

OFFICE OF THE NOTIFIED AREA COUNCIL: UDALA

UDALA, MAYURBHANJ
ODISHA, PIN- 757041

TEL. No / FAX – 06795-232268


No. 1705

Date. 02.11.2018

"e" Procurement Notice

Bid Documents consisting of Work, Estimated Cost, Cost of Tender Paper, EMD, and time of completion, Class of contractors and the set of terms and conditions of contract and other necessary documents can be seen in Govt. website i.e. www.tendersorissa.gov.in and Udala N.A.C website www.udalanac.in

1. Name of the Work: Civil Construction works as mentioned in website
 2. No. of works: 04(Four)
 3. Estimated Cost: Rs. 4,37,581/-
 4. Period of Completion: 3 months
 5. Date & Time of availability of Bid document in the portal: Dt. 03.11.2018 10.00 A.M to Dt. 13.11.2018 up to 5.00 P.M.
 6. Last date / Time for receipt of bids in the portal: Dt. 13.11.2018 up to 5.00 P.M.
 7. Submission of Original Document: Dt. 14.11.2018 during office hours up to 01.00 P.M.
 8. Date & time of opening of Bids: Dt. 14.11.2018 at 03.00 P.M.
 9. Name and address of the Officer inviting Bid: Executive Officer, Udala N.A.C.
- Further details can be seen from the procurement portal i.e. www.tendersorissa.gov.in


Executive Officer,
Udala N.A.C, Udala

Memo No. 1706⁽³⁾/NAC, Date. 02.11.18 /

Copy forwarded to the Advertisement Manager, "The Samay" / "The Pragatibadi" / "The New Indian Express" with a request to publish the above Notice in their respective dailies once in one edition i.e. coverage area of Udala N.A.C. on or before Dt. 03.11.2018 and to submit the bill amount within Rs. 3000/- for payment. Complimentary copy of the Newspapers containing the tender call Notice may be sent to this office for reference and record.


Executive Officer
Udala N.A.C.

Memo No. 1707/NAC, Date 02.11.18 /
Copy to the Office Notice Board for wide publication.


Executive Officer
Udala N.A.C.

Memo No. 1708 /NAC, Date. 02.11.18

Copy submitted to the Sub-Collector, Kaptipada, Udala / Project Administrator, ITDA Udala / Block Development Officer, Udala for information & necessary action with a request to display the Tender Notice in their respective Notice boards for wide publication.


Executive Officer
Udala N.A.C.

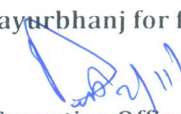
Memo No. 1709 /NAC, Date. 02.11.18

Copy submitted to the Under Secretary of Govt. H&U.D. Deptt., Orissa, Bhubaneswar for favour of kind information and necessary action.


Executive Officer
Udala N.A.C.

Memo No. 1710 /NAC, Date. 02.11.18 /

Copy submitted to the P.D., DRDA, Mayurbhanj / Addl. Dist. Magistrate, Mayurbhanj for favour of kind information and necessary action.


Executive Officer
Udala N.A.C.

Work Details

SL No	Name of Work	Estimate Cost (in Rs)	Cost of document	EMD to be deposited	Time of Completion	Class of Contractor
1	2	3	4	5	6	7
1	Construction of Community Toilet Near Primary School (Canal Road) in Ward No-12	437581	2000/-	1% of estimate cost	90 days	"C & D"
2	Construction of Community Toilet at Club House Near Kandra Marndi, Jahirasahi, Jagannathi in Ward No-11	437581	2000/-	1% of estimate cost	90 days	"C & D"
3	Construction of Community Toilet Near Anganwadi Centre, Jagannathi in Ward No-11	437581	2000/-	1% of estimate cost	90 days	"C & D"
4	Construction of Community Toilet Near Gobinda Marndi House, Jagannathi in Ward No-11	437581	2000/-	1% of estimate cost	90 days	"C & D"

INSTRUCTION TO BIDDER

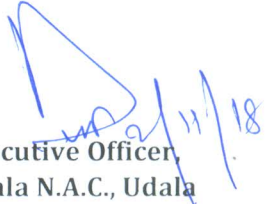
Detail of documents to be furnished.

Scanned copies of the following documents to be up-loaded in pdf format in the Website i.e.

www.tendersorissa.gov.in

1. a. Demand Draft towards tender paper cost.
b. Demand draft or Duly pledged / N.S.C/P.O.T.D/K.V.P/Term deposit towards EMD.
c. Demand draft / N.S.C/P.O.T.D/K.V.P/Term deposit receipt towards additional performance security.
d. Valid GSTN clearance certificate in form-612.
e. PAN Card.
f. Valid Registration Certificate in original.
g. Affidavit in original for the work regarding correctness of information.
h. Affidavit in original that he has not abandoned any work in any agency during last five years.
2. Uploaded documents of successful bidders will be verified with the original after opening of the bids.
3. DTCN is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the DTCN. The bidders who disagree on the conditions of DTCN cannot participate in the bidding.
4. The successful bidder who has quoted less bid price/rate than the estimated cost put to tender shall have to furnish exact of differential cost i.e. as estimated cost put to tender minus quoted amount as Additional Performance Security (APS) in shape of DD/TDR/ pledged in favour of Executive Officer, Udala N.A.C within 07 (Seven days) from the date of intimation otherwise the bid be shall be cancelled and security deposit shall be forfeited. Further proceeding for black listing shall be initiated against the bidder.
5. The Term & Condition as per DTCN will be followed strictly and if the work is not executed within stipulated period the penalty will be fixed up as per the rule of OPWD code 2012
6. The Concerned bidders must produce the Quality Control Certificate on the said work prior to Bill Payment.

7. EMD must be paid in shape of Bank draft / N.S.C/P.O.T.D/K.V.P/Term deposit receipt of any Nationalised Bank in favour of Executive Officer, Udala N.A.C. and payable at any Nationalised Bank at Udala.
8. The bidders must produce the Work Schedule Programme to the Undersigned or J.E of Udala NAC.
9. The Officer inviting the bid shall not be responsible for any postal delay or non- receipt of the original copy of the bid security on or before specified date and time. Non submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
10. Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.
If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Officer and Junior Engineer will remain present.
11. GST on works contract as applicable at the time of payment of the running bill amount. (Vide Section 15 and Section 142 (ii)© of Odisha Goods and Service Tax Act. 2017) i.e. 12% on the total bill amount.


Executive Officer,
Udala N.A.C., Udala

Eligibility Criteria:-

The eligibility criteria for participation in this tender are given below. The Tenderers should go through these eligibility criteria before bidding. Tenderer(s) not fulfilling the eligibility criteria but submit the tender, can do so at their own risk, as the tender will summarily be rejected.

- a. The intending tenderer(s) should have not abandoned any work nor should their contract have been rescinded during the last five years.
- b. The intending tenderer(s) should have the valid Registration Certificate of required class as mentioned in Col-1 of the Table in TCN on the date of tender.
- c. The intending tenderer(s) should have up to date valid ITCC, (PAN) GST Clearance Certificate.
2. Filled up tenders in complete shape will be received as per DTCN through online.
3. Tender containing extraneous conditions not covered by the conditions here-in-before and here-in-after provided and quoting rates of units different from those prescribed in the tender schedules will be liable for rejection. No Tenderer will be permitted to furnish tender in their own manuscript form. The contractor should sign on each and every page of DTCN and tender schedule in token of his acceptance; otherwise it is liable for rejection. The percentage rate in figures and word shall be quoted in the tender neatly.
4. A bidder can submit only one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection of all such tender papers.
5. Any request from the tender in respect of addition, alternations, modifications, corrections, etc. or either terms or conditions of rates of his tender after opening of the tenders will not be considered.
6. The successful tenderer shall make his own arrangement for all materials, T&P, machineries required for satisfactory completion of work in time unless otherwise specified in the conditions or contract.
7. By submitting a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, medical and labour and food stuffs etc.
8. The detailed list of successful bidder against each work will be displayed in the Office Notice Board. Acceptance letter of the tender will be intimated to the successful tenderer in writing. The successful bidder should collect the letter of acceptance from the office within 15(Fifteen) days from the date of declaration of successful bidder on the notice board to avoid postal delay. The tenderer is to deposit the initial security deposit and sign the agreement as prescribed in the Notice Inviting Tenders.
9. Canvassing in any form is prohibited and the tenders submitted by the tenderer who resort to canvassing will be rejected and the tenderer will not be allowed to participate in tender for any other works in this organization.
10. Bid documents consisting of Plans, specifications, the schedule of quantities, and the set of terms and conditions of contract and other necessary documents can be seen in office of the undersigned during office hours every day except on Sundays and public holidays till last date of sale of tender paper. Interested bidders may obtain further information at the above address.
11. Each intending bidder shall Up-Load the scanned copies of the documents in support of his/her/their eligibility criteria and qualification information in the prescribed form in Portable Document Format (PDF) at the designated locations of the Technical Bid.
12. The contractor shall furnished an affidavit duly sworn in before an Executive Magistrate /Notary along with tender documents regarding authenticity of documents submitted, EMD in approved shape and tender paper.


Executive Officer,
Udala N.A.C., Udala

DETAILED TENDER CALL NOTICE

INVITATION OF TENDERS:

1. Tenders for the works will be opened by the Executive Officer, Udala N.A.C. or his authorized representative in the office of the Executive Officer as mentioned in the Advertisement in the presence of the tenderers or their authorized agents.
2. Only those tenderers who are willing to accept all the terms and conditions of this detailed tender call notice need submit the tenders. Joint Ventures/Consortiums having agreements/M.O.U. are not allowed to participate in the Bid.
3. After the date and time of receipt of bid is over, the EMD and cost of BID document and additional performance security (if any) along with all the original documents required as per DTCN shall be submitted in the office of the Executive Officer, Udala N.A.C. before the date and time of opening of Bid during office hours on working days failing which the bid will be rejected.
4. Tenderers have to pay earnest money @1% of the estimated cost as mentioned in Col.5 of TCN Annexure-A (the amount specified in the tender notice), and cost of bid document as mentioned in Col.4 of TCN Annexure -A at the time of submitting the tender. The successful bidder has to pay the initial security deposit @ 1% of the Bid amount in shape of demand draft in favour of Executive Officer, Udala N.A.C. payable at Udala.
5. Tenders not accompanied with the earnest money deposit in the approved forms of security duly pledged in favour of the Executive Officer, Udala N.A.C. as specified in tender call notice shall not be considered at all.
6. The earnest money deposit and initial security deposit should be in shape of Bank Draft respectively. In case the actual cost of work exceeds the original cost of work, required amount will be deducted from the bill as to make together with deposits already realised an amount equal to the prescribed percentage of the actual cost of work executed.
7. In the case of Diploma or Degree holders in Engineering and SC & ST contractors registered with the Deptt. the rules framed by Govt. from time to time about earnest money deposit, initial security deposit will be applicable, but the tenderer has to apply to the Executive Officer, Udala N.A.C. for consideration .
8. Request for transfer/adjustment of earnest money deposit from other works will not be entertained.
9. The written agreement in Municipal Form No. VIII to be entered into between the successful tenderer here-in-after called the contractor and the Udala Notified Area Council shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter into the contract.
10. The Earnest Money Deposit of the unsuccessful tenderers will be refunded on application after the tender is finalized.
11. Tender may not, at the discretion of the competent authority, be considered unless accompanied by Xerox copies of the PAN Card or GSTN clearance Certificate in VAT-612 Form and the original certificates are to be produced before the tender opening authority as and when required for verification.
12. All the rates and prices in the tender shall cover all other taxes viz. Cess duty & any other local taxes, ferry, tollage charges and royalties and any other charges except GST.
14. The work is to be completed in all respects within the period mentioned in column 6 of (Annexure-A) of TCN from the date of issue of work order.
15. After opening the tenders if a tenderer withdraws himself from the competition during the validity of tender, the EMD received along with the tender shall be forfeited and credited to the Municipal Fund.
16. If the office happens to be closed on the date of last date of receipt & date opening of the bids as specified, the bids will be received & opened respectively on the next working days at the same time and venue.
17. The EMD will be refunded to the contractor after completion of work in all respects and duly certified by the Engineer- in- Charge to this effect on the work bill.
18. Before quoting his rates, every tenderer is expected to inspect the site for the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of the materials.
19. The contractor shall supply sample of all materials on free of cost before procurement for the work for testing and acceptance as may be required by the Engineer-in-Charge.
20. The tender will be considered to be valid for ninety days from the date of opening of the tender. The period of validity of tender can also be extended if agreed both by the tenderer and authority concerned.

21. The work is to be completed in all respects within the stipulated period from date of issue of work order. The contractor must submit the work programme immediately after issue of work order.
22. Only on unavoidable circumstance, extension of time will be considered. In this case, the work will be executed as per the tender and there will be no further change in it till the work is completed.
23. The work is to be carried on with due diligence and all works executed is to be done in a workman like manner. The materials used when supplied by the party tendering are to be the best of several kinds procurable and in all case will be subject to the approval of the Municipal Engineer/ Executive Officer whose decision as to quality of the materials shall be final.
24. The work should be executed strictly in accordance with the plan and specification. If any deviation is found, the bill will not be paid unless and until the work is done according to the approved estimate.
25. Only on unavoidable circumstances, the work can be executed less/excess under the supervision of the Engineer-in-Charge subject to prior notice to immediate authority. But no payment will be paid for excess work.
26. *Payment of bill is subject to availability of funds for the purpose.*
27. The contractor cannot claim any interest for delay in payment of work bill.
28. The contractor will be responsible for payment of all royalties or other charges for quarrying materials.
29. The contractor will use all the materials as per specification given in the estimate.
30. If the contractor abandons the work without completing it, the EMD, Initial security deposit and Addl. Performance security deposit will be liable for forfeiture.
31. The contractor will be fully responsible for the workmen employed by him, for the work.
32. The contractor will be responsible for any damage or accident during execution of work.
35. The contractor will be responsible for the safety of all activities at the work site.
36. The contractor shall make his own arrangement at his own expenditure for all materials, T&P Machinery required for satisfactory completion of work.
37. Advance of money for execution of work is strictly restricted.
38. No extra charges for any reason will be paid to the contractor.
39. The contractor should not commence the spreading/ Consolidation and other required work without knowledge of the Junior Engineer/ Municipal Engineer / Executive officer of Udala N.A.C.
40. The contractor shall intimate to the Junior Engineer/ Municipal Engineer / Executive officer of Udala N.A.C. for their presence at the time of slab casting, concrete and other works relating to masonry.
41. The Contractor shall bear the cost of the various incidental sundries and contingencies required for the work of all the following on similar category.
42. Rent on account of land and buildings including temporary building required by the contractor for collection of materials, storages, housing of staff or other purpose of the work at their own cost.
43. Suitable equipments and wearing apparatus shall be provided to the laborers engaged in risky operation.
44. Suitable fencing barriers, signals including paraffin electrical signal are to be provided where necessary at work site and approaches in order to protect the public and employees from accidents.
45. Compensation including cost of any suit for injury to persons or property due to negligence of any major precaution also sums which become payable due to operation of workmen compensation act.
46. Royalty will be deducted from the bill of the contractor as per the rate prescribed by the Govt.
47. 2.25% of the gross amount of the bill will be deducted towards Income Tax.
48. 5% of the gross amount of the bill will be deducted towards security deposit.
49. Labour Cess @1% will be deducted from the bill as per provision under 3(1) of the Building and other construction workers welfare Cess Act. 1996 and Resolution No.12653, Dt. 15/12/2008 of Labour & Employment Dept., Govt. of Orissa.
50. The security deposit deducted from the bill of the contractor will be released after the work is completed in all respects and audited by the Local Fund Audit organisation subject to free from any objection. If there will be any audit objection, the S.D. will be released after its compliance.

51. It should be understood clearly that no claims whatsoever will be entertained.
52. Cement concrete in roof slab and wherever prescribed by the Engineer-in-Charge shall be machine mixed & vibrated and the contractor should arrange concrete Mixer, Vibrator, Pumps etc. for the purpose at his own expenditure.
53. The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully if found defective in the opinion of the Engineer-in-Charge.
54. After the work is finished all surplus materials and derbies are to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all the materials are to be removed from the work site. No extra payment will be made to the contractor for this.
56. If in the opinion of the Engineer-in-Charge that any of the work has been executed with improper materials or defective workmanship by the contractor, when required by the Engineer-in-Charge that the same is to re-execute and to substitute proper materials and workmanship and in case of default of the contractor for doing so within the required time, the Engineer-in-Charge is to have full power to employ other person to re-execute the work and the cost thereof shall be borne by the contractor.
57. The Engineer-in-Charge or any other authorized is to have at all time access to the work and the work shall be entirely under his control.
58. The contractor will abide by the CPWD safety code introduced by the Govt.
59. The contractor will abide by 'Fair wages' clause introduced by the Govt. No labourer, below the age of 14 years will be engaged by the contractor.
60. The contractor will abide by the Orissa, PWD, and Electricity Regulation.
61. The Earnest money/ Initial security/ Addl. Performance security deposited by the contractor will be released after the work is completed in all respects and duly certified by the Engineer in-Charge on the bill.
62. Besides the above, the contractor will also abide by all other terms and condition as and when imposed by the authorities.
63. *The authority reserves the right to reject any or all tenders without assigning any reason thereof.*



Executive Officer,
Udala N.A.C., Udala.