

# **TENDER FORM**

**ASSISTANT DIRECTOR**

**OF**

**SERICULTURE, CHANDRAGIRI, GAJAPATI .**

**INSTALLATION OF G.I WIREMESH FENCING BARRICADES WITH  
ANGLERS AROUND MULBERRY BENEFICIARY FIELD OF  
CHANDRAGIRI, GAJAPATI, ODISHA.**

- |                                      |                              |
|--------------------------------------|------------------------------|
| ❖ Tender call notice No.             | 158, Dated 07.02.2019        |
| ❖ Time of Completion of Construction | 3 Months from Notification   |
| ❖ Cost of tender paper               | Rs.4000 + VAT @5% Rs.200/-   |
| ❖ EMD                                | Rs.50000/-                   |
| ❖ Date of Sale /Downloading          | Dtd 08.02.2019 to 18.02.2019 |
| ❖ Date of Receipt                    | Dtd 18.02.2019 at 3:30 PM    |
| ❖ Date of Opening                    | Dtd 18.02.2019 at 4.00 PM    |
| ❖ MR No & Date                       |                              |
| ❖ Issued To                          | M/s                          |

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## SL. NO. SUBJECT

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**OFFICE OF THE ASSISTANT DIRECTOR OF SERICULTURE, CHANDRAGIRI, GAJAPATI**

Ph. No. 06816 -257490

Email.Id : adschandragiri.gmail.com

**TENDER CALL NOTICE**

Notice No

158

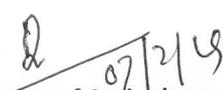
Date.

7/2/19

Sealed Tender in Conformity with technical specification, terms & conditions in Tender documents are invited from contractors 'C' Class above for construction of "Civil works" at different works in Odisha. For details please visit our website [www.diogjp@nic.in](http://www.diogjp@nic.in). The detail Tender documents will be available in the office of undersigned from 12.02.2019 to 18.02.2019 upto 1.00 PM on payment for Tender paper cost + GST @ 5% per set or else the documents can be downloaded from our website and the documents should be enclosed. Form cost + VAT 5% with DD in favour of "ASSISTANT DIRECTOR OF SERICULTURE, CHANDRAGIRI, GAJAPATI" of any nationalized bank payable at CHANDRAGIRI. The Tenderer must submit the drawings/Designs of the said work. The last date of submission of Tender documents is 18.02.2019 upto 3.30 PM. Tender will be opened on 18.02.2019 at 4.00 PM. The undersigned reserves the right to accept / reject any / all application(s) at any stage without citing any reason thereof.

  
 Asst. Director of Sericulture  
 Chandragiri

Sl. No.	Name of the work	Estimated cost (in Rs.) (Approx)	Cost of Tender paper + 5% GST	EMD 1%	Time of completion	Class of Contractor
1	Installation of Wiremesh fencing around Mulberry Plantation Field of beneficiaries of Sericulture at Chandragiri, Gajapati	50,00,000/-	4000 + 200	50000/-	3 months	'C' and above

  
 Asst. Director of Sericulture  
 Chandragiri

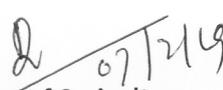
Memo No.

159

Date.

7/2/19

Copy to the Notice Board for display

  
 Asst. Director of Sericulture  
 Chandragiri

Memo No.

160

Date.

7/2/19

Copy to the NIC, Gajapati, Paralkhemundi for uploading the tender notice in the official website.

  
 Asst. Director of Sericulture  
 Chandragiri

**ASSISTANT DIRECTOR**  
**OF**  
**SERICULTURE,CHANDRAGIRI,GAJAPATI,ODISHA.**

**DISCLAIMER**

The information contained in this Tender (“Tender”) or subsequently provided to **Tenderer(s)**, in any other form by or on behalf of A.D.S,Chandragiri or any of their employees is provided to Tenderer (s) on the terms and conditions set out in this Tender . The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender .The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. A.D.S,Chandragiri its employees make no representation or warranty and shall have no liability to any person, including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise. A.D.S,Chandragiri also accepts no liability of any nature whether resulting from negligence or otherwise. The issue of this Tender does not imply that A.D.S,Chandragiri is bound to select a Tenderer or to appoint the Preferred Tenderer. A.D.S,Chandragiri may in its absolute discretion reserves the right to reject, cancel, terminate, change or modify all or any of the Tenderers or Bids at any time without assigning any reason whatsoever or providing any notice and without accepting any liability for the same . The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any physical verification, demonstrations or presentations which may be required by A.D.S,Chandragiri or any other costs incurred in connection with or relating to its tender All such costs and expenses will remain with the Tenderer and A.D.S,Chandragiri shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer regardless of the conduct or outcome of the Tendering Process. Submission of proposal by the Tenderer shall be deemed to have been done after careful study and examination of the document. The response should be full and complete in all respects. Incomplete or partial response is liable to be rejected. The terms in the following categories are used interchangeably and their derivatives are synonymous within each category:

- (a) Tenderer, Bidder ,Company, Agency, Supplier, Producer, etc
- (b) OFFICE, A.D.S,Chandragiri
- (c) EoI,Tender ,IFB,Tender, Application, Bid, Proposal.

## **OBTAINING OF TENDER DOCUMENTS**

1. The tender documents can be obtained by the tenderer from the official District NIC, Website [www.diogjp@nic.in](http://www.diogjp@nic.in) within the schedule date of sale of tender paper or from the Corporate office of the A.D.S, Chandragiri in person during office hour on all working days during the period mentioned in tender call notice on payment of cost of tender specification (Non-refundable) in finance wings in shape of bank draft in favour of "A.D.S, Chandragiri", payable at Chandragiri. Interested tenderer may also obtain the tender documents by Regd. Post / Speed post on payment of an extra amount of Rs.200.00 for each set over the prescribed cost of tender documents. The authority will not be held responsible for any postal delay / or any other delay in delivery of documents or non-receipt of same.
- 2) In case of tender specification downloaded from the official District NIC, web site [www.diogjp@nic.in](http://www.diogjp@nic.in) the tenderer should submit alongwith the tender the required cost of tender specification as prescribed in the form of Demand Draft / Bankers cheque drawn within the scheduled period of sale and in case of any discrepancy found in the tender specification submitted by the tenderer, the tender uploaded by the A.D.S, Chandragiri will be treated as valid and any change found in the tender specification submitted by the tenderer at any stage will be treated as a fraud and such tenders will be liable for rejection, as the case may be and appropriate action will be taken against the tenderer.
- 3) **The sale and receipt of the tender documents shall start and close as indicated in tender call notice on official working hours only.** Tender shall be received in the Head Office at Chandragiri, Gajapati, Odisha.. The tenders received after due date and time will be rejected. It is the responsibility of the tenderer to purchase the tender documents in time, so as to be able to submit the same within the stipulated date and time.
- 4) If the office happens to be closed on last date of sale, receipt of the tender or on the opening date, the date of sale / receipt / date of opening of tenders will be shifted to the next working days chronologically.
- 5) Other details can be seen in the tender documents.
- 6) The authority reserves the right to reject all or any of the tenders without assigning any reason thereof.

**Asst. Director of Sericulture  
Chandragiri**

1. The tenderers are requested to go through the detail of tender specification and fully acquaint themselves to all the conditions and matters before quoting. Should a tenderer find any discrepancies or omissions from the specification or other documents, or be in doubt as to their meaning, he should at once intimate the authority and obtain clarification in writing. This, however, does not entitle the tenderer to ask for time beyond the due date fixed for receipt of tenders.
2. Incomplete, conditional offer, offer containing vague and indefinite expression such as "subject to immediate acceptance", "authorised to participate", "authorized to sales and service" etc will not be considered.
3. The tenderer has to quote in the prescribed price bid format. Quoting in any other manner will not be entertained.
4. The tenderers should not write their name or any other information on the body of the sealed envelope.
5. Tenders with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
6. Tender received Telegraphically or by Fax or by E-mail, etc shall not be accepted in any circumstances and the same will be rejected.
7. A.D.S,Chandragiri takes no responsibility for any loss of documents/delay/non-receipt of tender specification / tender sent by post or by any other arrangement.
8. Tenders received after due date & time will not be considered.
9. No post tender correspondence by the participated firm/agency will be entertained.
10. The tenderers are requested to quote their rate in percentage rate basis, both in words and figures. In case of any discrepancy between words and figures, the rate mentioned in words will be considered.
11. All documents pertaining to specification, schedule, notices, correspondences and any other writing shall be written in ENGLISH language and dimension and technical parameters should be in METRIC unit only.
12. While tenders are under consideration, tenderers and their representatives or other interested parties are requested to refrain from interfering the evaluation process by any means. A.D.S,Chandragiri , if necessary will obtain clarification by requesting such information from any or all the tenderers either in writing or through personal contact, which may be necessary.
13. The tender shall be accompanied with 1% of the estimated cost as Earnest Money. for which he is Tendering .Please refer clause No. 4 of Section-III for detail about **EMD**.
14. The offer should valid for a period of **60 days** from the date of opening of tender, failing which the tender will be liable for rejection.
15. The rate quoted should be FIRM and in Indian Rupees. The detail regarding quoting of price are indicated in clause No. 10 of Section-III.
16. Successful tenderer will require to furnish a initial **Security Deposit of 1% of the contract value** towards Security Deposit from any Nationalized Bank. The details regarding Composite Bank Guarantee are indicated in clause No. 2 (a) & (b) of Section-III.
17. i) **The tender document must be accompanied by the following documents failing which the offer will be out-rightly rejected.**

- a) Proof of purchase of tender documents (Photo copy of money receipt to be enclosed), if purchased from A.D.S,Chandragiri, or Cost of tender specification in shape of demand draft from any Nationalised bank in favour of “**ASSISTANT DIRECTOR OF SERICULTURE,CHANDRAGIRI,GAJAPATI**, payable at ‘**CHANDRAGIRI**’, if the tender documents are downloaded from A.D.S,Chandragiri website on or before the schedule date of purchase.
  - b) Requisite **EMD** in shape of bank draft in favour of “**ASSISTANT DIRECTOR OF SERICULTURE,CHANDRAGIRI,GAJAPATI**,
  - c) Copy of Income Tax / PAN card.
  - d) Affidavit about the authentication of tender documents executed in the court of law / Notary
  - e) Tender specification duly filled in and signed in each page
  - f) No relation certificate.
  - g) Affidavit that Tenderer is not black listed/debarred by any Central /State Govt or Central/State agencies, PSU etc .
  - ii) Any other documents required in connection with tender to be submitted
18. **Submission of tender** : Tender shall be submitted in plane envelopes and shall be superscribed “**Tender Call Notice for Installation of \_\_\_\_\_** at Beneficiary field of Mulberry farmers of A.D.S,Chandragiri ”. The last date of receipt of tender is up to **03.30PM** of dtd **18.02.2015**. Incomplete / conditional / separate / telegraphic tenders shall not be accepted. The offer in any other mode / Proforma except our prescribed format will not be entertained.
19. The tender will be opened in the office of the A.D.S,Chandragiri in presence/ absence of tenderer or his authorised representative if any on the schedule date & time as specified in the tender notice & subsequent corrigendum if issued.
20. Tenderer must sign in each page of the Tender in acceptance of terms and conditions laid down in the Tender document.
21. The authority reserves the right to alter the designs as per required site condition.
22. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

**ASST.DIRECTOR OF SERICUTLURE  
CHANDRAGIRI**

The Tenderer may participate for civil works in entire nurseries or partly and specify clearly for which he is tendering .The allotment of nurseries for execution of work is the discretion of the Management .

2. **Authority** : The work shall be executed as per estimate with specification. The authority reserves the right to reject any substandard works

3. **Security Deposit-cum-Performance Bank Guarantee** :

a) The successful tenderer has to deposit 1% of the contract value before signing of agreement in any of the following manners:

i) Demand Draft / Bankers' Cheque from any nationalized bank in favour of "A.D.S,Chandragiri", payable at Chandragiri.

4. (a) **EMD**: The tenders must accompany **Earnest money** in shape of Bank Draft from any nationalized bank in favour of "A.D.S,Chandragiri, payable at Bhubaneswar. The tenders without Earnest Money shall be rejected unless otherwise exempted by competent authority. No interest shall be paid on Earnest Money.

b) The Earnest Money will be retained in case of successful tenderer, which will be returned after signing of agreement and furnishing of security deposit. The Earnest Money will be refunded to the unsuccessful tenderers after award of the contract and signing of agreement by the successful tenderer.

c) The Earnest Money deposit is liable to be forfeited if the tenderer backs out from the offer before acceptance of the tender by the competent authority.

d) The EMD of the successful tenderer / tenderers will be forfeited, if he / they fail to execute the order.

e) Exemption of Earnest money deposit to the A.D.S,Chandragiri will be allowed as per Govt. rule as applicable from time to time, subject to submission of required documents

5. **Period of Contract** : The work is to be completed in all respect within 03 (two ) months from the date of agreement. Tenderer, whose tender is accepted, must submit a programme of work indicating the timing for all the activities in the works within 3 (three) days of issue of work order for approval of A.D.S,Chandragiri. The period of completion is fixed and cannot be altered except in case of exceptional circumstances.

6. **Terms of Payments** : The bills are to be submitted to the A.D.S,Chandragiri for detail verification and the terms of payment will be as follows.

i) No running bills are allowed except the final bill.

ii) In case of building one running bill (After slab casting) and final bill after completion will be paid.

iii) Income tax, works contract tax, surcharges and any other statutory deductions etc. prevailing at the time of payment shall be deducted at source from each of the bills.

7. **Paying officer** : A.D.S,Chandragiri

8. **Penalty for delay in execution** : If the work will not be completed / finished as per the progress programme within the stipulated completion period, compensation for an amount equal to ½% of the entire ordered amount per week of delay and part thereof subjected to maximum 10% of contract value shall be imposed. If the period of delay from the stipulated date of completion and the compensation amount exceeds 10% of the work order values, the A.D.S,Chandragiri reserves the right to cancel the work order and sole discretion to execute the work on his own accord.

9. Tenderer is required to go through each clause of P.W.D. Form F-2 carefully in addition to the clauses mentioned herein before tendering.

10. a) The rates and price in the tender shall cover all taxes viz central sales tax, GST, octroi, any other local taxes, ferry, toll gate charges, royalties and any other charges but exclusive of service tax. The contractor shall produce necessary receipts in support of payment of royalty and taxes for the materials supplied by him / them for the work falling which royalty, taxes as applicable will be deducted from their bills. In this respect tenderer should give an under taking that, the rates quoted by him are inclusive of all above taxes, royalties on finished work.
  - b) The tenderer must quote the price in the prescribed price bid format only. No other mode of price bid will be entertained and the offer will not be considered.
  - c) No claim shall be entertained against the department on account of any increase in price of materials during the course of execution of works or after tendering for this work
11. The tender containing extraneous conditions not covered by the tender notice, shall be liable for rejection and quotations should be strictly in accordance with the items mentioned in the tender call notice. Any change in the wording will not be accepted.
    - a) Each Tenderer shall submit only one tender for one work. In case multiple tender for one work is received the bidder shall be disqualified from the tender process
    - b) The intending tenderer shall bear all cost associated with the preparation and submission of his tender and employer will in no case be responsible and liable for those cost
12. A schedule of quantity accompanies the tender notice. It shall be definitely understood that the A.D.S, Chandragiri do not accept any responsibility for the correctness or omission, deductions or additions as set forth in the conditions of contract. Such omissions, deductions, additions or alternation shall in no way invalidate the contract and no claim for any extra monetary compensation will be entertained on this account except grant of extension of time where considered necessary with or without penalty.
13. Every tenderer is expected and 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 in-quarries, rates of materials and labour, medical aid, labour and food stuff, royalty, octroi, cess and other taxes and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted Labour rates and materials with taxes, octroi and other duties, lead lifts, loading and unloading, freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorised sub-ordinates. After acceptance of the contract rates, A.D.S, Chandragiri will not pay any extra charges for any reason, in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors.
14. The tender may not, at the discretion of the competent authority, be considered unless accompanied by attested true copies of the Sales Tax clearance / non-assessment certificate as the case may be and the original certificates are to be produced before the A.D.S, Chandragiri at the time of opening of the tender.
  15. Tenderers are required to abide by the minimum wages clause, as introduced by Govt. of Odisha and revised from time to time.
  16. The contractor should be liable to fully indemnify the Deptt. for payment of compensation under Workmen Compensation Act. VII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

17. The tenderer shall have to abide by the prevailing safety codes / rules and practices and revisions thereto from time to time.
18. After the work is finished, all surplus materials should be removed from the site of work. Preliminary works such as vats, mixing platforms etc should be dismantled and all materials removed from the site and premises shall be left neat and this should be inclusive in the rate.
19. No part of the contract shall be sublet without written permission of the concerned Engineer in-Charge nor any transfer is made by the power of attorney authorizing others to receive payment on the contractor's behalf.
20. If further necessary information is required, the Engineer-in-Charge will furnish such, but it must be clearly understood that tenders must be received in order and according to instruction.
21. i) **No Relation Certificate:** The Contractor should have to furnish a certificate along with the tender to the effect that he is not related to any Officer in the rank of Assistant Director and above in the department of Handloom Textiles, & Handicraft in the prescribed format. If it is subsequently proved to be false, the contract will be rescinded, the earnest money and the total security will be forfeited and he shall be liable to make good, the loss or damages resulting from such cancellation to A.D.S, Chandragiri
22. **Agreement:** The successful agency will be required to execute an Agreement on a non-judicial stamp paper worth as applicable as per Odisha Stamp Duty Act for the contract with the A.D.S, Chandragiri within 15 days of acceptance of order before execution of the work, failing which the order will be treated as cancelled.
23. a) The A.D.S, Chandragiri has full power to require the removal of all materials from the premises which in his opinion are not in accordance with the specification and in case of default, the A.D.S, Chandragiri is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss / damage that may happen or arise to such materials.  
  
b) If in the opinion of the A.D.S, Chandragiri, any of the work had been executed with improper materials or defective workmanship, the contractor, when required by the A.D.S, Chandragiri, forthwith is to re-execute the same and to substitute proper materials and workmanship. In case of default by the contractor in so doing within a week, the A.D.S, Chandragiri have the full power to employ other person to re-execute the work and the cost thereof shall be borne by the contractor.
24. The contractor shall supply sample of all materials proposed to be used for the work for testing and acceptance as may be required by the concerned A.D.S, Chandragiri before procurement.
25. The contractor will be responsible for loss or damage of any departmental materials during transit in the execution of the work due to reasons whatsoever and the cost of such materials will be recovered from the bills at stock issue rate or market rates whichever is higher.
26. If the contractor removes any Government materials supplied to him, from the site of work with a view to dispose off the same dishonestly, he shall be, in addition to any other liability, civil, or criminal arising out of this contract, be liable to pay a penalty equivalent to five times the price of the materials according to the rate

stipulated in the recovery schedule or issue rate of the Division. Penalty so imposed shall be recovered at any time from any sum that may be then or at any time there after become due to the contractor or from his security deposit or from the proceeds of sale thereof.

27. The contractor shall at his own cost arrange required water and Electricity and necessary tools and plants required for the efficient execution of work and required the rate quoted should be inclusive of the running charges of such tools and plant and cost of consumables.
28. Price preference on the lowest tender can be allowed to different construction agency /Engineer / Contractor / Physically handicapped as per prevailing government circulars.
29. Under no circumstances any interest is chargeable for the dues or for the additional work executed or final bills pending disposal due to any reasons whatsoever.
30. No compensation for any damage done by rains or by similar action during execution of work will be paid extra to the contractor.
31. The contractor should abide by the clause for deduction of Income Tax at source under section 194C of Income Tax Act. 1961. Deduction from payment to contractor and subcontractor introduced by the Govt. of India. Ministry of finance vide their No. 275/1/72-I.T.U. dated 29.05.72 and accordingly to the percentage and sum deduction will be made from the bill of the contractor as per rule.
32. All taxes as applicable under rule shall be deducted towards Tax deducted at source from contractor's payment.
33. Royalty of materials at the rates prevalent as per Govt. Circulars and as revised from time to time will be recovered from the bill of the contractor unless 'K' Form authenticated by concerned revenue authority in support of payment of royalty on procurement of materials is produced.
34. The plans specifications and scope for the work can be seen in the office of A.D.S,Chandragiri during any working days.
35. All reinforced cement concrete works should confirm to Odisha detailed standard specifications, I.R.C. and I.S.I codes.
36. The department will have the right to inspect the site work and can reject partly or fully such structures, if found defective in their opinion.
37. Concrete should be machine mixed unless otherwise ordered in writing by the A.D.S,Chandragiri. The contractor should arrange his own concrete mixer, vibrators pumps etc for the purpose, at his own cost.
38. **Jurisdiction of court** : Suits, if any, arising out the contract shall be filed by either party in court of law to which the jurisdiction of Chandragiri only .
39. The Tenderer should note that the tender form should be submitted in plane envelope with address of works and contractor's with Telephone Number.40.  
**Tender Document Cost (TDC)**

40. The tender document (non-transferable) can be obtained by the prospective bidder on sending request vide Email (adschandragiri@gmail.com ) OR vide letter addressed to ADS(Chandragiri),Assistant Director of Sericulture, Chandragiri, Pin-761017 Dist: Gajapati, Odisha, INDIA on payment (Non-refundable) of Rs. 4200/- (Rupees Four thousand two hundred only ), by a Crossed Demand Draft,

drawn on any Nationalized Bank or in SBI,R.Udayagiri with IFSC-SBIN0002113 with Branch code 2113 in favour of Assistant Director of Sericulture (Chandragiri). Pin-761017, Dist-Gajapti (Branch code 2113). Alternatively payment can be done directly to ADS's (Chandragiri) account as per details given in ... (.....) above so as to reach us three days prior to scheduled date of closure of e tendering event.

41. The tender documents shall be issued free of cost to company/ units registered with MSME/ National Small Industries Corporation/ Director of Industries of State, Cottage Industries approved by the State Authority or any other entity as may be specified by Govt. guidelines from time to time after ensuring that the approval pertains to the class of item/ works for which tender is floated. In case of Government of Odisha, tender documents shall be issued free of cost subject to approval of our Competent Authority.
42. The tender shall be issued to the bidder in his own name and shall not be issued to the agents. The tender papers are not transferable. Issuance of Tender Documents will not be construed to mean that the bidders would be automatically considered by Assistant Director of Sericulture (Chandragiri).

**43. Earnest Money Deposit:**

1. Earnest Money Deposit (EMD) is a deposit received from the tenderers in token of their earnestness in submitting their offer to undertake the supplies/ works/ services/ consultancy contracts and conclude a contract if entrusted to them on the basis of their tender.
2. For the present tender the amount of EMD to be submitted is mentioned in page no 1 No interest shall be paid on EMD.
3. Offers received without EMD shall be summarily rejected except for the bidders for whom provision for exemption is provided in the tender.
4. EMD is to be submitted as per page No (1) above. EMD can also be remitted by way of Demand Draft/ Bankers cheque drawn in Favour of Assistant Director of Sericulture (Chandragiri). payable on SBI,R.Udaygiri,Gajapati ,IFSC-SBIN0002113 A/c of, Assistant Director of Sericulture (Chandragiri)., Dist-Gajapati (Branch code 2113).
5. EMD can also be submitted in the form of an irrevocable and confirmed Bank Guarantee valid for **120 days** from the date of opening of the bid. The Bank Guarantee shall be from State Bank of India including its subsidiaries or any Nationalized Bank or a Scheduled Bank authorized by Reserve Bank of India to issue such Bank Guarantee on a non-judicial stamp paper of value of Rs.200/- (Rupees Two Hundred Only). The stamp paper shall be purchased in the name of the Bank. The BG is to be submitted strictly as per Format-I of Annexure enclosed with this tender document. The Bank Guarantee for EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from Assistant Director of Sericulture (Chandragiri), Dist-Gajapti Pin-761017. Further, the genuineness of the BG's shall be checked from the issuing bank by us.
6. **Exemption from payment of EMD:**  
Public Sector Undertakings, State Government Undertakings are exempted from payment of EMD subject to approval of our Competent Authority. MSME/Small Scale Industries (SSI) with current valid registration with State or Central Govt. are also exempted from payment of EMD (after ensuring that the registration in case of SSI) pertains to the class of items/ stores/ works for which the tender is floated) subject to approval of our Competent Authority.

In case bidder seeks exemption from payment of the EMD as per tender provision, necessary documents is to Emailed to [adschandragiri@gmail.com](mailto:adschandragiri@gmail.com) or sent vide Post addressed to Assistant Director of Sericulture (Chandragiri),

Dist-Gajapti, so as to reach us well before the closure date of e tendering event failing which ADS (Chandragiri) reserves the right to reject the tender/ forbid from participation in the e tender.

7. The earnest money shall be dealt with as follows:
  - 1) In case of unsuccessful tenderer it shall be returned without any interest within 30 days after finalization of order or such extended time as mutually agreed upon, on production of original Money Receipt, if any, issued by Assistant Director of Sericulture (Chandragiri),.
  - 2) In case of successful bidder (successful tenderer), it shall be adjusted without interest as Security Deposit if EMD is deposited by way of demand draft. If EMD is submitted by way of bank guarantee the same cannot be as such converted to BG for Security Deposit. It shall be returned on submission of fresh BG towards security deposit.
8. EMD is liable to be forfeited if:
  - a) The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
  - b) The tenderer fails to accept the order when placed or fails to commence supplies/ works after accepting the order.
  - c) In case bidder submits false/ fabricated documents.
  - d) In case bidder fails to submit SD within 30 days of receipt of order.

#### **44. SECURITY DEPOSIT, PERFORMANCE BANK GUARANTEE & RETENTION MONEY**

1. The successful tenderer (referred as successful bidder) is required to furnish Demand draft/ Bankers Cheque or Bank Guarantee as per Format-II of Annexure, in favour of Assistant Director of Sericulture (Chandragiri), Dist-Gajapti Pin-761017, for an amount equivalent to five (5) per cent of the contract value towards Security Deposit (after adjusting EMD amount, if EMD is deposited by way of demand draft/ Bankers Cheque) towards the satisfactory performance of the contract, within 30 (Thirty) days of the receipt of letter of acceptance or commencement of work at site, whichever is earlier. The same is to be forwarded to Assistant Director of Sericulture (Chandragiri), Dist-Gajapti. However, if EMD is submitted in the form of Bank Guarantee, the same shall not be converted to SD BG and as such fresh Bank Guarantee towards Security Deposit is to be submitted
2. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order. Additional amount of SD due to enhancement in scope of work is to be submitted by the successful tenderer.

#### **45. Exemption from payment of SD:**

Public Sector Undertakings, State Government undertakings, MSME/Small Scale Industries with current valid registration with State or Central Government ensuring that the registration (in case of MSE registered with NSIC) pertains to class of items/stores/works for which the tender is floated, may be exempted from payment of SD upto the monetary limit as specified in the registration certificate.

In contract, where payment is made on progressive billing of supply made/ work executed, 5% of the bill value is to be retained at the time of making payment towards rectification/ defective work/ supply made as retention money.

#### **46. SECURITY DEPOSIT & RETENTION MONEY**

The total SD and retention money together towards performance guarantee shall not exceed 10% of contract value.

#### **47. REFUND OF SD & RETENTION MONEY**

- (i) Before releasing SD or retention money in respect of supplies/ works, a "No Due Certificate" shall be issued by A.D.S, Chandragiri duly countersigned by head of the department after ensuring that no amounts are recoverable from the supplier/ contractor.
- (ii) by A.D.S, Chandragiri shall recommend release of SD and retention money after compliance by the contractor towards guarantee/ warranty/ performance guarantee & other related clauses as stipulated in the purchase/ work order and on submission of formal claim by supplier/ contractor.
- (iii) On receipt of "no dues certificate" from by A.D.S, Chandragiri or retention money retained in the form of B.G and/ or cash shall be refunded at the earliest, if the contractor is not liable to pay any money to Assistant Director of Sericulture (Chandragiri), Dist-Gajapati, under any other contract.

#### 48. **FORFEITURE OF SD & RETENTION MONEY**

The SD & retention money shall stand forfeited in favour of ADS (Chandragiri), without any further notice to the contractor in the following circumstances:

- (i) In case of any failure whatsoever on the part of the Supplier/ contractor at any time during performance of his part of the contract including the extended periods of contract, where notice is given and time for rectification allowed.
- (ii) If the Supplier/ contractor indulges at any time in any subletting/ sub-contracting of any portion of the supplies/ works without approval of ADS (Chandragiri).
- (iii) If the Supplier/ contractor abandons the supply /order.

#### 49. **Benefits to Micro & Small Enterprises (MSE's):**

The MSE's registered with National Small Industries Corporation (NSIC) are eligible for the following benefits:

- (a) Issue of tender document free of cost
- (b) Exemption from payment of Earnest Money Deposit
- (c) Waiver of Security Deposit up to the monetary limit for which the unit is registered.
- (d) Price preference up to 15% over the quotation of large scale units.

The MSE's are required to **submit valid Registration Certificate** issued by NSIC along with tender. MSE's claiming the above benefits have to exclusively mention in their offer for consideration by IREL.

1. **Price preference:** Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

2. **Special provisions for Micro and Small Enterprises owned by Scheduled Castes or Scheduled Tribes:**

Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) is earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs. Provided that, in event

of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Scheduled Tribe entrepreneurs shall be met from other Micro and Small Enterprises.

**50. Effect and validity of bid:**

- (i) The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against ADS (Chandragiri) for rejection of his bid.
- (ii) The bid shall be valid for a period of 90 (ninety days) from the date of opening of techno-commercial bids.

**51. RIGHT TO REJECT THE TENDER:**

- (a) ADS (Chandragiri) reserves the right to reject any tenders whatsoever without assigning any reason thereof.
- (b) ADS (Chandragiri). Reserves the right to modify/ add/ reduce the scope, either in whole or in part any of the clauses mentioned herein without assigning any reason thereof .This right includes right of division of the work / bill of quantities among various tenderers to the advantages of ADS (Chandragiri). The tenderers on their part shall accept such part offered by ADS (Chandragiri). The splitting of the quantity amongst more than one tenderer can be in the ratio of 70:30/ 60:40 with the rates offered by the overall lowest bidder.

**52. INSPECTION OF SITE AND OTHER CONDITIONS:**

Once the tenderer submits his bid, the following are fully understood by both the parties (i.e. ADS Chandragiri and the Tenderer) binding on them:

- (a) Before the tenderer submits his offer, the tenderer is deemed to have carefully examined the Technical Specification, General and Special Conditions of Contract and other details relating to tender requirement and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have obtained on his own and independently all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- (b) ADS (Chandragiri) shall not entertain any request for clarifications from the bidders regarding such local conditions. Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the tender document.
- (c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act 2003, Factories Act 1948, Indian Sericulture Act ....., Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time.

**53. NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:**

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of tender, even though ADS (Chandragiri) may elect to withdraw the invitation to tender.

**54. RISK PURCHASE CLAUSE**

After award of the contract, if the tenderer fails to execute the supply as per tender or at any time repudiates the order, ADS (Chandragiri) have the right to forfeit the EMD and invoke the security deposit and execute the order from

other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

**55. RELATED PARTY:**

Bids submitted by related parties in which there seems to be collision are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and /or operating decision.

**56. LEGAL JURISDICTION:**

Without prejudice Civil court of Paralakhemundi, Dist-Gajapati (Odisha) shall have jurisdiction to deal with or to decide any legal issue or dispute whatsoever arising out of this tender.

**In case of any clarifications w.r.t the tender, Email may please be forwarded via Email to [adschandragiri@gmail.com](mailto:adschandragiri@gmail.com)**

**ASST.DIRECTOR OF SERICULTURE**

**CHANDRAGIRI**

**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are related / not related to any officer in the rank of Assistant Director of Sericulture, Chandragiri and above in the department of Handlooms & Textiles,(Odisha). If it is subsequently proved to be false, my / our contract will be rescinded with forfeiture of EMD and security deposit and I/ We shall be liable to make good the loss or damage resulting from such cancellation. I / We also note that, non-submission of this certificate will render my / our tender liable for rejection.

**Signature of the Tenderer with Seal  
Name of the Tenderer**

**(This form should be duly filled up by the tenderer and must be submitted along with the original copy of the offer).**

**ANNEXURE-II**

**DECLARATION FORM**

To,  
**THE ASST.DIRECTOR OF SERICULTURE,CHANDRAGIRI,GAJAPATI,ODISHA**

Sir,

Having examined the above specification together with terms and conditions referred to therein, I/We the undersigned hereby agree to undertake the work if allotted to us in all respects as per the specification and general conditions, at the rates offered by us. Our offer is valid upto 90 days from the date of tender opening.

1. I/ We hereby undertake to have the materials delivered and work to be executed in complete shape within the time specified in this tender.
2. I/ We hereby guarantee the technical particulars given in the tender will be executed skillfully for which, I / We guarantee for successful operation for a period of \_\_\_\_\_ months.
3. I/ We hereby declare that, the tender specification submitted does not contain any addition / alteration / deletion / correction if any shape or manner.
4. I/ We hereby certify that the amount have been deposited towards the cost of the E.M.D./ D.D. No. \_\_\_\_\_, Bank \_\_\_\_\_
  
5. In the event of supply order being decided in my/our favour, I/We agree to furnish the Security deposit-cum-Performance Bank Guarantee in the manner acceptable to OSCDC for a sum as applicable, within 15 (Fifteen) days of issue of Letter of Intent / detail work order / Purchase order and before signing of contract agreement, failing which I/We clearly understand that the said Letter of Intent / the order will be liable to be withdrawn by A.D.S,Chandragiri

Yours faithfully,  
**Signature with Designation and Seal**

**(This form should be duly filled up by the tenderer and must be submitted along with the original copy of the offer).**

My / Our quoted rate is ..... % (both in figure and words)  
excess over / less than / equal to the estimated cost

Tendered amount : Rs -----  
(to be filled in by the tenderer)

In Words ( Rupees \_\_\_\_\_ )

**Signature of the Tenderer**

**INSTRUCTIONS TO TENDERER**

1. Only "Percentage quoted bid" of the bidder shall be considered
2. Percentage quoted by the bidder shall be accurately filed in words and in figure.
3. If any discrepancy is found between words and figure rate quoted in words shall be taken as correct.

4. If any discrepancy is found in the percentage quoted in "percentage excess or less" and "total amount quoted by the bidder" then the percentage shall be taken as correct and accordingly the bid price shall be corrected which would be binding upon the bidder.
5. If the bidder quoted the percentage in excess or less and not supported with the corresponding amount will be treated as "Excess"
6. The bidder shall write the percentage without mentioning excess or less up to one decimal point only. If the bidder writes the percentage up to two or more decimal point the 1st decimal point shall only be considered without rounding off.
7. Where the bidder omitted to quote the percentage either in words or figure the officer opening the bid should record the omission.

**ASST.DIRECTOR OF SERICULTURE,  
CHANDRAGIRI**

**TENDER SCHEDULE**

**Name of the work- INSTALLATION OF WIREMESH FENCING AROUND  
MULBERRY PLANTTION FIELD OF BENEFICIARIES OF  
CHANDRAGIRI,GAJAPATI**

SI No.	Description/Measurements of Materials.	Unit	Qty. Required	Unit Rate	Total Amount
1	Excavation of soil (soft, hard laterite) of excavator levelling dressing of sides etc. complete 0.75m x 0.75.m x0.60m x 80 nos	Cub. Mtr			
2	Sand filling, compaction the excavated trench on before PCC work done with material charges and labour 0.75M x 0.75M x 0.975M x 80nos	Cub. Mtr			
3	Before PCC work (1:3:6) using 40mm size hgb. Chips with missing transporting. Costing & Curing etc. complete. 0.60M x 0.60M x0.075M x 80nos	Cub. Mtr			
4	M15 G F RCC work with 2.0mm size HGB chips with 10mm dia rod @ 2.0Kg per pole for grouting of Angle poles around the beneficiaries land along with materials cost, labour charges, costing and curing etc. Complete (0.35M x 0.35M x 0.450M x 80nos)	Cub. Mtr			
	a ) 10mm rod 2.0Kg Per Pole x 80nos=160KG	KG			
5	Provide to grouting of angle poles in RCC 400MM & 1.75M above RCC costing for fixing of wire mesh along with material cost of labour charges (ISA-50 x 50 x 6 thick x 2.15mtr x 80nos=172.0mtr. x 4.5Kg=774Kg)	KG			
6	Provide to fixing of wire mesh to grouting angle poles with "J" hook type along with materials cost transporting and fixing etc. complete. 40.0Mtr. x 1.75M x 2side=140.0M2 } 232.05M2 x1.3Kg per M2 26.30Mtr. x 1.75M x 2side=92.03M2 =302.25	KG			

My/Our Quoted rate is \_\_\_\_\_ % (both in figure and words) excess/Less than/ equal to the estimated cost.

**Signature of  
the Tenderer**

In Figure Rs. \_\_\_\_\_

In Words (Rupees \_\_\_\_\_)

(to be filled in by the tenderer)

**INSTRUCTIONS TO BIDDER**

- 1) Only "percentage quoted bid" of the bidder shall be considered
- 2) Percentage quoted by the bidder shall be accurately filed in words and in figure.
- 3) If any discrepancy is found between words and figure rate quoted in words shall be taken as correct

- 1) Tender paper received \_\_\_\_\_ sheet.
- 2) Nos. of items Tendered \_\_\_\_\_ items.
- 3) Earnest money deposited in shape of \_\_\_\_\_ for Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_)  
only.
- 4) Over writing and correction attested against concerned items and show page.  
\_\_\_\_\_.
- 5) I.T.C.C./PAN Furnished / Not furnished - \_\_\_\_\_
- 6) S.T.C.C./ GST Furnished / Not furnished - \_\_\_\_\_