

<u>KERALA CO-OPERATIVE MILK MARKETING FEDERATION LTD.</u> <u>CATTLE FEED PLANT, PATTANAKKAD P.O, ALAPPUZHA – PIN 688 531</u> <u>Tel: 0478-2831122, 2831134, 2831136, 9947983935</u> <u>E-mail: cfp@milma.com</u>

BID REF No.CFPP/PE/MISC.DRN/555/2022-2023

BID DOCUMENT FOR MISCELLANEOUS CIVIL WORKS RELATED TO THE CONSTRUCTION OF DRAINAGE AT CATTLE FEED PLANT, PATTANAKKAD

2022-2023

CONTRACTOR

BID FORM

| 1 | Registered name of bidder | |
|---|---------------------------|---|
| 2 | Address | Office Address |
| 3 | Telephone | Land Phone : Mobile : E mail : Fax : |

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INVITATION TO BID

Sealed competitive bids are invited from experienced civil contractors for the following works at Cattle Feed Plant, Pattanakkad, Cherthala:

| Sl. No. | Name of work | Estimated cost (in lakhs) | Bid opening |
|------------|--|---------------------------------|----------------|
| 1. | Miscellaneous civil works related to | | |
| | the Construction of Drainage in Cattle | Rs.3.50 | 09/05/2022 |
| | Feed Plant, Pattanakkad, Cherthala | | |

Detailed tender notice is exhibited in our website <u>www.milma.com</u>

Sd/-

MANAGER

<u>KERALA CO-OPERATIVE MILK MARKETING FEDERATION LTD.</u> <u>CATTLE FEED PLANT, PATTANAKKAD P.O, ALAPPUZHA – PIN 688 531</u> <u>Tel: 0478-2831122, 2831134, 2831136, 9947983935</u>

E-mail: <u>cfp@milma.com</u>

INVITATION TO BID

- 1. The Kerala Co-operative Milk Marketing Federation Limited, invites sealed competitive bids from bonafide Contractors having sound technical and financial capabilities for Miscellaneous civil works related to the Construction of Drainage at Cattle Feed Plant, Pattanakkad. Interested eligible bidders may obtain further information from our office at Cattle Feed Plant, Pattanakkad.
- All the Participants must have minimum of one year of experience in the same field. For further details or clarifications if any, interested bidders can site visit between 10AM – 3PM on all working days.
- 3. Bidding Document shall be downloaded from our website www.milma.com. The bidders are requested to submit an EMD of Rs.4,500/- in the form of DD/NEFT/RTGS/cash in favour of Manager, Cattle Feed Plant, Pattanakkad.
- 4. Detailed terms and conditions, scope of work etc. as indicated below for your reference.

| Bid Reference | : No.CFPP/PE/MISC.DRN/555/2022-2023 | 5 |
|----------------------|-------------------------------------|-------|
| Name of work | : Miscellaneous civil works | |
| | related to the Construction of | f |
| | Drainage | |
| Place of work | : Cattle Feed Plant, Pattanakka | ıd |
| KCMMF | ⁵ CONTR | ACTOR |

| Estimated amount | : Rs. 3.5 lakhs | | | | |
|---|---|--|--|--|--|
| Downloading of Bid Docs star | t : 27/04/2022 | | | | |
| Last date of submission | : 09/05/2022 at 1.30pm | | | | |
| Date of opening | : 09/05/2022 at 2.30pm | | | | |
| EMD | : Rs. 4500/- | | | | |
| 57042 State | : KCMMF LTD Cattle Feed Plant, makkad, Current Account No. 2309686, Bank of India, Pattanakkad Branch, - SBIN0070267. | | | | |
| Time of Completion | : 45 days | | | | |
| Address for communication and Place of bid opening | : Cattle Feed Plant, Pattanakkad. P.O. Cherthala, Alappuzha – 688531 | | | | |
| Bid Validity | : 75 days from 09/05/2022 | | | | |

KCMMF shall not take any responsibility for any delay in receipt of the bidding document if it is sent by post.

GENERAL TERMS & CONDITIONS

Tender For Miscellaneous civil works related to Construction of Drainage at Cattle Feed Plant, Pattanakkad

Kerala Co-operative Milk Marketing Federation Ltd, invite your item wise competitive rates for Miscellaneous civil works related to the Construction of Drainage at Cattle Feed Plant, Pattanakkad subject to the following terms and conditions.

1.How to offer the Tender

- a) Tender document with "Form of Submitting Tender for Miscellaneous civil works related to the Construction of Drainage at Cattle Feed Plant, Pattanakkad is exhibited in our website <u>www.milma.com</u>. Interested parties can download the same from our website.
- b) Sealed tender shall be submitted by indicating the rates in the "Form of Submitting Tender for Miscellaneous civil works related to the Construction of Drainage at Cattle Feed Plant, Pattanakkad.
- c) Tender form submitted should be accompanied by Earnest Money Deposit (EMD) of Rs.4,500/- either as receipt of cash remitted at this office or in the form of Demand Draft drawn in favor of the Manager, Cattle Feed Plant, Pattanakkad payable at Pattanakkad.
- d) Tenders filled in the prescribed form should be submitted at the above office on or before **09/05/2022 at 13.30 hrs.** in sealed envelope, along with the EMD. The envelope should carry superscription "Miscellaneous civil works related to the Construction of Drainage at Cattle Feed Plant, Pattanakkad, Alappuzha Dist."
- e) Tenders will be opened on **09/05/2022 at 14.30 hrs.** at the above office.
- f) Negotiation, if any, will be done with the lowest quoted party only.
- g) All pages of the tender document shall be signed by the contractor while submitting the tender.

2. <u>Scope of work.</u>

- i. Earth excavation.
- ii. Concrete works
- iii. Reinforcement concrete works.

3. <u>Schedule of Quantities and rates</u>

a. The specification for each item of work and schedule of quantities are given in the enclosed Annexure – schedule of quantities.

- b. The rate quoted shall be inclusive of all applicable taxes and duties, ESI Contribution, material cost including steel and cement, labour cost, transportation of materials to site, loading and unloading charges and nothing extra will be paid on any account.
- c. The unit rates should be quoted both in figures as well and in words. In case of discrepancy in the rate quoted in figures and in words, the amount quoted in words shall be taken as final and binding on the party. Based on the unit rates quoted, the total amount for each item of work should be worked out and indicated in the offer.
- d. The unit rate quoted should be legible without any erasion/overwriting. In case of any correction and alteration in the unit rates at the time of quoting the same should be signed in full by the quotationer.
- e. Quantities indicated in the schedule are only tentative and may vary to the +/side. However, payment will be made for the actual quantity executed at site as per the directions of Engineer in charge, on unit rate basis. No extra claim shall be entertained on this account.
- f. The award of work shall be on item rate contract basis and no part of the work shall be considered on percentage or lumpsum basis unless specifically agreed by the undersigned.
- g. The unit rate quoted should remain firm for the entire duration of contract and nothing extra will be paid on any account

4. Earnest Money Deposit

- a. The offer should be accompanied by an EMD of Rs.4,500/-(Rupees four thousand five hundred only).
- b. The EMD shall be in the form of Demand Draft drawn in favour of Manager, Cattle Feed Plant, Pattanakkad
- c. Offers without EMD are liable to be rejected.
- d. The EMD of the unsuccessful quotationers will be released on finalisation of the contract.
- e. The EMD of the successful quotationer will be released only after submission of agreement and performance security.
- f. No interest will be paid for the EMD for the period for which it lies with the Cattle Feed Plant, Pattanakkad.

5. <u>Period of Validity</u>

The offers submitted by the quotationer shall remain valid for acceptance for a period of

75 days from the date of opening.

6. <u>Period of Completion</u>

The entire works should be completed in all respects within 45 days from the date of receipt of work order/ date of clearance.

However, the quotationer after examining the scope of work and site conditions can specify in the offer the shortest period by which he can complete the above works in all respects.

7. <u>Agreement</u>

The successful bidder has to execute an agreement within 15 days of receipt of the order.

8. <u>Performance Security</u>

Within 30 days of receipt of the order the successful bidder should furnish a performance security for an amount of 5% of the contract value. The performance security shall be in the form of Demand Draft or a Bank Guarantee in favour of Cattle Feed Plant, Pattanakkad. The Bank Guarantee shall be valid for the entire period of contract including guarantee period plus 45 days.

9. <u>Submission of bills</u>

- a) Bills shall be prepared in duplicate in the name of Manager, Cattle Feed Plant, Pattanakkad and shall be submitted for necessary verification/certification and release of payment.
- b) Payment shall be released against RA Bills . However, the value of each bill shall not be less than Rs.1,00,000/- (Rs. One lakh only).
- *c)* After completion of the above work in all respects, the Contractor should submit the final bill along with the measurement sheets for all the works.
- d) While settling the bills, statutory deductions such as income tax, sales tax on works contract, contribution to KCWWF, ESI, PF etc. will be deducted from the payment due to the contractor.

10. <u>Guarantee</u>

The entire work executed should be guaranteed for a period of one year from the date of completion of the work for quality and workmanship. In case any work or part thereof, is found defective due to substandard material, bad workmanship, the same shall be

repaired/replaced by the contractor without any extra cost during the guarantee period and the entire expenditure towards such repair/replacement shall be borne by the contractor.

11. <u>Liquidated Damages</u>

In case the work is not completed within the stipulated period of completion, liquidated damage will be levied @ 1% per week for the value of the portion of work so delayed subject to a maximum of 10% of the work order value. However, if the works are delayed due to genuine reasons beyond the control of the contractor due consideration will be given while operating the liquidated damages clause provided the contractor furnishes the documentary evidence for the same and the same is found to be acceptable.

12. Submission of tender and opening

- a. The offer must be submitted in original in a sealed cover superscribing the name of the work, due date and time of opening.
- b. The offers complete in all respects along with EMD should reach Cattle Feed Plant, Pattanakad, Cherthala on or before 09/05/2022 at 13.30 hrs and the same shall be opened at 14.30 hrs. in the presence of interested quotationers or their authorized representatives.

13. General

- a) The work should be carried out in consultation with the Manager, Cattle Feed Plant, Pattanakkad, Cherthala or the authorized representative of Manager, Cattle Feed Plant, Pattanakkad, Cherthala and should be strictly as per the specification and directions.
- **b**) The undersigned reserves the right to accept any quotation in part or full.
- **c)** The undersigned reserves the right to accept or reject any or all quotations without assigning any reason whatsoever and no explanation can be sought on this account.
- **d)** The cement and steel required for the above work shall have to be arranged by the contractor at site.
- **e)** All the materials to be used are approved make and quality. Before supply of materials obtain necessary approval from the Project Engineers.

FORM OF AGREEMENT FOR CIVIL CONSTRUCTION WORK (On Non-judicial stamp paper of Rs.200/-)

THIS AGREEMENT made this ------ day of ----- 20---- (Two thousand and ------) between Kerala Co-operative Milk Marketing Federation Ltd. for their unit at Cattle Feed Plant, Pattanakkad. A society registered under the Kerala Co-operative Societies Act 1969 (Act 21 of 1969) and having its registered office at Milma Bhavan, Pattom, Trivandrum 695 004 (herein after referred to as KCMMF which expression shall, unless repugnant to the context meaning thereof include the successors and assignees of the KCMMF) of the ONE PART, and ------

(hereinafter referred to as the Contractor, which expression shall, unless repugnant to the context or meaning thereof. Include the heirs successors, assignees, executors and administrators f the contractor) of the OTHER PART.

WHEREAS the KCMMF is desirous that certain works should be executed viz., ------

------ and has by letter of acceptance dtd. ------, accepted a bid by the Contractor for the execution. Completion and maintenance of such work. 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 Contractor hereinafter referred to
- 2.0 The following documents shall be deemed to form and be read and constructed as a part of this agreement, viz., 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 Schedule of Supplementary information
 - vii. Special Conditions of Contract
 - viii. General conditions of contract
 - ix. Schedule of Materials to be issued by Owner/KCMMF
 - **x.** Form of Bank Guarantees

3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence of ambiguities and discrepancies shall take precedences in the order set out above

KCMMF

CONTRACTOR

4.0 In consideration of the payment to be made by the KCMMF to the Contractor as hereafter mentioned, the Contractor hereby covenants with the KCMMF to execute, complete and maintain the works in conformity with the provisions of the contract.

5.0 The KCMMF Ltd. 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 in the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day, month and year first and written.

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

Authorized Signatory

Cattle Feed Plant Pattanakkad

In the presence of: Witness:

- 1. Signature Name Address
- 2. Signature Name Address

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

Witness

1. Signature Name Address

2. Signature Name Address

1.0Proforma of Bank guarantee for Performance Security on Non-judicial stamp paper of Rs.200/-

Bank guarantee No. Date:

This deed of guarantee made thisday of 2020 (Two thousand and) by (Name and address of the bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes includes its legal representatives, successors and assigns and the Kerala Co-operative milk Marketing Federation (herein after referred to as the KCMMF) at their unit at Cattle Feed Plant, Pattanakkad which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

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

within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder. In case, the Contractor fails to perform or fulfill the Contract as per the terms and conditions agreed upon, the KCMMF is entitled to demand an amount equivalent to 5% of the Contract value from the Contractor and the demand made by the KCMMF itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfill his obligations under the Contract and neither the Contractor nor the Bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

We, the 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 KCMMF 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 KCMMF on or before we shall be discharged from all liabilities under this performance security hereafter.

We, the bank further agree with the KCMMF that the KCMMF shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary 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 KCMMF against the Contractor and to forbear or enforce any of the terms and conditions relating to the said bidding document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor, or for any forbearance, act or omission on the part of the KCMMF to the said Contractor by any such mater 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 KCMMF may have or hereafter possess in respect of the works executed or intended to be executed and the KCMMF shall be under no obligation to marshal in favor of the bank any such securities or funds or asset that the KCMMF 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 KCMMF on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by 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 deed to have been duly served on the bank notwithstanding that the notice may not in fact has been delivered to the bank.

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

PLACE

SIGNATURE

DATE

SEAL

<u>Note</u>: The Contractor should ensure that the seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees.

CONTRACTOR

| SI No. | Item Description | Qty | Units | RATE | AMOUNT | AMOUNT In Words |
|--------|---|------|-------|------|--------|-----------------|
| | | | | | | |
| | EARTH WORK | | | | | |
| 1 | 2.6.1: Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 spm on plan) including disposal of excavated earth, lead up to 50m and lift upto 1.5m, disposed earth to be levelled and nearly dressed. All kinds of soil. | 17.2 | cum | | | |
| | CONCRETE WORK | | | | | |
| 2 | 4.1.8: Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size) | 2.2 | cum | | | |

| 3 | 4.1.2: Providing and laying in position cement concrete of specified grade exclusind the cost of centering and shuttering - All work upto plinth level: 1:1/2:3 (cement : 11/2 coarse sand : 3 graded stone aggregate 20mm nominal size) | 2.7 | cum | | |
|---|--|------|-----|--|--|
| 4 | 5.1.3: Providing and laying in position specified grade of reinforcement cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work upto plinth level: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) | 5.6 | cum | | |
| 5 | 4.3.2: Centering and shuttering including strutting, propping etc. and removal of form work for: retaining walls, return walls, (any thickness) including attached pilasters, buttresses, plinth and string courses fillets, kerbs and steps etc. | 71.1 | sqm | | |

| 6 | 5.22.6: Steel reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete upto plinth level Thermo- Mechanically treated bars of grade Fe-500D or more | 1154. 4 | kg | | |
|---|--|------------|-----|--|--|
| 7 | 13.3.1: 20mm cement plaster of mix: 1:4 (1 cement: 4 fine sand) | 54.3 | sqm | | |
| | TOTAL | | I | | |
| | GST | | | | |
| | GRAND TC | TAL | | | |