TENDER DOCUMENTS

1. Design, supply, installation, upgradation and commissioning of 250 M3/day capacity Effluent Treatment Plant including civil work on turnkey basis (upgradation from 25m3/day to 250 m3/day).

2. Design, supply, installation, testing and commissioning of Prefabricated Biogas Digester with accessories for ETP Plant on turnkey basis.

for

Food Complex, Mogar
(A unit of KDCMPU Ltd., Anand)
National Highway No. 8, At & Po. Mogar

BID REFERENCE NO: AD/FCM/ETP/2013-14

KAIRA DISTRICT CO-OPERATIVE MILK PRODUCERS’ UNION LIMITED

AMUL DAIRY, ANAND, GUJARAT-388 001
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## General Conditions

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### INVITATION FOR BID (IFB)

**Kaira District Co-operative Milk Producers’ Union Limited**  
AMUL Dairy Road, ANAND – 388 001, GUJARAT.  
Phone: +91-2692-2256124  Fax: +91-2692-2240225

<table>
<thead>
<tr>
<th>Bid Reference</th>
<th>AD/FCM/ETP/2013-14</th>
<th><strong>EFFLUENT TREATMENT PLANT AND CIVIL WORK.</strong></th>
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<tr>
<td><strong>Description</strong></td>
<td></td>
<td>**Electrical/ Mechanical</td>
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<tr>
<td>1</td>
<td>Design, supply, installation, upgradation and commissioning of 250 M3/day capacity Effluent Treatment Plant including civil work on turnkey basis at Food Complex Mogar, a unit of AMUL (upgradation from 25m3/day to 250 m3/day)</td>
<td>40 Lacs</td>
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<tr>
<td>2</td>
<td>Design, supply, installation, testing and commissioning of Prefabricated Biogas Digester with accessories for ETP Plant at Food complex, Mogar on turnkey basis.</td>
<td>50 Lacs</td>
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</table>

**Duration (months)**  
4 Months from the date of LOI / P.O.

**Bidding Document Sale**  
Start 2.7.2013, Tuesday.

**Last Date & Time of Bid**  
Close 25.7.2013 at 15.00 Hrs., Thursday  
Tender Opening 26.7.2013 at 11.00 Hrs., Friday

**Date of Pre-Bid Meeting**  
8.7.2013 at 11.00 Hrs., Monday

**Place of Pre-Bid Meeting and opening the Bid**  
General Manager (Projects and Engineering)  
Kaira District Co-operative Milk Producers’ Union Ltd,  
Amul Dairy, Anand 388001  
Phone: (02692) 225473.

### Eligibility Criteria

1.1 The Bidder/Supplier shall have turnover, in each of the last three years, at least equal to the estimated cost of the job and must have executed, in the last five years at least a contract of similar nature and of value not less than 75% of the estimated cost of the job. The bidder should have design back up of such plants to carryout the job.
1.2 The bidder/Supplier should have sufficient design back up, Experience of erection of similar kind of project are only requested to submit the complete bid.

**Bidding Document**

2.1 A complete set of bidding documents can be downloaded from our web site [http://tender.amuldairy.com](http://tender.amuldairy.com).

2.2 The Bidders must submit their qualification details with necessary supporting documents in sealed cover and price bid in another sealed cover separately.

2.3 Bids must be accompanied by Bid Security in acceptance form as specified in the bidding document and must delivered to the address of the communication as stated above on or before last date and time of the receipt of Bids as given in clause 14 of preparation of Bid.

2.4 Commercial bids will be opened in the presence of those bidders or their authorized representatives who choose to attend **at office of Amul Dairy, Anand on 26.07.2013 at 11.00 Hrs.**

2.5 The bid shall remain valid for the period of **90 days** from the date of bid opening as mentioned above.

2.6 The bid security accompanying the bid shall be valid for **30 days** beyond the bid validity period.

2.7 The Bid Security Deposit, Company Profile and Tender Documents along with schedule of quantity should be in separate sealed cover.

**Submission of Bid**

3.1 The bidder who have downloaded and prepared the bidding document, are eligible for submission of bids in their name only.

**Rights Reserved by Amul Dairy**

4.1 Amul Dairy, at its sole discretion and without assigning any reason thereof, reserves the right to accept and / or reject the whole or part of any or all the bids received.

**Validity**

The offer should be valid for 90 days from the date of tender opening.
# SECTION 1
## INSTRUCTIONS TO BIDDERS

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SECTION 1 – INSTRUCTION TO THE BIDDERS

A. GENERAL

1.0 General Information

1.11 Description of Work :-
1. Design, supply, installation, upgradation and commissioning of 250 M3/day capacity Effluent Treatment Plant including civil work on turnkey basis at Food Complex Mogar, a unit of AMUL. (upgradation from 25 m3/day to 250 m3/day)
2. Design, supply, installation, testing and commissioning of Prefabricated Biogas Digester with accessories for ETP plant at Food complex, Mogar on turnkey basis.

1.12 Owner :- Kaira District Co-Operative Milk Producer’s Union Ltd. C/o Amul Dairy.

1.2 Site Location :- Food Complex, Mogar
(A unit of KDCMPU Ltd., Anand)
National Highway No. 8, At & Po. Mogar.

1.3 Period of Completion

The period of the completion shall be 04 Months from the date of notification of award which shall include the none working periods during monsoon and festivals.

2.0 Source of fund. : Not applicable

3.0 Eligibility and the Qualifications requirements:-

3.1 To be eligible for the award of the Contracts, bidders shall provide evidence satisfactory to the Amul Dairy, Anand of their eligibility and of their capacity and adequacy of resources to carry out the contract effectively. To this end all the bids submitted shall include the following information:-
(a) copies of original documents defining the constituting or the legal status, place of registration and the principal place of the business of the company or firm or partnership or if a joint venture, of each party thereto constituting the bidder;

(b) Power of attorney or a true copy thereof duly attested by a Gazetted officer in case an authorized representative has signed the bid.

(c) Income tax clearance certificate and sales tax clearance certificate in original or true copies duly attested by a Gazetted officer.

(d) Details of the experience and the past performance of the bidder (or of each party to the joint venture) on works of the similar nature within the past seven years, and details of current work in hands and the other contractual commitments shall be submitted as per schedule IV & VIII given in section VII respectively of this bidding document.

(e) Major items of constructional plant proposed for use in carrying out the contract in the format described in the Schedule I and the qualifications and experience of key personnel proposed for administration and the execution of the contract, both on and off site, in the format prescribed in Schedule II of section VII of this bidding document.

Proposals for the sub contracting elements of the works amounting more than 10% of the bids price for each element and shall be as listed in the Schedule III of section VII of this bidding document.

Reports of the financial standing of the bidder (or of each party to a joint venture) such as profit and loss statements, balance sheet and auditors report for the past three years an estimate of the financial projection for the next two years, as prescribed in the schedule VII of section VII of this bidding document and an authority from the bidder (or an authorized representatives of a joint venture) to seek reference from the bidder bankers; and

(h) Statement of the arbitration / disputes in which the bidder is involved as prescribed in the Schedule VI of section VII of this bidding document.

3.6 For the purpose of this particular contract bidder shall meet the following qualifying criteria as minimum.

The bidder should be in business as Effluent Treatment Plant work for the minimum period of seven years as on 31st March 2012 in the same name and style and preferably should have performed projects with high finished architectural finishes.

The bidder’s annual financial turnover in the same name and style during the last three years shall not be less than 1.5 times estimated value of project.

The applicant should have proper equipment for executing such project.
The bidder shall furnish a copy of the Income Tax returns and the Income tax clearance certificate for the previous years, in original or certified true copies. Solvency certificate for at least 10% of the contract value in the relevant financial year. Bid submitted by Joint venture of two or more firms as partners shall comply with the following requirements:

The bid, and in the case of the successful bid the form of the agreement shall be signed so as to be legally binding on all the partners.

One of the partners shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally signatories of all the partners. The partner in charge shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner in charge.

All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract and a relevant statement to this effect shall be included in the authorization mentioned above as well as in the form of bid and the form of agreement (in case of successful bid): and

A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

Experience, resources, men and machinery of each party to the joint venture, will be taken into only to the extent of their participation for performing tasks under the joint venture agreement.

4.00 Cost of bidding

The bidders shall bear all costs associated with the preparation and submission of his bid and Amul Dairy, Anand, hereinafter referred to as AMUL Dairy, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.0 Site visit :

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

The bidder and any of his personnel or agent (s) will be granted permission by Amul Dairy to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personal or agent(s), will release and indemnify the Amul Dairy and his personnel and agent(s) from and against all liabilities in respect thereof and will be responsible for personnel injury (whether fatal or otherwise),
loss of or damage to property and any other loss or damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

B. Bidding Documents

6.0 Contents of the Bidding Documents.

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

<table>
<thead>
<tr>
<th>Number of Copies</th>
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<td>V</td>
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<td>VI</td>
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<td></td>
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<td>VIII</td>
<td>Form of Agreement</td>
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<td>II</td>
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<tr>
<td></td>
<td></td>
<td>III</td>
<td>Schedule of the Quantities and Drawings</td>
</tr>
</tbody>
</table>

6.2 The bidder is expected to examine carefully all instructions conditions, forms, terms, specifications and drawings in bidding documents. Failure to comply with the requirement and the bid submission will be at the bidder’s own risk. Pursuant to clause 25 bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

7.0 Clarification of the Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify Amul Dairy in writing or by telegram at the address of communication indicated in the
invitation to the bid. Amul Dairy will respond in writing or by required earlier that 10 days prior to the dead line for the submission of the bids. Written copies of the response of Amul Dairy (including the description of the inquiry without identifying its source) will be sent to all prospective bidders who purchase the bidding documents.

8.0 Amendment of the Bidding Documents

At any time prior to the deadline for the submission of the bids Amul Dairy may for any reason whether at its own initiative or in response to clarification requested by the prospective bidder modify the bidding document by the issuance of the amendment. The amendment will be sent in writing to all prospective bidders who have purchased the bidding documents and will be binding upon them. Prospectively bidders shall acknowledge receipt thereof, the prospective bidder due to the postal delay shall not bind the bids. The amendment will be attached to the bidding document sold subsequently. In order to afford prospective bidders reasonable time in which to take an amendment into account of preparing their bids, Amul Dairy may at its discretion extend the deadline for the submission of bids in accordance with clause 19.

C. Preparation of the Bids

9.0 Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and Amul Dairy shall be written in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by appropriate translation of pertinent passage in the above stated language. For the purpose of the interpretation of the bid, English language shall prevail.

10.0 Documents comprising the Bid

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

The form of bid Appendix there to,
The bid security.
The schedule of the quantities.
The schedule of the supplementary information, the information on the eligible and qualifications.
Alternative offers were invited and any other materials required be completing and submitting in the accordance with the instruction to Bidders embodied in these binding documents.
The Forms, schedule of quantities and Schedule provided in this volume of the binding documents shall be used without exception (subject to the extension of the schedules in the same format and to provisions of sub clause 14.2 regarding the alternative forms of the bid security)

11.0 Bid Prices

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

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

11.3 All the duties taxes and the other levies shall be payable by the bidder under the contract of any other cause, shall be included in the rates and the prices and total bid price submitted by the bidder and the evaluation and the comparison of the bids by the Amul Dairy shall be made accordingly.

11.4 Fixed Prices

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to the adjustment on any account if the duration of the contract as stated in the invitation to the Bid, is less than and upto 12 months. A bid submitted with any price adjustment condition shall be treated as non responsive and rejected, pursuant to clause 25 of this section.

If an extension of the time is granted by the Amul Dairy pursuant to the clause 44.0 hereof, the Amul Dairy shall agree to price adjustment pursuant to clause 71.0 hereof for extended period of contract, excluding or including the original contract period, provided that of the total actual period of contract including the original contract period exceeds 12 months.

11.5 Price Adjustment

The rates and prices quoted by bidder are subject to the adjustment during the performance of the contract, if the duration of the contract as stated in the Invitation to the bid is more than 12 months. The price adjustment provision shall not be taken into consideration in the Bid evaluation pursuant to clause 28 of this section.

12.0 Currency of the Bid and Payment
The unit rates and prices shall be quoted by the bidder entirely in Indian Currency and all the payment shall be made in Indian Currency only.

13.0 Bid Validity

Bid submitted shall remain valid for acceptance for period of 90 days from the date of bid opening.

In exceptional circumstances prior to the expiry of the original bid validity period, the Amul Dairy may request the bidder for specified extension in period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request shall not be permitted to modify his bid but shall be required to extend the validity of his bid security correspondingly. The provisions of clause 14 shall continue to apply during the extended period of bid validity.

14.0 Bid Security

14.1 The bidder shall furnish, as the part of the bid, a bid security for the amount as specified in the clause 5 in the Invitation of the bid.

14.2 The bid security shall, at the bidders option be in the form of bank draft or pay order drawn in the favor of Amul Dairy, Anand or the bank guarantee from the nationalized Indian bank or foreign bank operating in India. The guarantee given by the other banks should be confirmed by a nationalized Indian bank or foreign bank operating in India. The format of the bank guarantee shall be strictly in accordance with the sample form included in the bidding document. Bank guarantee shall be valid from the date of opening of the bid till 30 days beyond the period of validity of the bid.

Any bid accompanied by an acceptable bid security pursuant to the clause 14.1 and 14.2 hereof shall be rejected by the Amul Dairy as non-responsive.

The Bid securities of unsuccessful bidders shall be refunded as promptly as possible but not late than 30 days after expiry of period of bid validity as prescribed in these documents.

The bid security of the Successful bidder shall be refunded when the bidder has been signed the agreement and furnished required performance security.

No interest shall be paid by Amul Dairy on the bid security furnished by the bidder.
14.7 The bid security may be forfeited

If a bidder withdraws his bid during period of bid validity; or
In the case of a successful bidder, if he fails the time limit to:
Sign the agreement, or
furnish the required performance security.

15.0 Variation of the Bidding condition

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

16.0 Pre Bid Meeting

The bidder or his authorized representative is advised to attend the pre bid meeting which will be convened at the office of the Amul Dairy on the date and time as stated in clause 8.0 of INVITATION BID.
The purpose of the meeting will be to clarify issues and to answer the questions on any matter that may be raised at that stage.
The bidder is requested to submit any question in writing to reach Amul Dairy not later than 3 days before the meeting.
Minutes of the meeting including the copies of the question raised in and response given will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the bidding documents). Any modification of the bidding documents listed in clause 6.1 of this section which may become necessary as a result of pre bid meeting shall be made by Amul Dairy exclusively through the issuance of the addendum pursuant to clause 8 and not through the minutes of the pre bid meeting.

17.0 Format and signing of bids

The bidder shall prepare and submit the original copy of the documents comprising the bidding documents purchased by him.
All the pages of the bidding documents shall be signed by the person(s) duly authorized, to bind the bidder to the contract. Proof of authorization shall be in the form of a pages of the bid documents, where entries and amendments had been made, shall additionally be initialized by the person (s) signing the bids.
The complete bid shall be without the alterations, interlineations or erasures, except those in accordance with instruction issued by the Amul Dairy or as necessary to correct errors made by the bidder, in which case such corrections shall initialed by the person (s) signing the bid. No over writing shall be permitted.
Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.
The bidder shall quote the rate of each item both in figures and words.

D. SUBMISSION OF BIDS

18.0 Sealing and marking of bids

The bidder shall seal the bid in an inner and an outer envelope, duly marking the envelopes as “ORIGINAL”.
The inner and the outer envelopes shall be addressed to the address as given in the address for communication in clause 5.0 of Invitation to Bid and shall bear the following identifications.
Name of the contract - as stated in the clause 1.0 of invitation bid.
Reference of the bid - as given in the invitation to Bid.
Words “DO NOT OPEN BEFORE” (Mention date and time of opening of the bid as given in clause 5.0 of invitation to bid.
The inner envelope shall indicate the name and the address of the bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable.

18.1 If the outer envelope is not sealed and as marked as instructed above, the Amul Dairy shall not assume any responsibility for the misplacement or premature opening of the bid submitted. A bid opened prematurely for this cause will be rejected by the Amul Dairy and returned to the bidder.

19.0 Deadline for submission of bids

19.1 Bids must be received by the Amul Dairy at the address of communication on or before the date & time of submission as stated in clause 5.0 in the Invitation to Bid.

19.2 The Amul Dairy may, at its discretion, extend the deadline for the submission of bids by issuing an amendment in accordance with clause 8 hereof, in which case all rights and obligation of Amul Dairy and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

20.00 Late Bids

20.1 Any bid received by the Amul Dairy later than the dead line for the submission of bids as prescribed by the Amul Dairy in accordance with clause 19 shall be returned unopened to the bidder.

21.00 Modification and withdrawal of bids.
21.1 The bidder may modify or withdraw his bid after bid submission provided that the modifications or notice of withdrawal is received in writing by the Amul Dairy prior to the prescribed deadline for the submission of bids.

21.2 The bidder’s modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 18 for the submission of bids, with the inner envelope additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

21.3 Subject to clause 24, no bid shall be modified subsequent to the deadline for the submission of bids.

21.4 Withdrawal of the bid during the interval between the deadline for the submission of bids and the expiry of the period of bid validity shall result in forfeiture of the Bid security pursuant to clause 14.

E. BID OPENING AND EVALUATION

22.0 Bid Opening

22.1 The Amul Dairy will open the bids, including submission made pursuant to clause 21 in the presence of bidder’s representative who choose to attend, at the office of the Amul Dairy in the address of the communication at the time and date stated in the clause 5.0 in the invitation to Bid. The bidder’s representatives who are present shall sign a register evidencing their attendance.

22.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 21.0 shall not be opened. The Amul Dairy will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.3 At the bid opening the Amul Dairy announce the bidder’s names, the bid prices, written notifications of bid modifications and withdrawals, if any, the presence of requisite bid security and such other details as the Amul Dairy may consider appropriate.

22.4 The Amul Dairy shall prepare, for its down records, the minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 22.3

23.0 Process to be confidential

23.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.
23.2 Any effort by a bidder to influence the Amul Dairy in the process of examination, clarification, evaluation and comparison of bids and in the decision concerning the award of contract may result in the rejection of the bidder’s bid.

24.0 Clarification of Bids

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

25.0 Determination of Responsiveness

25.1 Prior to the detailed evaluation of the bids, the Amul Dairy will determine whether each bid is substantially responsive to the requirements of the bidding documents.

25.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or the performance of the works or which limits in any substantial way, inconsistent with the bidding documents, the Amul Dairy’s rights or the bidder’s obligations under the contractor, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by the Amul Dairy and may not be subsequently made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

26.0 Correction of Errors

26.1 Bids determined to be substantially responsive will be checked by the Amul Dairy for any arithmetic errors in computation and summation. Errors will be corrected as follows:

   a) Where there is a discrepancy between rates or amounts in figures and in words, the rate or amounts in words shall govern and

   b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity the unit rate as quoted shall govern.

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

27.0 **Conversion to single currency**

27.1 All bid prices shall be submitted in Indian currency only.

28.0 **Evaluation and comparison of the Bids**

28.1 The Amul Dairy shall evaluate and compare only bids determined to be substantially to the requirement of the bidding documents in accordance with clause 25.

28.2 In evaluating bids, the Amul Dairy will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to clause 26.0.

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

28.4 Price adjustment provisions applying to the period of execution of the contract shall not be taken into account in bid evaluation.

28.5 If the bid of the successful bidder is seriously unbalanced in relation to the Amul Dairy’s estimate of the real cost of the work to be performed under the contract, the Amul Dairy may require that the amount of the performance security deposit set forth in the clause 33.0 be increased at the expense of the successful bidder to a level sufficient to protect the Amul Dairy against financial loss in the event of subsequent default of the successful bidder under the contract.

**F. AWARD OF CONTRACT**

29.0 **Award Criteria**

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

30.0 **Amul Dairy’s Right to Accept any Bid and to Reject any or all bids.**

30.1 Notwithstanding clause 29 or any other clauses stated above, the Amul Dairy reserves the right to accept or reject any bid and to annual the bidding process and reject all bids, at any time prior to the award of the contract, without thereby incurring any liability to the
affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Amul Dairy’s action.

31 Notification of Award

31.1 Prior to the expiry of the period of bid validity prescribed in the bid documents, the Amul Dairy will notify the successful bidder by confirmed in writing that his bid has been accepted. This letter (hereinafter and in the conditions of contract referred to as “Letter of Acceptance”) shall name the sum which the Amul Dairy will pay to the contractor in consideration of the execution, completion and the maintenance of the works by the contractors as prescribed by the contract (hereinafter and in the conditions of the contract referred to as the “contract price”).

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

31.3 Upon the furnishing by the successful bidder of a performance security in accordance with the clause 33 the Amul Dairy will notify the unsuccessful bidders that their bids have been unsuccessful.

32 Signing of Agreement.

32.1 At the same time that the Amul Dairy notifies the successful bidder that his bid has been accepted, the Amul Dairy will send the bidder the form of Agreement provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within 15 days of the receipt of the form of Agreement the successful bidder shall sign he form and return it to the Amul Dairy.

32 Performance Security

33.1 Within 30 days of the receipt of the notification of award from the Amul Dairy, the successful bidder shall furnish to the Amul Dairy a performance security for an amount of 5% of the contract value pursuant to clause 10.0 of General conditions of contract.

33.2 Failure of the successful bidder to comply with the requirements of the clause 32 or 33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
## SECTION II
### GENERAL CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATIONS

1.0 In the contract, as hereinafter defined, the following words and express shall have the meanings hereby assigned to them, except where the context otherwise requires:

| 1.1 OWNER | shall mean the client on whose behalf the enquiry is issued by the Amul Dairy, Anand. and shall include his successors and assignees, as well as his authorised representatives. |
| 1.2 CONSULTANT | shall mean the Amul Dairy, Anand. or the consultants appointed by the owner for the Project. |
| 1.3 ENGINEER | shall mean the Engineer or any other authorised representative of the Amul Dairy |
| 1.4 ARCHITECT | shall mean the architect appointed by the Amul Dairy |
| 1.5 Not Relevant in this tender |
| **1.6 STRUCTURAL CONSULTANTS** | Shall mean the structural consultants appointed by the Amul Dairy |
| 1.7 BIDDER | shall be the firm / party / individual who submits the bid against the invitation to Bid. |
| 1.8 CONTRACTOR | shall mean the successful bidder whose Bid has been accepted by Amul Dairy and on whom a work order has been placed and shall include his heirs, legal representatives and assignees. |
| 1.9 SUB-CONTRACTOR | shall mean the person / firm / party / named by the contractor whom a part of the contract has been sublet with the consent of Amul Dairy and shall include his heirs, successors, legal representatives, and assignees. |
| 1.10 Contract price/rate | shall mean the prices/rates of the accepted Bid. |
| 1.11 Contract | Shall mean the articles of agreement, the conditions, the appendix, the schedule of quantities, and / or specifications attached herewith. |
1.12 “Notice in writing" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered / ordinary post to the last known address or the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

1.14 Site shall mean the actual place of the proposed project or any other place where work is to be executed under the contract. It shall also include any other land allotted by the Amul Dairy for the contractor’s use.

1.15 Month shall mean from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.

1.16 Week shall mean seven consecutive days.

1.17 Day shall mean a day from midnight to midnight.

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

1.19 Bid Security shall mean the sum paid along with the bid as a token to bind the contract.

1.20 Award shall mean the written acceptance of Bid by the Amul Dairy given to the successful bidder.

1.21 Performance security shall mean the amount pledged with the Amul Dairy while signing the agreement for faithful and satisfactory performance of the contract.

1.22 Constructional Plant shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the works but does no include the materials or other things required intended to form or forming part of the works.

1.23 Specifications shall mean the specification referred to in the bid and nay modification thereof or additional thereto as may from time to time be furnished or approved in writing by the Amul Dairy / Engineer.
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<th>Clause</th>
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<td>1.24</td>
<td><strong>Drawings</strong> shall mean drawings referred to in the specifications and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Amul Dairy / Engineer.</td>
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<tr>
<td>1.25</td>
<td><strong>Temporary Works</strong> shall mean the temporary works of every kind required in or about the execution or maintenance of works.</td>
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<td>1.26</td>
<td><strong>Permanent Works</strong> shall mean the permanent works to be executed and maintained in accordance with the contract.</td>
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<td>1.27</td>
<td><strong>Works</strong> shall include both temporary works and permanent works.</td>
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<td>1.28</td>
<td><strong>Approved / Approval</strong> Shall mean approved in writing, including subsequent written confirmation of previous verbal or written approval.</td>
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<td>1.29</td>
<td><strong>I.S.S.</strong> shall mean Indian Standard specifications</td>
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<td>1.30</td>
<td><strong>Government</strong> Shall mean the Government of India or any other state Government.</td>
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<td>1.31</td>
<td><strong>Tender</strong> Shall mean the Bid.</td>
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<td>1.32</td>
<td><strong>Headings and Marginal notes:</strong> All headings of an notes to the clauses of these Conditions of Contract or of and to the Specifications or any other bid document are solely for the purpose of giving concise indication and not a summary of the contents thereof, and they shall never be deemed to be the part of the or be used in the interpretation or construction thereof or of the Contract.</td>
</tr>
<tr>
<td>1.33</td>
<td><strong>Singular and Plural.</strong> In this Contract document unless otherwise stated specifically the singular shall include the plural and vice-versa wherever the context so requires.</td>
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<td>1.33</td>
<td><strong>Cost</strong> The cost shall be deemed to include overhead cost whether on or off the site.</td>
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## Engineer & Engineer’s Representative

### 2.0 Duties and Powers of the Engineer and the Engineer’s Representative.

2.1 The Field management shall be the responsibility of the Engineer. The Engineer shall carry out such duties as taking decisions and issuing certificates and orders as specified in the Contract. The Engineer is empowered to take decisions on the following matters:

(a) Approval of subletting of any part of the works pursuant to clause 4.0 hereof;

(b) Certification of additional sums under sub clause 53(2) hereof;

(c) Determination of an extension of time pursuant to clause 44.0 hereof;

(d) Issuance of a variation order pursuant to clause 52.0 hereof;

(e) Fixing rates or prices for the additional works executed under the Contract pursuant to clause 52.0 hereof.

2.2 The Engineer’s Representative shall be responsible to the Engineer and his duties are to watch and supervise the works and to test and examine any materials to be used or workmanship employed with the works. The Contractor shall get the materials or the workmanship tested, as instructed by the Engineer’s Representative, at his own cost. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the AMUL DAIRY, nor to make any variation of or in the works.

2.3 The AMUL DAIRY may from time to time in writing delegate to the Engineer’s Representative any of the powers and authorities vested in the Engineer. Any written instruction or approval given by the Engineer’s Representative to the Contractor within the terms of such delegations, but not otherwise, shall bind the Contractor as though it had been given by the Engineer provided always as follows:

(a) Failure of the engineer’s Representative to disapprove any work or materials shall not prejudice the power of the Engineer there after to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer’s Representative he shall be entitled to refer the matter to the Engineer, who shall there upon confirm, reverse or vary such decision.

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

3.2 No materials shall be removed from the site before obtaining the approval in writing of the Engineer. The Contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer’s Representative.

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

4.0 **Sub - letting of work:**

4.1 The Contractor shall not sub-let the whole of the works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works without prior written consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause.
CONTRACT DOCUMENTS

5.0 Language and Law of Contract.

5.1 i) All written material and correspondence shall be in English.
    ii) The law to which the Contract is to be subjected and according to which
        the Contract is construed, shall be the law being in force in India and/or the
        state where the Contract shall be performed.

5.2 Documents mutually explanatory

Except if any to the extent otherwise provided by the Contract, the provisions of the
General Conditions and Special Conditions of the Contract shall prevail over those of
any other documents forming part of the Contract. Several documents forming the
Contract are to be taken as mutually explanatory. Should there be any discrepancy,
inconsistency, error or omission in the Contracts or any of them the matter may be
referred to Engineer who shall give his decisions and issue to the Contractor
instructions, directing in what manner the work is to be carried out. The decision of the
Engineer shall be final and conclusive and the Contractor shall carry out the work in
accordance with this decision.

5.3 Works shown upon the drawing but not mentioned in the specifications or described in
the specifications without being shown on the drawings shall nevertheless be held to be
included in the same manner as if they had been specifically shown upon the drawings
and described in the specifications.

6.0 Drawings: their purpose and the custody

6.1 The Contract drawings read together with the Contract specifications are intended to
show and explain the manner of executing the work and to indicate the type and the
class of materials to be used.

6.2 In case any feature of the work is not set forth in the drawings and specifications, the
Contractor shall forthwith apply to the Engineer for further instructions, drawings or
specifications

6.3 The drawings shall remain in the sole custody of the Engineer, but two copied shall be
issued to the Contractor free of charge. One copy of the drawings, furnished to the
Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at
all responsible times be available for inspection and use by the Engineer or the
Engineer’s Representative and by any other person authorized by the Engineer in
writing. At the completion of the Contract the Contractor shall return to the Engineer all drawings issued under the Contract.

6.4 The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed unless any further drawing or instruction is issued by the AMUL DAIRY/ Engineer within a reasonable time. The notice shall include the detail of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.5 The Contractor shall submit the following information, in triplicate, to the Engineer for approval within the time stipulated against each item below.

a) a general layout plan of construction plant and equipment for the execution of work within fourteen days from the date of notice to proceed with the work; and

b) drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site including any changes in the general layout, at least fourteen days prior to the commencement of the respective work.

7.0 **Further Drawings and Instructions**

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

**GENERAL OBLIGATIONS**

8.0 **Contractor’s General Responsibilities**

8.1 The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, Construction Plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

8.2 The Contractor shall take full responsibility for the adequate stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or
specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Engineer.

9.0 **Contract Agreement**

9.1 The Contractor shall be called upon so to do enter into and execute a Contract Agreement, in the form annexed with such modification as may be necessary.

10.0 **Performance Security**

10.1 Within 30 days of the receipt of the notification of the Award of the Contract from the AMUL DAIRY the successful bidder shall furnish to the Amul Dairy a performance security for an amount of 5% of the Contract value.

10.2 The proceeds of the performance security shall be payable to the Amul Dairy as compensation for any loss resulting from the contractor's failure to complete the work under the contract.

10.3 The performance security shall be denominated in Indian Rupees and shall be in any of the following forms:

- a) A Demand draft drawn in favour of Amul Dairy, Anand. payable at the place mentioned in the address of communication stated in the Invitation to Bid.

- b) A Bank guarantee issued by a Nationalised Indian Bank or by a foreign bank operating in India. The guarantees issued by other banks should be confirmed by a Nationalised Indian bank or a foreign bank operating in India. The acceptable form shall be strictly as provided in Section IX of the Binding documents.

10.4 The bank guarantee shall be valid for the entire period of Contract including the Period of Maintenance plus 90 days. The validity of the bank guarantee is suitably extended in the event of extension of time of the Contractor pursuant to clause 44 herein.

10.5 The performance security shall be released by the Amul Dairy not later than 60 days following the date of delivery of the Maintenance certificate by the Engineer.

10.6 In the event of increase in the Contract value, in actual execution, proportionate additional performance security shall be paid by the Contractor if called upon to do so.

10.7 In the event of decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.
10.8 No interest shall be paid by the Amul Dairy for the amount deposited as Performance security with the Amul Dairy.

11.0 Inspection of site

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

12.0 Sufficiency of Tender

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

13.0 Work to be to the Satisfaction of Engineer

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

14.0 Programme to be furnished

14.1 The Contractor shall, after the acceptance of his Tender submit to the Engineer for his approval a programme showing the order of procedure in which he proposes to carry out the Works. The Contractor shall whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of Works.

14.2 If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved programme referred to in sub-clause (1) of this Clause, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the Works within the time for completion as defined in Clause 43 hereof.
14.3 The submission to and approval by the engineer of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

14.4 The programme shall be reviewed and revised if required at three monthly intervals and shall include a chart of the principal quantities of work forecast for execution monthly and a schedule of payments expected to be made to the Contractor by the Amul Dairy.

15. **Contractor’s Superintendence**

15.1 The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor’s obligations under the Contract. The Contractor, or a competent and authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter employ him on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instructions from the Engineer.

16.0 **Contractor’s Employees**

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

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

   b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

16.2 It shall be the liability of the Contractor to remove forthwith from the works any personnel engaged by the Contractor, in or about the execution or maintenance of the works, who, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose engagement is otherwise considered to be undesirable and such person shall not be again engaged upon the work. Any person so removed, by the Contractor, from the works shall be replaced, by the Contractor, as soon as possible by a competent substitute.
17.0 **Setting-out**

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

18.0 **Boreholes and Exploratory Excavation**

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

19.0 **Watching and Lighting**

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

20.0 **Care of Works**

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

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

20.3 **Excepted Risks**

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

21.0 **Insurance of Works, etc**

21.1 Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall prior to the commencement of the works insure in the joint names of the Amul Dairy and the Contractor against all loss or damage form whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contractor and in such manner that the Amul Dairy and the Contractor are covered for the period stipulated in Clause 20.1 hereof and are also covered during the Period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 5 and 51 hereof :-
a) The Works for the time being executed to the estimated current Contract value thereof plus 10 percent thereon to allow for any additional costs and professional fees resulting form the loss or damage.

b) The Constructional Plant and other things brought on to the Site by the Contractor to the replacement value of such Constructional Plant and other things.

c) It shall be the responsibility of the Contractor to notify the insurer of any change in nature and extent of the Works and to ensure the adequacy of the insurance cover at all times in accordance with the provisions of this Clause.

Such insurance shall be affected with an insurer and the Contractor shall, produce to the Engineer/Amul Dairy the policy or polices of insurance and the receipts for payments of the current premiums.

22.0 Damage to Persons and Property

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

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

b) The right of the Amul Dairy to execute the Works of any part thereof on, over, under, in or through any land.

c) Injuries or damage to persons or property which are the unavoidable result of the execution or maintenance of the Works in accordance with the Contract.

d) Injuries or damage to persons or property resulting form any act or neglect of the Engineer or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of compensation as may be just and equitable having regard to the extend of the responsibility of the Engineer or other Contractors for the damage or injury.

22.2 The Amul Dairy shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this Clause.
23.0 **Third Party Insurance**

23.1 Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under Clause 22 hereof, shall insure against his liability for any material or physical damage, loose or injury which may occur to any property, including that of the Amul Dairy, or to any person, including any employee of the Amul Dairy, or by arising out of the execution of Works or in the carrying out of the Contract, otherwise than due to the matters, referred to in the proviso to Clause 22.1 hereof.

23.2 Such insurance shall be affected with an insurer for at least the amount stated in the Appendix to the Tender. The Contractor shall, produce to the Engineer / Amul Dairy the policy or policies of insurance and the receipts for payment of the current premiums.

23.3 The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Amul Dairy, the insurer will indemnify the Amul Dairy against such claims and any costs, charges and expenses in respect thereof.

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

24.0 **Accident or Injury to Workmen**

24.1 The Amul Dairy shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor. The Contractor shall indemnify and keep indemnified the Amul Dairy against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Where any case is instituted against the Amul Dairy, the Contractor shall impaled himself as a party as if the case has been instituted against the Contractor.

24.2 The Contractor shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, produce to the Engineer/Amul Dairy such policy of insurance and the receipts for the payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor’s obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Amul Dairy is indemnified under the policy, but the Contractor to produce to the Engineer/Amul Dairy such policy of insurance and receipt for the payment of the current premium.

The Contractor shall accept full and exclusive liabilities for the compliance with all obligations imposed by the ESI Act 1948, and the Contractor shall further defend, indemnify and hold the Amul Dairy harmless from any liabilities or penalties which may be imposed by the Central, State or local authorities by reason of any asserted violation by Contractor or sub-Contractor of the ESI act, 1948 and also from all claims, suits or proceedings that may be brought against the Amul Dairy arising under, growing up or by reason of the work provided for by this Contract whether brought by the employees of the Contractor, by the third parties, or by Central or State Govt. authorities or any political sub-division thereof. The Contractor shall fill in with the ESI the declaration form and all other forms which may be required in respect of the Contractor’s or sub-Contractor’s employees and who are employed by for the works provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor and deduct the employees contribution as per the first schedule of the ESI Act from wages and affix the employees’ contribution cards at wages payment intervals. The Contractor shall remit and secure that agreement of the sub-Contractor to remit, the employees contribution as required by the Act. The Contractor shall maintain all codes and records as required under Act in respect of the employees and payment and the Contractor shall secure the agreement of the sub Contractor to maintain such records. Any expense incurred for the contribution or maintaining records shall be to the Contractor’s account.

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

25.0 Remedy on Contractor’s Failure to Insure

25.1 If the Contractor shall fail to effect and keep in force the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Amul Dairy may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and form time to time deduct the amount so paid by the Amul Dairy as aforesaid from any payment due or which may become due to the Contractor, or recover the same as a debt to the Contractor, or recover the same as a debt due from the Contractor.

26.0 Giving of Notices and Payment of Fees

26.1 The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance, or Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by
the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

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

The Amul Dairy will repay or allow to the contractor all such sums as the engineer / Amul Dairy shall certify to have been properly payable and paid by the contractor in respect of such fees.

27.0 Fossils, etc.

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

28.0 Patent Rights and Royalties

28.1 The Contractor shall save harmless and indemnify the Amul Dairy from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect or any Constructional Plant, machine work, or material and for in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

29.0 Interference with Traffic and Adjoining Properties

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

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

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

30.3 If during the execution of the works or at any time thereafter the Contractor shall receive any claim arising out of the execution of the Works in respect of damage or injury to highways or bridges he shall immediately report the same to the Engineer and thereafter shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Amul Dairy in respect thereof, and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.

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

31.0 **Opportunities for other Contractors**

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

32.0 **Contractor to Keep Site Clear**

32.1 During the progress of the Works the Contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the site any wreckage, rubbish or Temporary Works no longer required.

33.0 **Clearance of Site on Completion**

33.1 On the completion of the Works the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

**LABOUR**

34.0 **Engagement of Labour**

34.1 The Contractor shall make his own arrangements for the engagements of all labour, local or otherwise, and save insofar as the Contractor otherwise provides, for the transport, housing feeding and payment thereof. The Contractor to the extent possible and reasonable to employ staff and labour with required qualifications and experience from source within India.

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

34.3 The personnel so engaged by the Contractor shall be the employees of the Contractor and there shall exist no privity of Contract between the personnel so engaged and the Amul Dairy.

34.4 On completion of the works undertaken by the Contractor, he shall remove all temporary buildings erected by him and have the site cleaned as directed by the Engineer. If the Contractor shall fail to comply with these requirements, the Engineer
may at the expenses of the Contractor remove such surplus and rubbish materials and
dispose off the same as he deems fit and get the site cleared as aforesaid; the Contractor
shall forthwith pay the amount of all expenses so incurred and shall have no claim in
respect of any such surplus material disposed off as aforesaid. The owner reserves the
right to ask the Contractor any time during the tendency of the Contract to vacate the
land by giving 7 days notice without giving any reason.

34.5 Land for residential accommodation for staff and labour may be made available at the
discretion of the Amul Dairy/ Engineer.

34.6 The Contractor shall, so far as is reasonably practicable, having regard to local
conditions, provide on the Site, to the satisfaction of the Engineer an adequate supply of
drinking and other water for the use of the Contractor’s staff and work people.

34.7 The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances
and Government Regulations or Orders for the time being in force, import, sell, give
barter or otherwise dispose of any alcoholic liquor, or drugs or permit any such
importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.8 The Contractor shall not give, barter or otherwise dispose of to any person or person,
any arms or ammunitions of any kind or permit the same as aforesaid.

34.9 The Contractor shall in all dealings with labour in his employment have due regard to
all recognized festivals, days of rest and religious or other customers.

34.10 In the event of any outbreak of illness of an epidemic nature, the Contractor shall
comply with and carry out such regulations, orders and requirements as may be made
by the Government, or the local medical or sanitary authorities for the purpose of
dealing with and overcoming the same.

34.11 The Contractor shall at all times take all reasonable precautions to prevent any
unlawful, riotous or disorderly conduct by or amongst his employees and for the
preservation of peace and protection of persons and property in the neighborhood of the
Works against the same. The Contractor shall be responsible to comply with the various
labour laws such as Contract Labour (R&A) Act, 1970, Payment of Wages Act,
Minimum Wages Act, Provident Fund Act & Rules etc. in respect of the persons
engaged by him.

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

35. **Returns of Labour, etc**

35.1 The Contractor shall submit to the Amul Dairy copies of the license under the Contract
Labour Act, if required and obtained by the Contractor and his Provident Fund no.. The
Contractor shall, if required by the Engineer, also deliver to the Engineer a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional Plant as the Engineer may require.

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

35.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provision of the various labour laws and rules and regulations such as Contract Labour Act (R&A) Act, 1970, Payment of Wages Act, Minimum Wages Act, Provident Fund Act & Rules etc. applicable to them in regard to all matters provided therein and shall indemnify the Amul Dairy in respect of all claims that may be made against the Amul Dairy for noncompliance thereof by the Contractor.

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

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

### MATERIALS AND WORKMANSHIP

#### 36.0 Materials and Workmanship

36.1 All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer’s instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at such other place or places as may be specified in the Contract, provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.

36.2 All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by on provided for in the Contract.
36.3 The cost of conducting any test ordered by the Engineer to ascertain the quality of the materials and the workmanship shall be borne by the Contractor.

37.0 Inspection of Operations

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

38.0 Examination of Work before Covering up

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

38.2 The Contractor shall uncover any part or parts of the Work or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been put out of view after compliance with the requirement clause 38.1 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Amul Dairy, but in any other case all costs shall be borne by the Contractor.

39.0 Removal of Improper Work and Materials

39.1 The Engineer shall during the progress of the Works have power to order in writing from time to time.

a) The removal from the Site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Engineer, are not in accordance with the Contract.

b) The substitution of proper and suitable materials and

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there for, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.
39.2 In case of default on the part of the Contractor in carrying out such order, the Amul Dairy shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Amul Dairy or may be deducted by the Amul Dairy from any payment due or which may become due to the Contractor.

40.0 Suspensions of Work

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

a) otherwise provided for in the Contract, or

b) necessary by reasons of some default on the part of the Contractor, or

c) necessary by reasons climatic conditions on the Site, or

d) necessary for the proper execution of the Work or for the safety or the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the Amul Dairy or from any or the excepted risks defined in Clause 20 hereof.

Provided that the Contractor shall not be entitled to recover any such extra cost unless the give written notice of his intention to claim to the Engineer within fifteen days of the Engineer’s order. The Engineer shall settle and determine such extra payment and/or extension of time under Clause 44 hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the Engineer, be fair and reasonable.

If the progress of the Works or any part thereof is suspended on the written order of the Engineer and if permission to resume work is not given by the Engineer within a period of ninety days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c), or (d) of sub-clause (1) of this Clause, the Contractor may serve a written notice on the Engineer requiring permission within twenty-eight days from the receipt thereof to proceed with the works, or that part thereof in regard to which progress is suspended and, if such permission is not granted within the time, the Contractor by a further written notice so served may, but is bound to, elect or treat the suspension where it affects only part of the Works as an omission of such part under Clause 52 hereof, or, where it affects the whole Works, as an abandonment of the Contract by the Amul Dairy.
COMMENCEMENT TIME AND DELAYS

41.0 Commencement of Works

41.1 The Contractor shall commence the Works on Site within the period named in the Appendix to the Tender after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer, or be wholly beyond the Contractor’s control.

42.0 Possession of Site

42.1 Save insofar as the Contract may prescribe, the extent or portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Amul Dairy will, with the Engineer’s written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14 hereof, if any and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer, make and will, from time to time as the Work proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said programmes or proposals, as the case may be. If the Contract suffers delay from the failure on the part of the Amul Dairy to give possession in accordance with the terms of the is Clause, the Engineer shall grant an extension of time for the completion of the Works as, in his opinion shall be fair and the price escalation pursuant to clause 71.0 hereof, provided the extended time period including the original contract period exceeds 12 months.

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

43.0 Time for Completion

43.1 Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 49 hereof, within the time stated in the Contract or such extended time as may be allowed under Clause 44 hereof.
44.0 Extension of Time of Completion

44.1 Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the Engineer shall determine the amount of such extension and shall notify the Amul Dairy and the Contractor accordingly. Provided that the Engineer is not bound to take in account any extra or additional work or other special circumstances unless the Contractor has within thirty days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

45.0 No Night Work

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

46.0 Rate of Progress

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

47.0 Liquidated Damages for Delay

47.1 If the Contractor shall fail to achieve completion of the Works within the time prescribed in the Appendix to the Form of Bid, then the Contractor shall pay to the Amul Dairy the sum at the rate of ½% of the Contract value as liquidated damages for such default and not as a penalty for every week or part of the week which shall elapse.
between the time prescribed by Clause 43 hereof and the date of certified completion of the particular Works. The Amul Dairy may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or form any other of his obligations and liabilities under the Contract.

47.2 The aggregate maximum of the liquidated damages payable to the Amul Dairy under this clause shall be subject to a maximum of 10% of the Contract value.

47.3 If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed, pursuant to Clause 49 hereof, and occupied by the Amul Dairy, the liquidated damages for delay shall, for any period of delay after such certificate be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.

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

48.0 Certification of Completion of Works

48.1 When the whole of the Works have been virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the period of Maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Engineer to issue a Certificate of Completion in respect of the Works. The engineer shall, on receipt of such notice either issue to the Contractor, with a copy to the Amul Dairy, a Certificate of Completion stating the date on which, in his opinion, the Works were virtually completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the engineer’s opinion, requires to be done by the Contractor before the issue of such Certificate. The engineer shall also notify the Contractor of any defects in the Works affecting virtual completion that may appear after such instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such Certificate of Completion, or on the completion, to the satisfaction of the Engineer, of the works so specified and making good any defects so notified.

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

a) Any section of the Permanent Works in respect of which a separate time for completion is provided in the Contract and
b) Any substantial part of the permanent Works which has been both completed to the satisfaction of the Engineer and occupied by the Amul Dairy/owner.

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

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

MAINTENANCE AND DEFECTS (DEFECT LIABILITY)

50.0 Definition of Period of Maintenance

50.1 In these Conditions the expression “Period of Maintenance” shall mean the period of maintenance name in the Appendix to the Tender, calculated from date of the completion of the Works, certified by the Engineer in accordance with Clause 49 hereof, or, in the event of more than one certificate having been issued by the Engineer under the said Clause, from the respective dates so certified and in relation to the Period of Maintenance the expression “the Works” shall be construed accordingly.

50.2 To the intent that the Works shall at or as soon as practicable after the expiry of Period of Maintenance be delivered to the Amul Dairy in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall finish the work, if any, outstanding at the date of completion, as certified under the clause 49 hereof, as soon as practicable after which date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance, or within fifteen days after its expiry as a result of an inspection made by or on behalf of the Engineer prior to its expiry.

50.3 All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.
50.4 If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the Amul Dairy shall be entitled to employ and pay other persons to carry out the same and if such work is work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Amul Dairy or may be deducted by the Amul Dairy from any payment due or which may become due to the Contractor.

51.0 Contractor to Search

51.1 The Contractor shall, if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Works or in the Period of Maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Amul Dairy. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 50 hereof.

ALTERATIONS, ADDITIONS AND OMISSIONS

52.0 Variations

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

a) increase or decrease the quantity of any work included in the Contract,

b) omit any such work,

c) change the Character or quality or kind of any such work,

d) change the levels, lines, position and dimensions of any part of the Works, and

e) execute additional work of any kind necessary for the completion of the Works,

f) change any specified sequence, method or timing of construction of any part of the works,
and no such variation shall in any way vitiate or invalidates the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

52.2 No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer and such confirmation shall not be contradicted in writing within fourteen days by the Engineer, it shall be deemed to be an order in writing by the Engineer.

53.0 Valuation of Variations

53.1 All extra or additional work done or work omitted by order of the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

53.2 Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such omission or addition, rendered inapplicable, then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In case of disagreement the Engineer shall work out and fix the rate or the price.

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

Provided also that no increase or decrease under clause 53.1 or variation of rate or price under clause 53.2 of shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:-
a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price or

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

53.4 If, on certified completion of the whole of the works it shall be found that a reduction or increase greater than 25 per cent of the sum named in the Letter of Acceptance, results from:

a) the aggregate effect of all Variation Orders, and

b) all adjustments upon measurement of the estimated quantities set out in the Schedule of Quantities, excluding the adjustments of price made under Clause 71.1 hereof,

but not from any other cause, the amount of the Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the Engineer or, failing agreement, fixed by the Engineer having regard to all material and relevant factors, including the Contractor’s site and general overhead cost of the Contract.

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

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

PLANT, TEMPORARY WORKS AND MATERIALS

54.0 Plant, etc. Exclusive Use for the Works

54.1 All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the Engineer, which shall not be unreasonably withheld.
54.2 Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

54.3 The Amul Dairy shall not at any time be liable for the loss of or damage to any of the said Constructional Plant, Temporary Works or materials save as mentioned in Clauses 20 and 66 hereof.

55.0 Approval of Materials, etc., not implied

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

**MEASUREMENT**

56.0 Quantities

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

57.0 Works to be measured

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

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

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

NOMINATED SUB-CONTRACTORS

59.0 Definitions of “Nominated Sub-Contractors”

59.1 All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials or services, who may have been or be nominated or selected or approved by the Amul Dairy or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to sub-let any work shall, in the execution of such work or the supply of such goods, materials or services, be deemed to be sub-Contractors employed by the Contractor and are referred to in this contract as “nominated Sub-Contractors”.

59.2 The Contractor shall not be required by the Amul Dairy or the Engineer or be deemed to be under any obligation to employ any nominated Sub-Contractor against whom the Contractor may raise reasonable objection, or who shall decline to enter into a sub-contract with the Contractor containing provisions:

a) that in respect of the work, goods, materials or services the subject of the sub-contract, the nominated Sub-Contractor will undertake towards the Contractor the like obligations and liabilities as are imposed on the Contractor towards the Amul Dairy by the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities, and

b) that the nominated Sub-Contractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Sub-Contractor, his agents, workmen and servants and from and against any misuse by him or
them of any Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contractor and from all claims as aforesaid.

59.3 If in any connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the permanent works or of any equipment or plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Sub-Contract. The nominated Sub-Contract shall specify that the nominated Sub-Contractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

59.4 For all work executed or goods, materials, or services supplied by any nominated Sub-Contractor, there shall be included in the Contract Price:

   a) the actual price paid or due to be paid by the Contractor, on the direction of the Engineer, and in accordance with the Sub-Contract;

   b) the sum, if any, entered in the Schedule of Quantities for labour supplied by the Contractor in connection therewith, or if ordered by the Engineer as may be determined in accordance with Clause 53 hereof;

   c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision for such is made in a special item provided in the Schedule of Quantities for such purpose.

59.5 Before issuing, under Clause 60 hereof, any certificate, which includes any payment in respect of work done or goods, materials, or services supplied by any nominated Sub-Contractor, the Engineer shall be entitled to demand from the Contractor reasonable that all payments, less retentions, included in previous certificates in respect of the work or goods, materials or services of such nominated Sub-Contractor have been paid or discharged by the Contractor, in default whereof unless the Contractor shall

   a) inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments and

   b) produce to the Engineer reasonable proof that he has so informed such nominated sub-contractor in writing,

the Amul Dairy shall be entitled to pay to such nominated sub-contractor direct, upon the certificate of the Engineer, all payments, less retentions, provided for in the sub-contact, which the Contractor has failed to make to such nominated sub-contractor and to deduct by way of set-off the amount so paid by the Amul Dairy from any sums due or which may become due from the Amul Dairy the Contractor. Provided always that,
where the Engineer has certified and the Amul Dairy has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

59.6 In the event of a nominated sub-contractor, as hereinbefore defined, having undertaken towards the Contractor in respect of the work executed, or the goods, materials or services supplied by such nominated sub-contractor, any continuing obligation extending for a period exceeding that of the Period of Maintenance under the Contract, the Contractor shall at any time, after the expiry of the Period of Maintenance, assign to the Amul Dairy, at its request and cost, the benefit of such obligation for the unexpired duration thereof.

CERTIFICATE AND PAYMENT

60. **Interim Payment Certificate**

60.1 (a) The Contractor shall submit a bill or shall submit measurement of works executed for the preparation of the bill on computer of Amul Dairy for interim payment in 5 copies to the Engineer on a specified date in each month in a form approved by the Engineer. The bill for interim payment shall include the following items, as applicable, which shall be taken into account in the sequence listed: -

i) the estimated Contract value of the Permanent Works executed since the submission of the last bill, obtained by applying the base unit rates and prices in the Schedule of Quantities measured by the Engineer pursuant to clause 57;

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

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

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

v) an amount reflecting any changes in cost pursuant to clause 71 hereof;

vi) any amount to be withheld under the retention provisions of clause 60.3;
vii) any credit or debit for the period in question in respect of materials on site intended for, but not yet incorporated in, the Permanent Works in the amount and under the conditions set forth in clause 60.2;

viii) Any amount to be deducted on account of the mobilization advance under the provisions set forth in 60.5;

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

x) Deductions of Income tax shall be made on the gross amount of each bill as per the provision of the Income tax Act.

xi) Any amount to be deducted on account of water charges and power supply, if any, pursuant to clause 5.40 & 6.20 of Section III, Special Conditions of Contract.

xii) Any amount to be deducted on account of materials issued to the Contractor pursuant to clause 7.1 of section III, Special Conditions and Contract.

b) Within 30 days of the receipt of the said bill for interim payment, it shall be approved or amended such that, in the Engineer’s opinion, the certificate reflects the amount due to the Contractor in accordance with the Contract. In cases where there is difference of opinion as to the value of any item, the Engineer’s view shall prevail.

60.2 The Contractor shall be entitled to such sum as the Engineer may consider proper in respect of materials intended for but not yet incorporated in the Permanent Works provided that:

a) The materials are in accordance with the specification for the Permanent Works;

b) Such materials have been delivered to the site, and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer;

c) The Contractor’s records of the requirements, orders, receipts and the use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;

d) the Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of the valuation of materials and providing evidence of ownership and payment therefor;

e) The ownership of such materials shall be deemed to vest in the Amul Dairy; and
f) The sum payable for such materials on site shall not exceed 75% of the related exfactory/exwarehouse/exquarry price of the building materials which shall in any case not be more than the materials which shall in any case not be more than the material component of the base unit rates in the Schedule of Quantities.

60.3 Retention Money

a) A retention amounting to 7.5% of the amount included in any monthly interim payment certificate pursuant to clause 60.1 due to the Contractor on account of the permanent Works executed by him shall be made by the Engineer in the first and following certificates until such time as the cumulative total of such deductions shall amount to 5% of the total actual value of Work to be done;

b) if the Contractor so requests, the Amul Dairy may pay the cumulative amount of retention money to the Contractor upon lodgment with the Amul Dairy of a Bank guarantee issued by a Nationalised Indian Bank, or a foreign bank operating in India. The guarantees given by other banks should be confirmed by a Nationalised Indian Bank or a foreign bank operating in India. The acceptable form of Bank guarantee shall be strictly as given in Section IX of the bidding document.

c) One half of the retention money shall be paid to the Contractor within 60 days of issuing of the certificate of completion by the Engineer and the balance of the retention money shall be certified with settlement of the final bill. Provided always that, if at such time there shall remain to be executed by the Contractor any works ordered during such period pursuant to clause 50 and 51 hereof, the Amul Dairy shall be entitled to withhold payment until the completion of such works of so much of the balance of the retention money as shall, in the opinion of the engineer, represent the cost of the works so remaining to be executed; and

d) No interest shall be paid by the Amul Dairy to the Contractor for the amount withheld as Retention Money with the Amul Dairy.

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

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

61.0 **Approval only by Maintenance Certificate**

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

62.0 **Maintenance Certificate**

62.1 The Contract shall not be considered as completed until Maintenance Certificate shall have been signed by the Engineer and delivered to the Amul Dairy stating that the Works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the engineer after the expiry of the Period of Maintenance, or, if different periods of maintenance shall become applicable to different sections or parts of the Works, the expiry of the latest such period, or as soon thereafter as any works ordered during such period, pursuant to Clause 50 and 51 hereof, shall have been completed to the satisfaction of the Engineer and full effect shall be given to his Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the Amul Dairy.

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

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

**REMEDIES AND POWER**

63.0 **Default of Contractor**

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

a) has abandoned the Contract, or
b) without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 days after receiving from the Engineer written notice to proceed, or

c) has failed to remove materials from the site or pull down and replace work for 30 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or

d) despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the Contract, or is persistently neglecting to carry out his obligations under the Contract, or

e) has, to the detriment of good workmanship, or in defiance of the Engineer’s instructions of the Engineer’s instructions to the contrary, sub-let any part of the Contract.

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

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

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

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

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

64.0 Urgent repairs

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

SPECIAL RISKS

65.0 No Liability for War etc.

65.1 Notwithstanding anything in the Contract contained:-

The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works, save to work condemned under the provisions of Clause 39 hereof prior to the occurrence of any special risk hereinafter mentioned, or to property whether of the Amul Dairy or of third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as hereinafter defined. The Amul Dairy shall indemnify and save harmless
65.2 If the works or any material on the site, or any other property of the Contractor used or intended to be used for the purposes of the works, shall sustain destruction or damage by reason of any of the said special risks the Contractor shall be entitled to payment for:

- any permanent work and for any materials so destroyed or damaged, and, as so far as may be required by the Engineer, or as may be necessary for the completion of the works, on the basis of costs plus such profit as the Engineer may certify to be reasonable

- replacing or making good any such destruction or damage of the works:

- replacing or making good such materials or other property of the Contractor used or intended to be used for the purposes of works.

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

65.4 The Amul Dairy shall repay to the Contractor any increased cost of or incidental to the execution of the work, other than such as may be attributable to the cost of reconstruction work condemned under the provisions of Clause 39 hereof, prior to the occurrence of any special risk, which is however, attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this clause hereinafter contained in regard to outbreak of war, but Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

65.5 The Special Risks are unprecedented flood, earthquake or other convulsion of nature, war, hostilities (whether war be declared or not) invasion, act of foreign enemies, the nuclear and the pressure wave risk described in clause 20 hereof, or in so far as it related to the country in which the works are being or are to be executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil work, or unless solely restricted to the employees of the Contractor or of his Sub-Contractors and arising from the conduct of the works, riot, commotion or disorder.

65.6 If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the works, the Contractor shall, until and unless the
Contract is terminated under the provision of this Clause, continue to use his best endeavors to complete the execution of the works. Provided always that the Amul Dairy shall be entitled at any time3 after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, this Contract shall, except as to the rights of the parties under this clause and to the operation of clause 65.8 hereof, terminate, but without prejudice o the right of either party in respect of any antecedent breach thereof.

65.7 If the Contract shall be terminated under the provisions of the last preceding sub-clause the Contractor shall, with all reasonable dispatch, remove from the site all constructional plant and shall give similar facilities to his sub-Contractor to do so.

65.8 If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the Amul Dairy, as in so far as much amount or items shall not have already been covered by payments on account made to the Contractor, for all works executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

a) the amounts payable in respect of any preliminary terms, so far as the works or service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer of any such items, the work or service comprise in which has been partially carried out or performed.

b) the cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor, or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the Amul Dairy upon such payments being made by him.

a sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

Any additional sum payable under the provision of the clauses 65.1, 65.2 and 65.4.

The reasonable cost of removal of construction plant under clause 65.7 and, if required by the Contractor, return thereof to the Contractor’s main plant yard in his country of registration or to any other destination, at no greater cost.

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

Provided always that against that against any payments due from the Amul Dairy shall be entitled to be credited with any outstanding balance due from the Contractor for advances in respect of constructional plant and materials and any other sums which at
the date of termination wererecoverable by the Amul Dairy from the Contractor under the terms of the Contract.

66.0 Payment in the Event of Frustration

66.1 If a war or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling his Contractual obligation, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the Amul Dairy to the Contractor in respect of the work executed shall be the same as that which would have been payable under clause 65 hereof if the Contract and been terminated under the provisions of clause 65 hereof.

67.0 Settlement of Disputes

67.1 If the Contactor considers any work demanded of him to be outside the requirements of the Contract, or considers any drawings, record or ruling of the Engineer on any matter in connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer in writing, for written instructions of decision. Thereupon the Engineer shall give his written instructions or decision within a period of thirty days of such request.

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

67.3 If the Engineer fails to give his instructions or decisions in writing within a period of thirty days after being requested, or if the Contractor is dissatisfied with the instructions and decisions the contractor may appeal to the Amul Dairy which shall afford an opportunity to the Contractor to be heard and to offer an evidence in support of his appeal. The Amul Dairy shall give a decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal.

67.4 If the Contractor is dissatisfied with this decision, the Contractor within a period of thirty days from the receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive.

68.0 Arbitration

68.1 All disputes or differences whatsoever which shall at any time arise between the parties hereto on the construction of this agreement or any clause herein contained or any matter in any way connected therewith or the rights, duties, obligations of the parties hereto shall within 3 months of the written notice of such difference (s) being given by one party to the other be finally referred to the adjudication of the Sole Arbitrator to be appointed by the Amul Dairy. The Amul Dairy shall then finalize a panel of three arbitrators and the intimation shall be sent to the Contractor to enable the Contractor to
choose and confirm his acceptance to the appointment of one arbitrator from the panel. If the Contractor fails to communicate his selection of the name, within the stipulated period, the Amul Dairy shall select one arbitrator from the list and appoint him as the sole arbitrator. If the Amul Dairy fails to send such a list within thirty days, as stipulated, the Contractor shall send a similar list to the Amul Dairy within fifteen days. The Amul Dairy shall then select one arbitrator from the list and appoint him as the sole arbitrator within fifteen days. If the Amul Dairy fails to do so the Contractor shall communicate to the Amul Dairy the name of one officer from the panel who shall then be the Sole Arbitrator. The appointment of the Sole Arbitrator so made shall be final and conclusive.

68.2 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

68.3 The Arbitrator shall be deemed to have entered in the reference on the date he issues notices to both the parties fixing the date of the first hearing.

68.4 The Arbitrator from time to time, with the consent of the parties enlarges the time for making and publishing the award.

68.5 The venue of the Arbitration shall be Anand only and jurisdiction for any matter/dispute arising out of or concerning or connected with such Arbitration shall be of Anand court only as the case may be.

68.6 The fees, if any, of the Arbitration shall, if required to be paid before the award is made and published, be paid at half be each of the parties. The costs of the reference and the award including the fees, if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid any may fix and settle the amount of costs to be so paid.

68.7 The award of the Arbitrator shall be final and binding on both the parties.

68.8 The Arbitration proceedings shall be governed by the Indian Arbitration act, 1940 and the rules there under or any statutory modification thereof for the time being in force. Performance under the contract, shall, if reasonably possible, continue during the Arbitration proceedings and the payments due to the contractor by the Amul Dairy shall not be withheld, unless they are the subjects of the Arbitration proceedings.

69.0 Notices

69.1 All Certificates, notices or written orders to be given by the Amul Dairy or by the Engineer to the Contractor under the terms of the Contract shall be served by sending by post to or delivering the same to the Contractor’s principal place of business, or such other address as the Contractor shall nominate for this purpose.
UP-GRADATION OF EFFLUENT TREATMENT PLANT (25 KLPD TO 250 KLPD) WITH CIVIL WORK AT FOOD COMPLEX, MOGAR

69.2 All notices to be given to the Amul Dairy or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective addresses nominated for that purpose.

69.3 Either party may change a nominated address to another address in the country where the works are being executed by prior written notice to the other party and the Engineer may do so by prior written notice to both parties.

70.0 **Default of Amul Dairy**

70.1 In the event of the Amul Dairy:-

a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 60 days after the same shall have become due under the terms of the Contract, subject to any deduction that the Amul Dairy is entitled to make under the Contract, or

b) Interfering with or obstruction or refusing any required approval to the issue of any such certificate, or

c) giving to the Contractor a formal notice that for any unforeseen reasons, it is impossible Amul Dairy to meet its Contractual obligations

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

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

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

71.0 **Changes in Cost and Legislation**

71.1 No price adjustment if the Contract period is less than and upto 12 months. Pursuant to clause 11.4 of Section I Instructions to Bidders the Contract price shall be subject to the adjustment in the manner specified hereunder:

71.2 The formula for price adjustment application on the value of work done during the month under consideration shall be as defined below:
The price adjustment for the increase or decrease in Labour costs shall be paid in accordance with the following formula:-

\[ VL = 0.85 \times \frac{PL}{100} \times \frac{W (Li - Lo)}{Lo} \]

Where,

\[ VL = \text{Increase or Decrease payable.} \]
\[ PL = \text{Labour component as specified in clause 71.5} \]
\[ Lo = \text{All India average Consumer Price Index number for Industrial workers issued by Labour Bureau, Ministry of Labour, Govt. of India for the month in which the bid was submitted.} \]
\[ Li = \text{The corresponding All India average index numbers for the month (s) under consideration.} \]

71.3 The price adjustment for the increase or decrease in the cost of materials shall be made in accordance with the following formula:

\[ VM = 0.85 \times \frac{PM}{100} \times \frac{W (Mi - Mo)}{Mo} \]

Where,

\[ VM = \text{increase or decrease payable.} \]
\[ PM = \text{material component as specified in clause 71.5} \]
\[ Mo = \text{All India average Wholesale price Index number issued by the Office of the Economic Adviser, Ministry of Industry, Govt. of India for all commodities, except fuel, lubricants and electricity, for the month in which the bid was submitted.} \]
\[ Mi = \text{the corresponding All India average Wholesale Price index number for the month (s) under consideration.} \]

71.4 Price adjustment for the increase of decrease in the cost of fuel, lubricants and electricity shall be paid in accordance with the following formula:-

\[ VF = 0.85 \times \frac{PF}{100} \times \frac{W (Fi - Fo)}{FO} \]

Where,
VF = Increase or Decrease payable.

PF = Fuel, lubricants and electricity components as specified in the clause 71.5

FO = Average retail price of diesel at the consumers retail outlet in that particular State Capital where the project is being executed for the month in which the bid was submitted.

Fi = Corresponding average retail price for the month (s) under consideration.

71.5 Price adjustment components expressed as percentage of total value of work done, for the purpose of clause 71 hereof, shall be as under:

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71.6 The base cost indices or prices shall be ruling on the month of the submission of bids. Current indices or prices shall be those ruling on the month for which a particular interim payment certificate is related. If at any time the current officially published indices are not available provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

71.7 The price adjustment factor shall be evaluated for the relevant month of each Interim payment certificate submitted by the Contractor using the weightages prescribed in the formula stated in clause 71.2, 71.3 & 71.4 hereof and the related current and base cost indices.

71.8 The adjustable amount of each bill shall be the difference between (i) the amount which, in the opinion of the Engineer, shall be due to the Contractor pursuant to clause 60.1 (before deduction the retention) including the amount at the base rates and prices at the scheduled work carried out but excluding the value of materials on site, and (ii) the amount as calculated in (i) above and include in the last preceding bill issued by the Engineer. The adjustable amount shall exclude payments to nominated sub- Contractor, any other amount based on the actual cost or current price indices and extra items of works.

71.9 If the Contractor shall fail to complete the work within the time for completion prescribed under clause 43 adjustment of prices thereafter until the actual date of
completion of the works shall not be made, unless and extension of time is granted pursuant to clause 44 with the clause 71 hereof.

72.0 Taxation

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

72.2 The Contractor’s staff, personnel and labour will be liable to pay personnel income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor thereof as may be imposed on him by such laws and regulations.

73.0 Bribery and collusion

73.1 The Amul Dairy shall be entitled to terminate the contract and recover from the contractor the amount of any loss resulting from such termination if the contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do any action in relation to obtaining, or in the execution of contract or any other contract with the Amul Dairy, or if any of the like acts shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor), or if the contractor shall have come in to any agreement with another contractor(s) whereby an agreed quotation or estimate shall be offered as a bid to the Amul Dairy by one or more contractors.

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

proceed as provided in sub clause 65.7 hereof, and be paid by the Amul Dairy as provided in sub clause 65.8 hereof, provided that any loss referred herein shall first be deducted.

74.0 Termination of contract for Amul Dairy’S convenience

74.1 The Amul Dairy shall be entitled to terminate this contract at any time for its own convenience after giving 60 days prior notice to the contractor, with a copy to the Engineer.

74.2 In the event of such termination the contractor: shall proceed as provided in sub clause 65.7 hereof, and shall be paid by the Amul Dairy as provided in sub clause 65.8 hereof.
## SECTION III

### SPECIAL CONDITIONS OF CONTRACT

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SECTION III

SPECIAL CONDITIONS OF CONTRACT

1.0 The following special conditions of contract shall supplement the General conditions of contract, given in section II, wherever there is a conflict the provision herein shall prevail over those in the General conditions of contract.

2.0 Taxes

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

3.0 Time of Completion

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

4.0 Engineer’s office Accommodation

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

5.0 In case the power supply is provided by the Owner/Amul Dairy, it shall be on the following conditions:-

1. The supply shall be made at one point in the site at the direction of the Engineer. The contractor shall make his own arrangement to carry and distribute the power wherever it is required within the site as per IEA rules.

2. An Energy Meter shall be installed at the site by the contractor for recording the power consumed by the contractor and the same shall be recovered at the prevailing rate of supply of electricity by the local Electricity Board or other local authorities as the case may be.
3. If at any time during the period of contract the Energy meter is found to be faulty the electricity charges shall be recovered from the interim bills of the contractor @ 0.5% of the value of work done during that particular period.

4. The temporary supply lines shall be removed and the site shall be cleared by the contractor after the completion of the work at his own cost.

6.0 Materials to be issued by the Owner/Amul Dairy

6.1 If the specification of the work provides for the use of any material of special description to be supplied from the Owner/Amul Dairy’s stores or is required that the contractor shall use certain stores to be provided by the Engineer, such materials and stores, and price to be charged therefore, as hereinafter mentioned being as practicable for the convenience of the contractor, but not so as in any way to control the meaning or the effect of the contract, the contractor shall bound to purchase and shall be supplied with such materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sum due from the contractor for the value of materials supplied by the Amul Dairy/Owner plus 5% of its value towards wastage shall be recovered from the interim bill on the basis of the actual consumption of the materials in the works covered and for which the interim bill has been prepared. After the completion of the works, the contractor shall account for full quantity of the material supplied to him as per relevant clauses herein.

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

6.3 Conditions for issue of materials.

Materials specified as to be issued by the Owner/Amul Dairy will be supplied to the contractor by the Owner/Amul Dairy from his stores as given in the ‘Schedule of Material to be supplied by the Owner/Amul Dairy’ section VI of this bidding document. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of works at his
own cost. The material shall be issued between the working hours and as per the rules of the Owner/Amul Dairy as framed from time to time.

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

Materials as specified to be issued by the Owner/Amul Dairy shall be issued in standard sizes and quantities obtained from the manufacturers.

The contractor shall construct suitable godown at the site of works for storing the materials safely against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

It shall be the duty of the contractor to inspect material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner/Amul Dairy, it shall be the responsibility of the contractor to keep them in good condition and if the materials are lost or damaged, at any time the value thereof shall be recovered from the contractor pursuant to clause 7.4 hereof and clause 5.0 of section VI.

The Owner/Amul Dairy shall not be liable for delay in supply or non-supply of any material which the Owner/Amul Dairy has undertaken to supply, where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner/Amul Dairy. In no case, the contractor shall be entitled to claim any compensation or loss by him on this account.

It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those supplied by the Owner/Amul Dairy. If, however, in the opinion of the Engineer the execution of the works is likely to be delayed due to the contractor’s inability to make arrangements for supply of such materials which normally he has to arrange for the Engineer shall have the right at his own discretion to issue such material if available with the Owner/Amul Dairy or procure such materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer.

This, however, shall not absolve the contractor from the responsibility of making arrangement for the supply of such materials in part or full, should such situation occur nor shall this constitute as reason for delay in the work.

Unless specifically approved by the Engineer, none of the materials supplied to the contractor shall be utilized by the contractor for manufacturing the item which can be obtained as supplied from standard manufacturer in finished form.
The contractor shall, if desired by the Engineer, be required to execute an indemnity bond in the prescribed form, for safe custody and accounting all materials issued by the Owner/Amul Dairy.

The contractor shall furnish to the Engineer sufficiently in advance the statement showing his requirement of the quantities of the materials to be supplied by the Owner/Amul Dairy and the time when the same will be required by him for the works, so as to enable the Engineer to make necessary arrangement for procurement and supply of the material.

A day account of the materials issued by the owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer along with all connected paper viz. requisition, issues etc. and shall be always available for in the contractor’s office at site.

The contractor should see that only the required quantities of the materials are issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the store wherefrom they were issued or to the place as directed by the engineer.

Materials/equipment supplied by the Owner/Amul Dairy shall not be utilized for any other purpose other than issued for.

Upon the completion of the works and the receipt of unutilized materials issued to the contractor by the Owner/Amul Dairy pursuant to clause 7.3 herein. The contractor shall submit the reconciliation statement of materials received, utilized in the works and wastage thereon. The wastage of materials so determined shall be accounted for pursuant to clause 5.0 of section VI, and the value thereof shall be recovered from the contractor.

Notwithstanding anything contained to the contrary in any or all clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Owner/Amul Dairy either by issue from Owner stock or purchase made under orders, or permits or licenses issued by the Govt., the contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Owner/Amul Dairy and return, if required by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer shall determine having due regard to the condition of the materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any, shall be decided by the Engineer. In the event of the breach of the aforesaid condition, the contractor shall, in terms of the licenses or
permits and/or for criminal breach of trust, be liable to compensate the Owner/Amul Dairy at double the item rate or at double the prevailing market rate if the material was issued free of charge or any higher rate in the event of those materials at that time having higher rate or not being available in the market, than any other rate to be determined by the Engineer.
SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

1.0 The following special conditions of contract shall supplement the General conditions of contract, given in section II, wherever there is a conflict the provision herein shall prevail over those in the General conditions of contract.

2.0 Taxes

2.1 The rates shall include all taxes. The bidder shall include in his rates all types of taxes including VAT, works tax as per the law of the central & the Government or the state, where the contract is to be performed. No claim on account of any type of tax shall be admissible. Service tax shall be paid extra as actual.

3.0 Time of Completion

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

4.0 Engineer’s office Accommodation

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

5.0 Water for Construction and Other Use

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

5.2 The water used by the contractor shall be fit for drinking as well as construction purposes to the satisfaction of the engineer/Amul Dairy.

5.3 The contractor may be allowed to construct temporary tube wells / wells in the Project site for getting water after he has got written consent of the Amul Dairy /Engineer. The contractor shall be required to provide necessary arrangement. Roads and service lines adjacent to the tube wells/wells sunk. The contractor shall dismantle the tube well/well on completion of work and restore the ground to its original condition at his own cost.

5.4 In case the Amul Dairy supplies water, it shall be on the following conditions:
1. The water shall be provided at one point in the site at the discretion of the Engineer. The contractor shall make his own arrangement for water connection and distribution pipe lines in the construction area.

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

3. In the case Water is supplied by Amul Dairy, the charges for the same will be @ 0.5% of total value of work done during that particular period and will be deducted from Interim Bill from time to time.

6.0 **Power (Electricity) Supply**

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

6.2 In case the power supply is provided by the Amul Dairy, it shall be on the following conditions:

1. The supply shall be made at one point in the site at the direction of the Engineer. The contractor shall make his own arrangement to carry and distribute the power wherever it is required within the site as per IEA rules.

2. An Energy Meter shall be installed at the site by the contractor for recording the power consumed by the contractor and the same shall be recovered at the prevailing rate of supply of electricity by the local Electricity Board or other local authorities as the case may be.

3. If at any time during the period of contract the Energy meter is found to be faulty, the electricity charges shall be recovered from the interim bills of the contractor @ 0.5% of the value of work done during that particular period.

4. The temporary supply lines shall be removed and the site shall be cleared by the contractor after the completion of the work at his own cost.

7.0 **Materials to be issued by the Amul Dairy**

7.1 If the specification of the work provides for the use of any material of special description to be supplied from the Amul Dairy’s stores or is required that the contractor shall use certain stores to be provided by the Engineer, such materials and stores, and price to be
charged therefore, as hereinafter mentioned being as practicable for the convenience of the contractor, but not so as in any way to control the meaning or the effect of the contract, the contractor shall bound to purchase and shall be supplied with such materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sum due from the contractor for the value of materials supplied by the Amul Dairy plus 5% of its value towards wastage shall be recovered from the interim bill on the basis of the actual consumption of the materials in the works covered and for which the interim bill has been prepared. After the completion of the works, the contractor shall account for full quantity of the material supplied to him as per relevant clauses herein.

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

7.3 Conditions for issue of materials.

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

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

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

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

v) It shall be the duty of the contractor to inspect material supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Amul Dairy, it shall be the responsibility of
the contractor to keep them in good condition and if the materials are lost or damaged, at any time the value thereof shall be recovered from the contractor pursuant to clause 7.4 hereof and clause 5.0 of section VI.

vi) The Amul Dairy shall not be liable for delay in supply or non-supply of any material which the Amul Dairy has undertaken to supply, where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Amul Dairy. In no case, the contractor shall be entitled to claim any compensation or loss by him on this account.

vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those supplied by the Amul Dairy. If, however, in the opinion of the Engineer the execution of the works is likely to be delayed due to the contractor’s inability to make arrangements for supply of such materials which normally he has to arrange for the Engineer shall have the right at his own discretion to issue such material if available with the Amul Dairy or procure such materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer.

This, however, shall not absolve the contractor from the responsibility of making arrangement for the supply of such materials in part or full, should such situation occur nor shall this constitute as reason for delay in the work.

viii) Unless specifically approved by the Engineer, none of the materials supplied to the contractor shall be utilized by the contractor for manufacturing the item, which can be obtained as supplied from standard manufacturer in finished form.

ix) The contractor shall, if desired by the Engineer, be required to execute an indemnity bond in the prescribed form, for safe custody and accounting all materials issued by the Amul Dairy.

x) The contractor shall furnish to the Engineer sufficiently in advance the statement showing his requirement of the quantities of the materials to be supplied by the Amul Dairy and the time when the same will be required by him for the works, so as to enable the Engineer to make necessary arrangement for procurement and supply of the material.

xi) A day account of the materials issued by the Amul Dairy shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer along with all connected paper viz. requisition, issues etc. and shall be always available for in the contractor’s office at site.

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

xiii) Materials/equipment supplied by the Amul Dairy shall not be utilized for any other purpose other than issued for.

xiv) Upon the completion of the works and the receipt of unutilized materials issued to the contractor by the Amul Dairy pursuant to clause 7.3 herein. The contractor shall submit the reconciliation statement of materials received, utilized in the works and wastage thereon. The wastage of materials so determined shall be accounted for pursuant to clause 5.0 of section VI, and the value thereof shall be recovered from the contractor.

7.4 Notwithstanding anything contained to the contrary in any or all clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Amul Dairy either by issue from Amul Dairy stock or purchase made under orders, or permits or licenses issued by the Govt., the contractor shall hold the said materials as trustee for the Amul Dairy and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Amul Dairy and return, if required by the Engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer shall determine having due regard to the condition of the materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any, shall be decided by the Engineer. In the event of the breach of the aforesaid condition, the contractor shall, in terms of the licenses or permits and/or for criminal breach of trust, be liable to compensate the Amul Dairy at double the item rate or at double the prevailing market rate if the material was issued free of charge or any higher rate in the event of those materials at that time having higher rate or not being available in the market, than any other rate to be determined by the Engineer.

8.0 BASIC RATES:

8.1 The following materials would be procured by the contractor cost for which the Amul Dairy intends to negotiate prices and finalize the vendors. The order and payments for procurement of these materials shall be effected by the contractor the contractor to quote his item rates considering the basic rates mentioned along with the following items.
Table 1

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Unit</th>
<th>Basic Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>Per 50 kg Bag</td>
<td>₹. 250/-</td>
</tr>
<tr>
<td>TMT Reinforcement</td>
<td>Per Ton</td>
<td>₹. 40,000/-</td>
</tr>
<tr>
<td>Structural Steel</td>
<td>Per Ton</td>
<td>₹. 45,000/-</td>
</tr>
</tbody>
</table>

8.2 In case of any variation (plus or minus) between the rates mentioned in the ‘Table 1’ “Basic Rates” and the rates announced by the Amul Dairy from time to time, the contractor shall be entitled or liable for reimbursement or to pay as the case may for such variation at actual difference. For CEMENT and STEEL such variation shall reimbursed to/recovered from the contractor at difference (between the rates mentioned in the Table 1 and the rate announced by the Amul Dairy) plus WCT & service Tax as applicable. For ALL OTHER MATERIALS mentioned in Table 1 such variations shall be reimbursed to/recovered from the contractor at actual difference (between the difference towards wastage handling transpiration storage plant & tool, water & electricity and any incidental costs, Contractor’s overheads & profit plus the WCT & service tax as applicable. Nothing extra, over and above this shall be reimbursed to or recovered from the Contractor.

8.3 Payment to the contractor shall be made on actual quantity used/installed in the works. All the wastages shall be to the contractor’s account and contractor shall be responsible to submit the reconciliation statement for materials.

8.4 On receipt of the detailed requisition from the contractor, the Amul Dairy would the reasonable time negotiate and fixed rates with the supplier for a period of time and intimate the vendor rates, time period and terms & conditions to the Contractor from time to time for procurement.

8.5 The rates would be for delivery of the material for site including loading at supplied works and transportation to site. Unloading handling stocking safety & security at site would be to the contractor’s account.

8.6 All materials other than those listed in Table 1 “Basic Rates” shall also be obtained by the Contractor at his own cost. No variation/escalation shall be payable to the contractor on these materials on any account.

All the material shall only be deemed as under contractor’s custody and shall remain the property of the Amul Dairy at all times. Contractor shall not remove any material from site.
8.8 In case the contractor fails/ refuses to procure and provide any material, the Amul Dairy in the interest of the work may resort to procure and provide such materials at the risk and cost of the contractor. Under such circumstances a penal recovery @ 15% of respective item rates shall be imposed on the contractor and recovered from his bills/ any outstanding payments.

8.9 The material shall be fully accounted for by the contractor. In accounting for materials, allowances as indicated in the Table 1 against each item, will be made to cover all wastages and losses that may have been incurred in the process of handling, storing, cutting, fabrication, fixing and installing. The contractor shall submit statement of account and reconciliation of material lying in contractor’s stores along with each Running account bill and consolidated statement of reconciliation along with final bill.

8.10 The contractor shall at all times when requested, satisfy the Amul Dairy by the production records or books or submissions of returns that the materials are being used for the purpose for which they are procured and the contractor shall at all times keep the records updated to enable the Amul Dairy to apply such checks as he may desire to impose. The contractor shall, at all times, permit the Amul Dairy to inspect his godown. The contractor shall not without prior written permission of the Amul Dairy utilize or dispose of the materials for any purpose other than intended in the contract.

8.11 The Amul Dairy will not be responsible for any delay in the supply of material.

8.12 **Special Notes for Basic Rates:**

The Amul Dairy shall make a theoretical assessment of the materials (Reinforcement steel & cement) consumed in the works. The difference in the quantity (plus or minus) between material actually consumed (material Procured – Balance at site) by the Contractor and the theoretical consumption, if not within permissible limit of wastage shall be recovered from the contractor at the average procurement rates multiplied by a factor of 1.5 (one point five) (penalty Recovery).

The contractor shall at his cost make his own arrangements for handling, storage and within the site transportation to the point of work of all materials as required and instructed by the Amul Dairy. No charge shall be paid to the contractor on this account.

Contractor shall give to the Amul Dairy the detailed material requirement for procurement, however the Amul Dairy shall make his own judgment and negotiate for quantities of materials that may be more/ less than the contractor’s requisition incase quantities are more than the requisitioned quantities the contractor shall at his own make necessary arrangement for purchase & safe storage at site for same till the time material get consumed in the works.
CEMENT:

An allowance of 2 (two) percent will be considered to cover wastage and loss, for reconciliation of cement.

The handling and storage facility for cement shall be so arranged that no cement shall be kept in storage for more than 90 (ninety) days from the date of receipt of cement from the factory. If any cement is kept for more than 90 (ninety) days in the contractor’s storage it shall be tested at the contractor’s cost in an approved laboratory and until the result of such tests are found satisfactory shall not be used in any work. If it is found defective in any way it shall not be used.

Cement in bags shall be negotiated by the Amul Dairy without weighing and as received from suppliers it is expected that the contractor will be conversant with the normal range of weight of cement bags that are received from authorized manufacturers. From his experience the contractor shall take into account the short-falls while quoting the rates in the bill of quantities because the Amul Dairy will insist upon the weighing of cement for weigh-batched concrete nothing extra shall be paid on this account.

Empty cement bags shall be contractor’s property.

REINFORCEMENT STEEL

The Amul Dairy shall issue the Contractor the procurement indents and the contractor shall be responsible to receive and take under his custody the material at the vendor’s stock yard/designated source for safe transportation to site in this regard the cost of any supervisory/security manpower will be born by the contractor, the cost of transportation, loading and unloading, transit insurance, octroi or any other transit taxes will be born by Amul Dairy.

Reinforcing bars shall be in random sizes and lengths bent or in coils as available to the Amul Dairy and the cost of all handling, cutting, uncoiling, straightening fabrication and placing in position at all heights and levels shall be borne by the contractor.

Reinforcing bars will only be procured by actual weight by weighing the vehicle at Weigh Bridge (Dharam kanta) which may be verified by the contractor at the stock yard at the time of taking delivery.

Measurement for payment shall be based on lengths and standard weight dia wise as per IS code. Rolling margins will not be considered for the purposes of payment to the contractor for fabrication and/or installation.

For the purpose of reconciliation, rolling margins will be considered, which the contractor shall established jointly with the Amul Dairy during the course of the works. The actual unit weight of the reinforcement bars shall be established by taking 5 random samples of 1 meter length for each batch.

Contractor shall prepare the bar bending schedule bases on the structure drawings and get the same approved from the Amul Dairy prior to cutting and laying the reinforcement bars for purpose of payment the measurements shall be recorded as per the approved bar bending schedule.

Chairs, separators and spacers shall be measured for payment & reconciliation.

Only the authorized laps in reinforcement steel shall be measured and considered for payment.
Should it become necessary to substitute reinforcing bars where the diameters or sections shown on drawing are not available from the steel suppliers any substitutions shall be determined and listed by the contractor who shall obtain the Amul Dairy ‘s approval in writing to any such substitution prior to their being incorporated into the works. All reinforcement steel; scrap shall be the property of the contractor An allowance of plus / minus 3 (three) percent will be made to cover wastage any loss during reconciliation of reinforcing bars. However all scrap shall be properly accounted for and no scrap or cut pieces shall be removed from the site or otherwise disposed off without the prior inspection and permission in writing of the Amul Dairy. All off cuts, cut pieces and scrap are deemed to be included within the above limit of wastage allowance. If reinforcement lengths not being commensurate with the required lengths, the contractor must, prior to the commencement of work provide the cutting schedule and splicing details for Amul Dairy approval.
SECTION IV

FORM OF BID

The Appendix forms part of the bid. Bidders are required to fill up all the blank spaces in this form of bid and Appendix.

Name of contract

Name and address of Owner : Kaira District Co-Operative Milk Producer’s Union Limited.
C/o Amul Dairy, Amul Dairy Road,
Anand – 388 001
Gujrat state

Description of Works : Applicable

Dear Sir,

1.0 Having examined the Drawings, conditions of contract, specifications and schedule of quantities for the execution of above mentioned works, we the undersigned offer to execute, complete and maintain the whole of the said works in conformity with the said Drawings, Conditions of Contract, Specifications and Schedule of quantities for the sum of Rs. * _______________________________ or such other sum as may be ascertained in accordance with said conditions.

2.0 We undertake, if our bid is accepted to commence the works within 30 days of receipt of the Letter of Acceptance, and to complete and deliver the whole of the above said works comprised in the contract within **_____ days calculated from the last day of the aforementioned period in which the works are to be commenced.

3.0 If our bid is accepted we will furnish a security in the form of a bank guarantee (to be approved by you) to be jointly and severally bound with us in amount of 5% of the above named sum in accordance with the conditions of contract.

4.0 We agree to abide by this bid for the period of 90 days from the date of bid opening prescribed in clause 22 of the Instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5.0 Unless and until an agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6.0 We understand that you are not bound to accept the lowest or any Bid you may receive.

*The total Bid Price is to be inserted in writing and figures by the Bidder. The currency of Bid should be in accordance with clause 12 of the “Instructions to Bidders”.

**To be inserted by the Bidder. The numbers should conform to the timing specified by the Amul Dairy in the bidding documents.
## APPENDIX TO THE FORM OF BID

<table>
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<th>Condition of Contract Clause no.</th>
<th>Amount of Performance Security</th>
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<td>5% of contract Value.</td>
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<td>a) Bank Draft</td>
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<td>b) Bank Guarantee</td>
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<td>Minimum Amount of Third Party Insurance</td>
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<td>Time with in which the payment Would be made after the certificate</td>
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<td>Time with in which the payment Would be made after the certificate</td>
<td>15 days</td>
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<tr>
<td>Dated this ___ day of _____ 200___.</td>
<td></td>
</tr>
<tr>
<td>Signature ____________________in the capacity of __________ duly authorized to sign the bid for and on behalf of _______________________________________ (in capital letters).</td>
<td></td>
</tr>
</tbody>
</table>

**To be inserted by the Bidder. The number should conform to the timing specified by the Amul Dairy in the bidding documents.**

Name of Witness
Address
Signature
Section
SECTION: V
SCHEDULES OF SUPPLEMENTARY INFORMATION

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

a) Schedule I Key Personnel.
b) Schedule II Nominated Sub-contractors.
c) Schedule III Major works successfully completed during the last five years.
d) Schedule IV Statement of Bonus earned/Liquidity damages paid in the last five years.
e) Schedule V Statement of Arbitration & Disputes in the last five years.
f) Schedule VI Financial Business Capability.
g) Schedule VII Works in Hand
### SECTION V : SCHEDULE – I

#### KEY PERSONNEL

<table>
<thead>
<tr>
<th>No. of persons</th>
<th>Employed with the bidder</th>
<th>To be Deployed for the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Technical Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Senior Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Site Engineer (Degree holder)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Junior Engineer (Degree holder)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Supervisory Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Supervisor (Diploma Holders)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Foremen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Mechanical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Other Key Staff</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION V: SCHEDULE II

Nominated sub contractors

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Approx. Value Rs.</th>
<th>Name of the sub contr.</th>
<th>place where similar Works previously executed.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SECTION V: SCHEDULE III

Major works successfully completed during the past five years:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Place</th>
<th>Contract Reference</th>
<th>Name of Client</th>
<th>Value of Work</th>
<th>Time of Completion</th>
<th>Date of Completion</th>
</tr>
</thead>
</table>

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SECTION V: SCHEDULE IV

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Place</th>
<th>Contract reference</th>
<th>Name of owner</th>
<th>Value of work</th>
<th>Time of Completion Contract</th>
<th>Actual</th>
<th>Bonus /L.D.</th>
</tr>
</thead>
</table>


SECTION V: SCHEDULE V

Statement of Arbitration & Disputes in the last five years.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Place</th>
<th>Contract reference</th>
<th>Name of Client</th>
<th>Value of work</th>
<th>Nature of Dispute</th>
<th>Award Of Arbitration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Financial and Business Capability.

1. Audited annual accounts/Accounts
   Audited under section 44AB of Income Tax Act of past 3 yeas :

2. Where accounts are not required to be audited following information shall be given for last three years duly attested by a Charted Accountant/Manager of a nationalized bank :
   a. Share Capital :
   b. Free reserves :
   c. Other reserves :
   d. Term loans from financial institutions and Banks :
   e. Current Liabilities :
      a. Bank cash credits :
      b. Others (Including sundry creditors) :
   f. Provisions :
   g. Contingent Liabilities including claims not acknowledged :

f. Fixed Assets :
   a. Gross :
   b. Net :
g. Cash and Bank balances : 

h. Inventories : 

i. Debtors & Advances considered good 
   more than 6 months : 
   less than six months : 

j. Profit before tax : 

k. Loss, if any : 

3. Other information 
   Name of the Bankers : 
   Bank facilities including credit limits : 

4. Projected turnover for the next two years 
   Year 1 : 
   Year 2 : 

## Section V: SCHEDULE VII

### WORKS IN HAND

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of work</th>
<th>Contract reference</th>
<th>Name of Client</th>
<th>Place of Contract</th>
<th>Value of Contract</th>
<th>Time of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION VI:

FORM OF AGREEMENT FOR APPLICABLE NAME OF ITEM

On Non judicial stamp paper of Rs. 100/-

THIS AGREEMENT is made and executed on the day of _________ 20 _____ between the Kaira District Co-operative Milk Producer’s Union Limited, Co/ Amul Dairy, Anand, a body registered under the Co-operative Societies Act, 1961 and having its registered office at Amul Dairy, Amul Dairy Road, Anand (here in after referred to as Amul Dairy which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the Amul Dairy) of ONE PART and _____________________________________________________________________________ (herein after referred to as the contractor, which expression, shall, unless repugnant to the context or meaning thereof, include of heirs, successors, assignees, executors and administrators of the Contractor) of the OTHER PART.

WHEREAS THE Amul Dairy is desirous that certain works should be executed, viz _____________________________________________________________________________ And has, by Letter of Acceptance dated ________________, accepted a bid by the contractor for the execution, completion and maintenance of such works, NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2.0 The following documents shall be deemed to form and be read and construed as a part of this agreement, viz.
   i) this Form of Agreement
   ii) the Letter of Acceptance
   iii) the said bid and Appendix
   iv) the Technical Specifications
   v) the schedule of quantities
   vi) the Drawings
   vii) the schedule of supplementary information
   viii) special conditions of contract
   ix) general conditions of contract
   x) schedule of Materials to be issued by Owner / Amul Dairy
   xi) From of Bank Guarantees

*The Contractor shall not fill up this from.
3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies take precedence in the order set out above.

4.0 In the consideration of the payment to be made by the Amul Dairy to the Contractor as hereinafter mentioned, the Contractor hereby convenience with the Amul Dairy to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.

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

In witness whereof the parties here to have caused their respective Common Seals to be here to affixed the day, month and year first above written.
Signed, sealed & delivered for and on behalf of the within named Amul Dairy by the hands of its Authorised signatory.

Managing Director
Amul Dairy, Anand

In the presence of:
WITNESS:
1. Signature
   Name
   Address

2. Signature
   Name
   Address

Signed, sealed and delivered for and on behalf of the within named Contractor, the other part.
In the presence of:

WITNESS
1. Signature
   Name
   Address

2. Signature
   Name
   Address
## SECTION VII

### ACCEPTABLE FORMS OF BANK GUARANTEES

#### Table of contents

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0.1</td>
<td>Performance Security</td>
</tr>
<tr>
<td>2.0</td>
<td>Bid Security</td>
</tr>
<tr>
<td>3.0</td>
<td>Retention money</td>
</tr>
</tbody>
</table>
1.0 Performa of Bank Guarantee for performance security

Bank Guarantee no. Date:

This deed of guarantee made this ________ day of 20__ (Two thousand ________) by (Name and the address of the Bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal Engineer in-Charges, successors and assigns and the Kaira District Co-operative Milk Producers’ Union Limited, Co/ Amul Dairy, Anand, a body Registered under the Co-operative Societies Act. 1961 and having its registered office at Amul Dairy, Amul Dairy Road, Anand (here in after referred to as Amul Dairy) which expression shall, unless repugnant to the context or meaning thereof, include its legal Engineer in-Charge, successors or assigns.

Whereas the Amul Dairy, Anand / its clients has awarded a contract bearing no. ____________________________ on M/s ____________________________________________ (name and the address of the party), hereinafter referred to as the contractor, for the execution, completion and the maintenance of ____________________________________________.

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

In consideration of the Amul Dairy having agreed to award the contract on the contractor, we ____________________________ (the bank), do hereby guarantee, undertake, promise and agree with the Amul Dairy, its legal Engineer in-Charges, successors and assigns that the within named (the name of the contractor) their legal Engineer in-Charges and assignees will faithfully perform and fulfil everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the Amul Dairy a sum of Rs.________________________ (Rupees________________________ only) being 5% of the contract value, in case the contractor, their legal Engineer in-Charge and assignees do not faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations thereunder.

In case, the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the Amul Dairy is entitled to demand an amount equivalent to 2.5% of the Contract value from the Contractor and the demand made by the Amul Dairy itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfil his obligations under the...
UP-GRADATION OF EFFLUENT TREATMENT PLANT (25 KLPD TO 250 KLPD) WITH CIVIL WORK
AT FOOD COMPLEX, MOGAR

Contract and neither the Contractor nor the Bank shall be entitled to performance or fulfilment on any ground whatsoever.

We, (the name of the Bank), do hereby undertake to pay an amount equivalent 2.5% of the Contract value, being the amount due and payable under this guarantee, without any demur, merely on a demand from the Amul Dairy stating that the amount claimed is due by way of non-performance of the Contractual obligations as aforesaid to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._______________ (Rupees_________________________ only) being the amount equal to 2.5% of the Contract value.

We, the bank, further agree that the performance security herein contained shall remain in full force and effect for a period of ______________ calendar months from the date of the bank guarantee (the period shall be till the end of Period of Maintenance) whichever is later or till the Amul Dairy certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the Amul Dairy on or before ______________ we shall be discharged from all liabilities under this performance security hereafter.

We, the bank, further agree with the Amul Dairy that the Amul Dairy shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to very any of the terms and the conditions of the bidding document and the Contract or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the Amul Dairy against the Contractor and to forbear or enforce any of the terms contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance, act or omission on the parts of the Amul Dairy to the said contractor by any such matter or thing whatsoever which under the law relating to sureties matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Amul Dairy may have or hereafter possess in respect of the works executed or intended to be executed and the Amul Dairy shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the Amul Dairy may be entitled to receive or have a claim upon and the Amul Dairy at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the Amul Dairy serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post at the address of the bank.
Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not fact has been delivered to the bank.

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

We, ____________________________ , lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Amul Dairy in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. ________________ (Rupees ________________). The guarantee shall remain in force until ______________ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date (the date of expiry) all rights of the Amul Dairy under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE

PLACE     SEAL

DATE

CODE NO.

NOTE: The Contractor should ensure that the seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
Performa of Bank Guarantee for Bid Security

On Non-Judicial Stamp Paper of Rs. 100/-

Bank Guarantee No. Date:

This deed of guarantee made this _______ day of ___ (Two thousand ___) by (Name and the address of the Bank), hereinafter referred to as the Bank, which shall unless repugnant to the context or the meaning thereof includes its legal Engineer in-Charges, successors and assigns and Kaira District Co-operative Milk Producer’s Union Limited, Co/ Amul Dairy, Anand, a body Registered under the Co-operative Societies Act. 1961 and having its registered office at Amul Dairy, Amul Dairy Road, Anand (here in after referred to as Amul Dairy) which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the Amul Dairy.

Whereas the Amul Dairy has invited bids for the electrification work of whey powder plant by the Invitation to bid no. __________________. AND WHEREAS M/s ____________________________________________________________ (Name and the Address of bidder) who having submitted their bid (hereinafter referred to as the Tender) and have agreed to deposit to the Amul Dairy an amount indicated in the Invitation to bid as per the terms and the bidding documents. AND WHEREAS the Amul Dairy is also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of bid security required to be deposited by the bidder to the Amul Dairy which guarantee shall be kept valid for 120 days after the day of the opening of the bids.

In consideration of the Amul Dairy having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of bid security and against this Bank guarantee, we (name and the address of the Bank) hereby under take and guarantee to make payment to the Amul Dairy the amount of bid security or any part thereof not deposited by the bidder to the Amul Dairy at any time (time being the essence of the Contract) when the Amul Dairy asks for the same as per the terms and the conditions of the bidding documents within 120 days from the date of opening of the bids. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Amul Dairy in writing and the guarantee shall be continuous and irrevocable guarantee upto a sum of Rs. ___________ (Rupees ___________ only) provided always that any indulgence or forbearance on the part of the Amul Dairy to the said bidder, with or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defence by the Bank against the Amul Dairy.

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

The Bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the Amul Dairy with or without the consent of the Bank or any alterations in the
obligations of the parties or by an indulgence, forbearance shown by the Amul Dairy to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Amul Dairy may have or hereafter possess against the bidder and the Amul Dairy shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the Amul Dairy at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Amul Dairy on Amul Dairy’s serving with a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatching thereof by to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

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

The guarantee shall remain in force until _____________ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the Amul Dairy under this guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to Rs. ____________ (Rupees____________________________________ only) being the amount of the Bid security and it shall remain in force until _____________________________________

SIGNATURE

PLACE     SEAL

DATE

CODE NO.

Note: Bidders should ensure that the seal and code no. of signatory is put by the Bankers, before submission of the Bank guarantees.
4.0 Performa of Bank Guarantee for Retention Money

Bank Guarantee no. Date:

This deed of guarantee made this _______ day of 20___ (Two thousand and __________ ) by (Name and the address of the Bank), hereinafter to as the Bank, which shall unless repugnant to the context or the meaning thereof includes its legal Engineer in-Charges, successors and assigns and the Kaira District Co-operative Milk Producer’s Union Limited, Co/ Amul Dairy, Anand, (here in after referred to as Amul Dairy) which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the Amul Dairy.

WHEREAS the Amul Dairy has placed it's Contract order bearing no. ________ Dated ______________ on (name and address of the party) hereinafter called the Contractor, for the electrification work of whey powder plant.

AND WHEREAS the Amul Dairy has agreed to pay to the Contractor the retention money i.e. 2.5% of the value of the Contract on submission of a Bank guarantee of equal amount, which will be kept valid upto

In consideration of the Amul Dairy having agreed to pay to the Contractor Rs. ___________ (Rupees ______________________ Only) being the retention money i.e. 7.5% of the value of the Contract, we (the Bank), hereby undertake and guarantee to make repayment to the Amul Dairy of the said 7.5% amount or any part thereof which does not become payable to the Contractor by the Amul Dairy in accordance with and subject to the terms and conditions of the said Contract. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Amul Dairy in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs.____________ (Rupees ___________________ only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Contractor and the Amul Dairy with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the Amul Dairy to the Contractor and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Amul Dairy. We do hereby undertake to pay an amount equal to 5% of the Contract value being the amount due and payable under this guarantee without any demur, merely on a demand from the Amul Dairy stating that the amount claimed is the Amul Dairy. In case the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the Amul Dairy is entitled to demand an amount equal to 5% of the Contract value from the Contractor and the demand made by the Amul Dairy by itself will be conclusive evidence and proof that the supplier has failed to perform or fulfil his obligations and neither the Contractor nor the Bank shall be entitled to any dispute regarding the reasons for the failure of performance or fulfilment on any ground.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Amul Dairy may have or hereinafter possess in respect of the works executed or
intended to be executed and the Amul Dairy shall be under no obligation to marshal in favour of the bank any securities or funds or assets that the Amul Dairy may be entitled to receive or have a claim upon and the Amul Dairy at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Amul Dairy on Amul Dairy’S serving with a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatching thereof by to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

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

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

Place Signature
Seal Code No.

Note: Bidders should ensure that the seal and code no. or signatory is put by the Bankers, before submission of the Bank guarantees.
Performa for Secured Advance

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

I/We shall make at my/our own cost all necessary and adequate arrangements for proper watch, safe custody and protection against all risks of the said materials and that until used in construction as per contract.

The said materials shall remain at the site of the said works in the contractors custody and on his own responsibility and shall at all times be open to inspection by the board or any Officer authorized by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated. I/We will forthwith replace the same with other materials of like quality or repair and make good, the same as required by the Board.

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

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debating the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the Board on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Board under these presents and pay over the surplus (if any) to the contractor.
(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said agreement.

Signature of Contractor

(SEAL)
Secured advance on materials Recommended

Site Engineer/Amul Dairy

CONTRACTOR
PART - II

TECHNICAL SPECIFICATIONS
1. **DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF 250 M3/DAY CAPACITY EFFLUENT TREATMENT PLANT**

1.0. **DESIGN BASIS**

Raw & Treated Wastewater Quality:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>Units</th>
<th>Raw Wastewater</th>
<th>Treated Wastewater</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>pH</td>
<td>–</td>
<td>6 – 7.5</td>
<td>6.6 – 8.5</td>
</tr>
<tr>
<td>2</td>
<td>Temperature</td>
<td>Deg C</td>
<td>25 – 35</td>
<td>25 – 30</td>
</tr>
<tr>
<td>3</td>
<td>Suspended Solids</td>
<td>mg/lit</td>
<td>500</td>
<td>&lt;100</td>
</tr>
<tr>
<td>4</td>
<td>Oil &amp; Grease</td>
<td>mg/lit</td>
<td>100</td>
<td>&lt; 10</td>
</tr>
<tr>
<td>5</td>
<td>Total Dissolved Solids</td>
<td>mg/lit</td>
<td>2100</td>
<td>&lt;2100</td>
</tr>
<tr>
<td>6</td>
<td>COD</td>
<td>mg/lit</td>
<td>5000</td>
<td>&lt;100</td>
</tr>
<tr>
<td>7</td>
<td>BOD</td>
<td>Mg/lt</td>
<td>2500</td>
<td>&lt;30</td>
</tr>
</tbody>
</table>

Raw Wastewater Quantity:

The total wastewater quantity shall be about 250 m³/day (2,50,000 Lits / Day)

2.0. **LIST OF TREATMENT UNITS & EQUIPMENTS**

Civil Units:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Size</th>
<th>Capacity</th>
<th>No.</th>
<th>MOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grit chamber</td>
<td>2.2 M x 2.2 M x 1 ML</td>
<td>5 KLD</td>
<td>1</td>
<td>RCC</td>
</tr>
<tr>
<td>2</td>
<td>Collection Tank</td>
<td>8 M x 3 M x 3</td>
<td>72KLD</td>
<td>1</td>
<td>RCC</td>
</tr>
<tr>
<td>3</td>
<td>Fat Separation Tank</td>
<td>8 M x 3 M x 2.5</td>
<td>60 KLD</td>
<td>1</td>
<td>RCC</td>
</tr>
<tr>
<td>4</td>
<td>Fat Collection Tank</td>
<td>1 M x 1 M x 1</td>
<td>1 KLD</td>
<td>2</td>
<td>RCC</td>
</tr>
<tr>
<td>5</td>
<td>Equalization Tank</td>
<td>8M x 4M x 3M</td>
<td>96 KLD</td>
<td>1</td>
<td>RCC</td>
</tr>
<tr>
<td>7</td>
<td>Aeration Tank</td>
<td>10m x 9m x 4m</td>
<td>360 KLD</td>
<td>1</td>
<td>RCC</td>
</tr>
</tbody>
</table>
### UP-GRADATION OF EFFLUENT TREATMENT PLANT (25 KLPD TO 250 KLPD) WITH CIVIL WORK AT FOOD COMPLEX, MOGAR

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Diameter/Size (m)</th>
<th>Capacity (KLD)</th>
<th>Quantity (RCC/Masonry)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Secondary Clarifier</td>
<td>5.5 dia x 4</td>
<td>95</td>
<td>1 RCC</td>
</tr>
<tr>
<td>10</td>
<td>Treated Water Storage Tank</td>
<td>7M x 5M x 3M</td>
<td>105</td>
<td>1 RCC</td>
</tr>
<tr>
<td>11</td>
<td>Sludge Drying Beds</td>
<td>10M x 3M x 1.5M</td>
<td>45</td>
<td>3 RCC &amp; Masonry</td>
</tr>
<tr>
<td>13</td>
<td>MCC Room</td>
<td>6M x 4M x 3M ht</td>
<td>24Sq.M.</td>
<td>1 RCC &amp; Masonry</td>
</tr>
<tr>
<td>14</td>
<td>Painting of Units</td>
<td>-</td>
<td>Job</td>
<td>1 -</td>
</tr>
</tbody>
</table>

#### 3.0 MECHANICAL AND ELECTRICAL EQUIPMENTS

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>No of Units</th>
<th>Size/Type</th>
<th>MOC</th>
<th>Type</th>
<th>MOC</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bar Screen</td>
<td>1 No.</td>
<td>0.5m W X 1.0 m LD</td>
<td>SS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fat Removal System</td>
<td>1 no</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Effluent Transfer Pump</td>
<td>2 Nos. (1W+1S)</td>
<td></td>
<td>CI</td>
<td></td>
<td></td>
<td>grundfoss</td>
</tr>
<tr>
<td>4</td>
<td>Air Blower for Aeration Tank</td>
<td>2 Nos (1W+1S)</td>
<td></td>
<td>C.I.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Air Diffusers with accessories</td>
<td>Lot</td>
<td></td>
<td>EPDM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Clarifier Mechanism:</td>
<td>1 No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>MOC</td>
<td>MSEP With Under water Fasteners in SS 304,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------</td>
<td>------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sludge Recirculation Pump</td>
<td>No. of Units</td>
<td>2Nos. (1W + 1S)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Make</td>
<td>grundfoss</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disinfection unit with accessories like metering pump</td>
<td>No. of units</td>
<td>1 no.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>100 Lrs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filter Feed Pumps</td>
<td>No. of Units</td>
<td>2 Nos. (1W + 1S)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>15 KL/Hr. x 30 M Head</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Media</td>
<td>Activated carbon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of unit</td>
<td>1 no</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Flow</td>
<td>working pressure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Media</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>activated carbon filter with accessories</td>
<td>No. of unit</td>
<td>1 no</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Flow</td>
<td>working pressure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Max. pressure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.0 SCOPE OF WORK

The scope of work for project should be as under:

1. Process:

Design, engineering of Effluent Treatment Plant, preparation of ETP layout, Hydraulic Diagram, P&I Diagram, equipment data sheets. Design is to be prepare considering the use of existing Civil tanks and structures. Details of existing structure is given below.
2. Mechanical:
   Procurement and supply all mechanical equipments, inter-connecting pipe and pipe fittings, valves, etc.

3. Electrical:
   Design, engineering, procurement and supply of electrical items such MCC panel, electric motors, local push button stations, copper earthing system, etc. supply and laying of power cables, control cables from operating panels to individual equipments.
   All pump and blower motor should be equipped with soft starter only. all cables should be copper only.

4. Instrumentation:
   Procurement, supply, installation of instruments for ETP.
   Online flow meter, TOC meter, PH meter and TDS meter with GPCB server connectivity.

Civil

1) Preparation of GA & RCC (structures) drawings for various units of ETP.
2) Construction and modification work of various units of ETP.

5. Erection & commissioning.

   The scope includes the erection and commissioning of all electrical, mechanical, instrumentation of the ETP, start up of ETP and to achieve parameters of treated effluent as per GPCB norms.

5.0 FOLLOWING DETAILS TO BE PROVIDED:

1. Connected electrical load in KW.
2. Power consumption per KWH/day.
3. Electrical rating of each equipment.
4. Chemical consumption in kg/day while operating the plant.
5. % COD reduction ----- in each stage.

6.0 SERVICES TO BE PROVIDED BY CLIENT

1. Providing required data to carryout civil unit design.
2. Approach road, pathways, storm water drain, process drain, fencing/compound wall, area and unit lighting.
3. Power and water during erection & commissioning of ETP (free of cost).
4. Electrical power connection to the system operating panel. At one point only.
5. All statutory permission required for the plant.
PROPOSED SYSTEM:

SCREEN CHAMBER → FAT SEPARATION TANK → EQUILIZATION TANK → Aeration Tank → SECONDARY CLARIFIER

PH CORRECTION

FAT COLLECTION → MCC ROOM

BACK WASH WATER

SLUDGE DRYING BED

TREATED WATER SUMP

PSF & ACF

GARDENING
Existing Set up for effluent treatment plant and flow diagram.

**EXISTING EQUIPMENT AND CIVIL STRUCTURE**

<table>
<thead>
<tr>
<th>Sr.no</th>
<th>Description</th>
<th>Size</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Oil trap</td>
<td>10 FT X 2 FT X 10 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Equalization tank-1</td>
<td>12 FT x 8 FT x 16 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Equalization tank-2</td>
<td>5000 Ltr. (Sintex Tank)</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Aeration Tank no:1</td>
<td>20 FT X 20 FT X 10 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Settling Tank no.1</td>
<td>17 FT X 3 FT X 7 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Aeration Tank no:2</td>
<td>16 FT X 16 FT X 8 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Settling Tank no.2</td>
<td>16 FT X 3 FT X 6 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Sludge Drying Beds</td>
<td>12 FT X 16.5 FT X 3 FT HEIGHT</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Treated water tank-1</td>
<td>10 FT X 8 FT X 2.5 FT HEIGHT</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Treated water tank-2</td>
<td>5000 Ltr. (Sintex Tank)</td>
<td>1</td>
</tr>
</tbody>
</table>
2. DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 100 M3 CAPACITY ANAEROBIC TYPE PREFABRICATED BIOGAS DIGESTER FOR CHOCOLATE PLANT

1.0. DESIGN BASIS

Raw & Treated Waste water Quality:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Parameters</th>
<th>Units</th>
<th>Raw Wastewater</th>
<th>Treated Wastewater</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>pH</td>
<td>–</td>
<td>6 – 7.5</td>
<td>6.6 – 8.5</td>
</tr>
<tr>
<td>2</td>
<td>Temperature</td>
<td>Deg C</td>
<td>25 – 35</td>
<td>25 – 30</td>
</tr>
<tr>
<td>3</td>
<td>Suspended Solids</td>
<td>mg/lit</td>
<td>800</td>
<td>&lt;100</td>
</tr>
<tr>
<td>4</td>
<td>Oil &amp; Grease</td>
<td>mg/lit</td>
<td>100</td>
<td>&lt; 10</td>
</tr>
<tr>
<td>5</td>
<td>Total Dissolved Solids</td>
<td>mg/lit</td>
<td>2100</td>
<td>&lt;2100</td>
</tr>
<tr>
<td>6</td>
<td>COD</td>
<td>mg/lit</td>
<td>5000</td>
<td>&lt;400</td>
</tr>
<tr>
<td>7</td>
<td>BOD</td>
<td>Mg/lt</td>
<td>2500</td>
<td>&lt;100</td>
</tr>
</tbody>
</table>

Raw Wastewater Quantity:

The total wastewater quantity shall be about 70 m³/day.

2.0. LIST OF TREATMENT UNITS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Size</th>
<th>Capacity</th>
<th>No.</th>
<th>MOC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-fabricated Biogas Digester</td>
<td>Suitable. Ready to fit</td>
<td>100 m³</td>
<td>1 set</td>
<td>Fibre Glass</td>
</tr>
<tr>
<td>2</td>
<td>Mixing</td>
<td>Slow speed, Mechanical type.</td>
<td>suitable</td>
<td>1</td>
<td>MS</td>
</tr>
<tr>
<td>3</td>
<td>Heating</td>
<td>Suitable</td>
<td>Suitable</td>
<td>1</td>
<td>HDPE Virgin pipe</td>
</tr>
<tr>
<td>4</td>
<td>Gas Dome</td>
<td>Suitable</td>
<td>2 m³</td>
<td>1</td>
<td>Fiber Glass</td>
</tr>
<tr>
<td>5</td>
<td>PH and Temp monitoring</td>
<td>suitable</td>
<td></td>
<td>1</td>
<td>Electronic</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Inlet effluent collection and treated water outlet.</td>
<td>Effluent inlet connection to digester from the chocolate and Malted plant. Common system for both the plant. Pumping of effluent to digester and pumping and piping of the treated water to the existing ETP inlet.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Electrical</td>
<td>All required feeder with soft starter only.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Electrical power &amp; control cables</td>
<td>1 Lot.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Local Push Button Station :</td>
<td>1 Lot.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>PIPING &amp; VALVES :</td>
<td>1 Lot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Inter-connecting pipe &amp; pipe fitting</td>
<td>1 Lot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Valve</td>
<td>Lot</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 4.0 SCOPE OF WORK

The scope of work for project should be as under:

6. **Process**:

   Design, engineering of Pre-fabricated Biogas Digester, preparation of layout, Hydraulic Diagram, P&I Diagram, equipment data sheets. Design is to be prepare considering the common Digester for Chocolate plant as well as Malted plant.

7. **Mechanical**:

   Procurement and supply all mechanical equipments, inter-connecting pipe and pipe fittings, valves, etc.

   Inlet connection to Digester from chocolate plant effluent tranch. Piping and pumping to carry the effluent from malted plant to Digester with required valve and pump.

8. **Electrical**:

   Design, engineering, procurement and supply of electrical items such pump starter (only soft starter), electric motors, local push button stations, earthing system, etc. supply and laying of power cables, control cables from operating panels to individual equipments.

   All pump and motors should be equipped with soft starter only.

9. **Instrumentation**:

   Procurement, supply, installation of instruments for Digester.

**Civil**

   All Civil work in scope of supply for the installation of Digester and required trenches to collect the effluent.
10. Erection & commissioning.

The scope includes the erection and commissioning of all electrical, mechanical, instrumentation of the Digester, start up of Digester and to achieve parameters of treated effluent.

5.0 FOLLOWING DETAILS TO BE PROVIDED:

1. % COD reduction ----- It must be minimum 90% reduction.

6.0 SERVICES TO BE PROVIDED BY CLIENT

6. Providing required data to carryout civil unit design.
7. Approach road, pathways, storm water drain, process drain, fencing/compound wall, area and unit lighting.
8. Power and water during erection & commissioning of Digester (free of cost)
9. Electrical power connection to the system operating panel. At one point only
10. All statutory permission required for the plant.