

## **INSTRUCTION TO BIDDERS:**

### **1. Minimum Eligibility Criteria:**

- a) Required E.M.D.
- b) Signed Copy of valid Registration certificate, valid GST Registration certificate, PAN card.

### **2. Personnel Criteria:**

To be eligible for qualification, applicants shall furnish the followings. Required E.M.D, Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in Appendix A and B and affidavit to that effect including authentication of tender documents

### **3. Registration Certificate.**

Tenderers are required to submit attested copy of certificate of Registration with Orissa State PWD or equivalent class of CPWD / Railways /MEs/Central Govt. / State Govt, undertakings along with their tenders otherwise the bid shall be considered as no responsive and thus will be rejected.

If the tenderer is a private limited firm/company they are required to furnish following documents along with their tender.

- i). Copy of article of association/registration of the firm/company.
  - ii). Copy of authorized signatory of the firm with power of attorney if any.
4. The tender should be mandatorily accompanied with the Attested Xerox copies of the valid GST Registration certificate. PAN card and other requisite documents, otherwise the Bid shall be considered as non-responsive and thus will be rejected.
5. Even if qualifying criteria are met, the bidders can be disqualified for the following reasons, if enquired and convinced by the Department as to Making a false statement or declaration.

### **6. Technical Experience:**

- a) NA

### **7. AWARD OF CONTRACT.**

Employer will 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, provided that such bidder has been determined to be (i) eligible in accordance with the provisions.

### **8. EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:**

Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

### **9. SIGNING OF CONTRACT AGREEMENT:**

The bidder / tenderer whose bid has been accepted will be intimated by the Executive Officer, Nuapada NAC prior to expiry of the validity period. This letter (hereinafter called the "Letter of Acceptance"] will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution and completion of the works by the contractor as prescribed in the contract (here-in-after and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of the Initial Security Deposit in shape of cash /National Savings Certificate /Demand Draft on any Nationalized Bank duly pledged in favour of the Executive Officer, Nuapada NAC and in no other form. The ISD shall be 1% of the value of the accepted tendered amount (excluding EMD already deposited) and sign the agreement in fulfilment of the contract in the office of the Municipal Engineer/Executive Officer as directed.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Twelve months of successful completion and commissioning of the work subject to payment of the final bill and will not carry any interest. The E.M.D. will be forfeited in case where tenderers back out from the offer before acceptance of tender by the competent authority.

#### **10. Additional Performance Security (APS):**

Amendment to Para 3.5.5 (v) Note - ii of OPWD Code Vol.-I by modification vide Works. Department Office Memorandum No.5288 dated.4.05.2016. Additional Performance Security shall be obtained from the successful bidder when the bid amount is less than the estimated cost. The successful bidder shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Executive Officer, Nuapada NAC in the sealed envelope soon after selection as LI Bidder.

#### **11. CORRUPT OR FRAUDULENT PRACTICES:**

The Employer requires that bidders/ suppliers/ contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy: Defines for the purposes of this provision, the terms set forth below as follows: "Corrupt practices" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so. By misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the borrower of the benefits of free and open competition; will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded If at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing the contract.

#### **12. TERMS AND CONDITIONS OF TENDER.**

I/We do here by tender for the execution of the work specified in the underwritten memorandum at the rates specified there in DTCN from the date of written order to commence and in accordance in all respects with in specification designs, drawings, and other documents referred to in rule thereof and subject to the following terms and conditions of tender and in all other respects in accordance with such condition so far as applicable.

The Executing agency shall undertake to repair and maintain the road/drain /building of any normal defect if occur within Two year from the date of completion at his own cost after which SD will be refunded. The Executing agency shall undertake to execute work in stipulated time failing which he will be penalized as per O.P.W.D code. Initial security deposit is to be deposited before the commencement of the work.

The contractor will be responsible for the payment of all royalty or other charges for quarrying materials. All local taxes including state sales tax and income tax, ferry by and tollage charges are to be paid by the contractor.

The tender may not at the discrepancies of competent authority to consider unless accompanied by attested true copy of Income tax sales tax clearance, non-assessment certificate as the case may be of and original produce before the Executive Officer, NuapadaNAC at the time of opening the tender.

Every tenderer must examine the detailed specification in the Office during Office hour before submitting his tender. The right is reserved without impeding the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increased or decreased shall in to case invalidate the contractor rates. It shall be definitely. Understood that the NuapadaNAC does not accept any responsibility for the correctness of completeness of the quantity shown in the schedule. The schedule is liable to alternation by Executive Officer or additions or deductions and such omission, deductions shall in no case invalidate the contract and no extra monetary compensation will be for entertained.

All reinforcement cement concrete work should conform to office detailed standard specification and should be of preparation [1:2:4] or (1:11/2:3) as the case may be with 12mm to 20mm size CBHG chips not to exceed 25% size hard broken granite chips Proper curing shall also be ensured.

Shuttering and cantering shall be with seasoned Sal wood planks the inside of which shall be lined with suitable shuttering and cantering with proper bracing and removed after at least 21 days and above from the date of casting.

The contractor shall make all arrangement for proper storage of materials, raising shed for the storage of materials and pay of watchmen etc. will be borne by the contractor. The department is not responsible for considering the theft of materials etc. at site.

For purpose of jurisdiction in the event of dispute if any contractor should be deemed to have entered into within the state of Orissa and if agreed that neither party to the contract nor the agreement will be commenced to being a suit in regard to the matters covered by this contract at any place outside the state of Orissa.

After the work is finalized all supplies materials and derbies and to be removed by the contractor and preliminary work such as mixing platform etc are to be dismantled and all the materials removed from the site. The ground up to 15 m wide from the building should be cleared and addressed no extra payment will be made to the contractor on this account. The rate quoted must be inclusive all these items.

The contractor shall not interfere with the execution of water supply or electricity fittings arrangement and any other work entrusted to other agency by the Department at any time during the progress of the work.

The department will have the right to inspect the scaffolding, entering made for the work and can reject partly or fully such structures if found defective.

The contractor has to arrange for water supply, for all work and make sanitary arrangement at his own cost for the work and his labour camp contractor has arranged adequate lighting arrangement for night work whenever required at his own cost.

Bailing out water forms the foundation either rain water or subsoil water, if necessary, should be borne by the contractors. No payment will be made for bench marks, level pillars profiles and benching and levelling ground where required. The rates quoted should be for furnishing items of works inclusive of these incidentals items of work.

Cement concrete in roof slab, beam column and etc. whatever prescribed by the Engineer-in-charge will be done by means concrete mixture this purpose.

It should be understood clearly that no claim what so far will be entertained. As regards extra items of work or extra quantity of any items besides estimated amount A written order must be obtained from the responsible Officer of Nuapada NAC and rates settled before the work is taken up. Tender shall be abiding by the O.P.W.D safety code rule introduced by Govt, of Orissa of Works Dept. and all supplies will be made as per Orissa standard specification/ relevant IS code.

The contractor will be abiding by the fair wages clause as introduced by the Govt. The contractor should arrange at his own cost necessary tool and plants such as pumps, vibrator, and Paver finisher. Tar boiler, concrete mixture etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such plants and cost of consumable.

The work of road metal and gravel will be measured in boxes of size 1.5m x 1.5m x 0.5m to be measured as 1.5mx 1.5m x 0.44m packed stacks percentage of void should be determined on actual observation and void deducted accordingly.

13. **The contractor must concurrent that 3 years of defect liability period and maintenance period of the constructed roads to ensure qualitative work & good condition of road for at least 3 years period. In addition to that 10% Security Deposit (2% towards initial from running or final bill amount to cover the maintenance period of the roads), which shall be released to the executing agency @2% at the end of 1" year after completion of the road, @3% at the end of 2nd year after completion of the road and @5% at the end of 3rd year after completion of the road. In case the executing agency fails to maintain the road properly during the above mentioned three years period, the ULB will incur expenditure and maintain the road at the cost and risk of the Executing Agency and the entire expenditure. So incurred by the ULB will be recovered from the 10% security deposit available with the ULB, apart from blacklisting of the contractor.**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF  
TENDERER OR ABANDONMENT OF WORK BY THE TENDERER**

- |   |                                                                                                                                  |        |
|---|----------------------------------------------------------------------------------------------------------------------------------|--------|
| 1 | Is the tenderer currently involved in any litigation relating to the works. If yes, give details                                 | Yes/No |
|   |                                                                                                                                  |        |
| 2 | Has the tenderer or any of its constituent partners been debarred expelled by any agency in India during the last 5 years.       | Yes/No |
|   |                                                                                                                                  |        |
| 3 | Has the tenderer or any of its constituent partners failed to perform on any contract work in Nuapada NAC. If yes, give details. | Yes/No |

**Note**

If any information in this Appendix is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of the Tenderer

## **APPENDIX-B**

### **AFFIDAVIT**

1. Sri ..... aged about..... years, Son / daughter / wife of Sri ..... at present residing .....PO .....Dist..... PIN..... do hereby solemnly affirm as follows.

2. That I / We possess valid license for execution of work contract issued by ..... and valid up to..... I am submitting tenders before Nuapada NAC for execution of .....in response to tender call notice No .....Dtd .....

3. That I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.

4. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before Nuapada NAC including EMD in any shape is all authentic and Bonafide documents in the eyes of law of land.

5. I hereby declare that in case the authority of NAC Nuapada rejects my submitted tender application, with or without assigning any reason I shall not claim any compensation nor challenge the decision before any court of law or other jurisdiction.

Signature of the Tenderer /  
Authorised Signature

**Certificate of No Relationship Certificate**

I/We hereby certify that I/ We am/are related / not related to any officer of the Nuapada NAC in the rank of Asst Engineer or above. I/We am/are that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD and ISD and I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of Contractor

1. Address for Correspondence

Phone No

Alternative phone No

2. Permanent Native Address

Village .....

Post .....Dist.....

PIN.....

Signature of the Contractor