineer -in-charge to the contractor for this work, the contractor shall be bound for a period of 1 (One) year after the date of completion of the entire works under this contract to carry out any repair of damages therein which is attributable to the contractor. The contractor shall be bound also to carry out any improvement or adjustment to remove any defect in the work. This will prevail over clause 16 above. Such repairs and maintenance shall be carried out by the contractor without any charge to the VPMU as directed by the Engineer -in-Charge. The decision of the Managing Director on recommendations of Engineer -in-charge, about the defects or damages to be made good shall be final and binding on the contractor.
- b) In case the contractor fails to make good the defects, the Engineer t-in-Charge may employ other person to make good such defects, and all expenses consequent thereof and incidental cost shall be borne by the contractor.
- c) To enable the contractor to attend to the defective part for repair or improvements, creation of the same working conditions, facilities etc. as existed before the start of the work are necessary. The same shall be done at the cost of the contractor.
- d) All materials arranged by the contractor shall conform to specifications laid and relevant I.S. Code or other standard specifications and subject to the approval by the Site engineer.

### **3.0 COMPLETION PERIOD**

- The completion period of the entire work will be of 8 (Eight) months from the date of issuance of the Work order .
  - No Escalation shall be allowed in any case.
  - The contractor shall be responsible for the quality assurance. All necessary arrangements regarding quality control/test like concerned labours, materials, equipments, laboratories etc. will be arranged by contractor on his own cost.
  - All materials to be used in work, such as cement, sand , coarse and fine aggregates, reinforcement, etc. shall comply with and shall pass test, and analysis required by Engineer In-charge / Site engineer or as specified by the relevant IS case specifications or such recognized specifications acceptable to the Engineer -in-Charge or in the absence of such authorized specifications, such requirements, tests and analysis as may be specified by the Engineer - -in-charge shall have to be carried out by departmental officers while the labour for conduction the same and collection the samples shall be provided by the contractor free of cost at site and field laboratory.
  - The contractor shall at his own risk and cost make all arrangements and provide for all such facilities as the Site engineer directs for collecting, preparing and forwarding required number of samples for test and analysis at such times and at such places as may be directed by the Site engineer. No extra payment will be made on this account to the contractor.
- 4.0 All furniture, electrical equipment's, cabling etc should be supplied by a standard company and according to the specification made in B.O.Q. Any deviation shall liable to holding of payments and panel action. For the payment of these items, contractor has to submit the certificate from the authorized dealer of the company regarding the purchase of the supplied materials.
- 5.0 All works has to be strictly completed according to the technical details in the BOQ and as per the direction of Engineer In-charge
- 6.0 All Non-SOR item rate is required to be approved by the competent authority. Non-SOR rates may decrease at the time of approval. Any claim for the payment of mentioned rate shall not be entertained. The Non-SOR Item rate shall depend upon the approval of the rates on the basis of the quotations from the authorized dealers
- 7.0 Contractor shall use steel of Vizeg, Sail and Tata make. TMT Fe 500 conforming to Bureau of Indian Standard.

## **SECTION 6**

### **Summarized BOQs with specification for additional civil works under functional requirement**

- 1) Specification for the civil works to be followed as per PWD, (RCD/BCD/PHE), Bihar.
- 2) Estimated cost of those works as per drawing, specification & B.O.Q is given below however details of BOQs/ specification design & drawings shall be uploaded separately on e – portal

<i>Sl no</i>	<i>Description of required civil works under functional requirement for 4,0 LLPD automated dairy plant and done just outside the main dairy plant block</i>	<i>Estimated cost with Carriage charge ( In Rs)</i>	<i>Remarks</i>
1	<i>Civil construction works for foundations of two un insulated SS water silos of capacity 1.0 LLPD for storing soft water</i>	<b>89,0,478.00</b>	<i>As per BOQ upload on e-portal</i>
2	<i>Civil construction works for foundations of modified butter deep freeze room of size 21.0 M X 12.0 M x 3.5 M with GCI sheet shed</i>	<b>34,09,417.00</b>	<b>Do</b>
3	<i>Civil construction works of separate ghee section block over process block as first floor</i>	<b>1,82,90,132.00</b>	<b>Do</b>
4	<i>Civil construction works of Hard park &amp; road in front of milk bays and all around the process block &amp; refrigeration block for free movement of tankers</i>	<b>1,75,28,040.00</b>	<b>Do</b>
5	<i>Civil construction works of double storey thee milk bays for tanker milk reception, dispatch ,&amp; CIP of tankers</i>	<b>2,47,53,668.00</b>	<b>Do</b>
6	<i>Civil construction works of new gate &amp; guard room for 4.0 LLPD dairy plant in view of easy movement of tankers</i>	<b>7,04,706.00</b>	<b>Do</b>

7	Sum of 1 to 6	6,55,76,441.00
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**Notes:-**

All the items mentioned is as per our BOQ. Any materials left should also be included

- (i) All the works to be performed/done as per VPMU design, drawing & specification enclosed.
  - (ii) Painting - to be over wall putty.
  - (iii) Cement used to be Birla/Lafarge/ACC/ equivalent make.
  - (iv) Water proofing on Roof - APP (Atactic Polypropylene Polymer)
  - (i) Make of tiles - Kajaria/ Johnson/ Somany.
  - (ii) Mandana floor tiles as per requirement in blocks.
  - (vii) Details of specification of items are given in bill of quantity.
  - (viii) All other materials will be used as per the specification mentioned in BOQ.
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## **SECTION- 7**

### **SECURITIES & OTHER FORM**

**(To be filled by the Bidder)**



**Bidders must submit/upload an Sealed & Signed acceptance letter as token of acceptance of tender document.**

**SECURITIES AND OTHER FORMS**  
**(to be filled by Bidder/Employer)**  
**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [Name of Bidder] (hereinafter called "the Bidder" has submitted his Bid dated \_\_\_\_\_ [date] for the construction of Required civil works just outside the new building of process bloc & Refrigeration block of 4.00 LLPD capacity dairy plant at Hajipur under VPMU \_\_\_\_\_ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of Bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_ \*for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CONDITIONS of this obligation are:**

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid; OR
- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ \*\* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

\_\_\_\_\_  
[Signature, name and address]

- \* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- \*\* 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

**Letter of Acceptance (LoA)**  
**[On Letterhead paper of the Employer]**

Ref:- \_\_\_\_\_

Date - \_\_\_\_\_

To,

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ ( \_\_\_\_\_ ) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our agency.

We accept/ do not accept that \_\_\_\_\_ be appointed as the Adjudicator<sup>2</sup>. You are hereby requested to furnish Performance Security, in the form detailed in ITB for an amount equivalent to Rs. \_\_\_\_\_ within 28 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in ITB will be taken.

Yours faithfully,

Authorized Signature  
Name and title of Signatory

Name of Agency

\_\_\_\_\_

<sup>1</sup> Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected. <sup>2</sup> To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

Issue of Notice to proceed with the work  
(Letterhead of the Employer)

\_\_\_\_\_ (Date)

**NOTICE TO PROCEED WITH WORK**

To

\_\_\_\_\_ (Name and address of the Contractor)  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB/Tender clauses and signing of the Contract for the construction of \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ a Bid Price of  
Rs. \_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized  
to sign on behalf of Employer)

### **AGREEMENT PURSUANT TO TENDER**

The agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) [hereinafter called (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor in terms of the tender document duly signed by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs.

**NOW THIS AGREEMENT WITNESSETH as follows: -**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - (i) Letter of Acceptance
  - (ii) Notice to proceed with the works (Detailed work order for civil and Plant work).
  - (iii) Tender document containing Condition of Contract: General and Special
  - (iv) Contract Data -----**NOT APPLICABLE**
  - (v) Additional condition
  - (vi) Drawings
  - (vii) Bill of Quantities and
  - (viii) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

**VAISHAL PATLIPUTRA DUGDH UTPADAK SAHKARI SANGH LTD.**

Patna Dairy Project, Feeder Balancing Dairy Complex, Phulwarisharif, Patna-801505

(An ISO 22000:2005 Certified Organization)

Phone:2252553,2252542, 2251622 ,Fax:0612-2250325

E-mail: [Vpmunin@gmail.com](mailto:Vpmunin@gmail.com) / [vpmu.engg@gmail.com](mailto:vpmu.engg@gmail.com)

GST no.-10AAAAV8463B1ZV

The Common Seal of \_\_\_\_\_ was hereinto  
affixed in the presence of :

Signed, Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_

In the presence of :

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## **UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ agree to abide by this bid for a period \_\_\_\_\_ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Designation of Officer

\_\_\_\_\_  
Name of Firm

**The End**