

PRANANATH COLLEGE AUTONOMOUS, KHORDHA
MUKUNDAPRASAD, KHORDHA-752057

TENDER CALL NOTICE

Dated.. 26/12/2022

No.Pnc\Mo college\ 523(1)

- 1.Name of Work: Construction of Establishment Office-786.75 sq.ft.
2. Estimated Cost: Varies from 10 lakhs to 13 lakhs
3. Bid security: 10 % of tender value and earnest money 1 % of tender value
4. Period of Completion: 3 months from the date of issue of work order
5. Availability of tender document: from 27.12.2022 to 04.01.23 in college website: www.pncollegeautonomous.in
6. Last date of submission of tender: 04.01.2023 by 5 PM
7. Date of opening of bid documents in the presence of committee: 05.01.2023


26/12/22
Co-ordinator
Mo College (MCAPS)
Prananath College (A) Khordha


Principal 26.12.2022

Prananath College Autonomous, Khordha

Principal
PRANANATH COLLEGE
(Autonomous)
KHORDHA

Terms and Conditions of Contract in Construction of Establishment Office

1. Security Deposit

On acceptance of the tender, the contractor has to deposit 10% of the amount as security money with the department which is inclusive of the earnest money already deposited.

This amount is kept as a check so that the contractor fulfils all terms and conditions of the contract and carries out the work satisfactorily according to the specifications and maintains the progress of the work, and completes the work in time. The security deposit lodged by the contractor shall be refunded to him after the expiry of six months from the date on which the final bill paid.

However, in big projects, security is taken in the form of bank guarantees. Because, if the contractor is required to pay SD in cash, he is bound to include the interest on the amount deposited in his tendered rates or cost. The bank guarantee costs the contractor a small percentage.

2. Compensation for Delay

There is a provision of compensation for delay in conditions of contract in construction. The time allowed for completion of the work in the essence of the contract on the bill of the contractor.

When the work allotted to the contractor remains un-commenced or there is a **delay in completion of the work** or if the progress of the work is not proportionate to the time escaped, then the contractor shall pay as compensation an **amount equal to 1%** or such a small amount as the superintending of delay engineer may decide for each day of delay subject to the maximum of 10% of the tendered amount of the whole work. The decision of the superintending engineer in writing as the quantum of compensation to be levied shall be final.

3.Extension in Time Limit

These conditions of contract in construction are intended to indicate the circumstances under which an extension of the time limit may be granted to the site contractor by the owner.

If the progress of the work is delayed by the owner or by the engineer or by some reason which is beyond the control of the contractor such as strikes, fire, etc. or any other cause which in the opinion of the engineer is justified for the extension, the time of completion shall be suitably extended as decided by the engineer.

It is the contractor's responsibility to report such hindrance to the engineer-in-charge; he can then apply for an extension of time in writing to the engineer in charge within 7 days of the date of completion. The engineer-in-charge may grant such an extension of time on reasonable grounds.

4. Completion Certificate

On completion of the work including removal of surplus materials or any other materials in connection with the work, the contractor shall be furnished with a completion certificate by the engineer-in-charge. The date of completion shall be noted in the measurement book according to the date as certified in the certificate.

5. Payment on Certificate

The contractor shall be entitled to receive monthly payment on bills submitted by him to cost more than Rs. 5000 and duly approved and passed by the engineer in – charge, whose certificate of the sum shall be final and conclusive. But all such intermediate payment shall be regarded as an advance against the final payment and not as payment for work actually done.

6. Work at Night and Holidays

There are conditions of contract in construction that **No Work** shall be done at night, on Sundays, and another holiday without the written permission of the engineer in charge.

7. Inferior Materials and Workmanship

This clause is provided to reject the materials and workmanship which are not conforming to the specifications of the work.

Condemned workmanship shall be rectified repaired or replaced by the contractor for the satisfaction of the engineer in charge.

8. Departmental Materials

When **departmental materials** are issued to a contractor from time to time for the purpose of the contract only at a fixed issue rate as provided in the tender. The value of the full quantity of materials supplied may be deducted from sums then due or thereafter to become due to the contractor under the contract or from the security deposit.

9. Extra Items and Its Payments

A contractor shall carry out the execution of the items which are not covered up under this contract, after obtaining the written order from the engineer-in-charge. Commencement of such work shall not in any way violate the terms and conditions of the original contract.

The engineer-in-charge shall decide and fix the rate of the extra items by comparing and studying the rates of suitable items mentioned in the contractor's tender or by the actual process of rate analysis. No extension of the time limit shall be granted due to the execution of the extra items unless the same is recommended by the engineer-in-charge.

10. Measurement and Payment to Contractor

The measurements of all the Items under this contract shall be decided by the Engineer-in-charge or his representative as per standard practice in accordance with the standard model of measurement of building works (IS 1200).

The contractor shall submit a bill on the printed form on or before the twentieth (20th) of each month of work executed in the previous month. The bill of work shall be prepared as per the rates specified in the tender.

If the contractor has submitted a bill for payment as above, the engineers-in-charge shall, not later than the first month, issue a certificate for payment to the contractor.

The amount payable shall be 90% of the sum obtained by applying tendered rates to actually measured quantities of the approved work completed by the contractor during the preceding month.

11. Commencement of Work According to Drawing and Specifications

All works shall be carried out in accordance with the design, drawings, and specifications, and all materials in every respect shall be in strict accordance with the specifications. The contractor shall be entitled to have access for the purpose of inspection during office hours of all such drawings and specifications and all of such design, drawings as aforesaid.

All materials such as fly ash, cement, rod, vertified tyles, chips, stones, sand, electrical equipments, sanitary materials Asian paints, Putty etc. should be as per CPWD specified standard.

12. Additions and Alterations

The engineer-in-charge reserves the right to make any change in, omission from, any additions or alterations for, the original designs. Drawings, specifications instructions are necessary for the opinion of the engineer-in-charge during the progress of the work and which may be given to him in writing and signed by the engineer-in-charge.

Such charges, omissions, substitutions shall be deemed to have formed as work included in the original tender and the contractor shall be bound to carry out the work. The time of completion shall be extended proportionately by the engineer-in- charge due to above reasons.

13. Subletting

The contract should not sublet or assign work to others without the written approval of the owner. In case the contractor assigns or sublet his contract, or attempt to do so, the owner may, by notice in writing rescind the contract. In the event of Contract shall thereupon forfeit and be absolutely at the disposal of the owner.

In such a case, the owner has full right to take the remedy, take possession of the premises and all the materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. The contractor shall not be eligible for any payment until the work is completed.

If the unpaid balance of the contract price shall exceed the expense of completing the work, such excess shall be paid to the contractor: In case, when expenses or cost of finishing work exceed the unpaid amount balance, the contractor shall pay the difference to the owner. The engineer's certificate as to the expense for finishing the work shall be final.

14. Breach of Contract

In case a contractor fails to carry out work with contractual obligations, the owner must have the right to claim damages for breach of contract. However such damages will not always be an adequate remedy and provision must be made in order to get the work completed.

In case of abandonment of the work owing to bankruptcy or liquidation, serious illness or death of the contractor, or any other cause, the owner shall have the power to adopt any of the following courses as he may deem best suited to his interests.

- i) To rescind the contract.
- ii) To take over and complete the work as an agent of the contractor.

The owner shall have the right to employ labour and supply materials to carry out the work, or any part thereof, debiting the contractor with the cost of the labour and the price of the materials, and crediting him the value of the work done, at the same rates as if it had been carried out by the contractor under the terms of the contract.

The owner shall also have the right to take possession of and use or permit to use or all tools, plant, materials, stores provided by the contractor for the execution of the work, paying or allowing for the

same in accounts at the contract rates or at the current market rates.

The contractor shall not remove tools, plants, materials, etc. from the site without the written permission of the owner. The engineer in charge shall determine the cost of all the work done by the owner acting as an agent for the contractor and in that case, the certificate assigned engineer-in-charge shall be confirmed and conclusive against the contractor.

When the breach of contract is on the part of the owner, the contractor has the right to abandon the work and bring an action for damages.

15. Labour Laws

It is agreed by the contractor that he shall have to respect the provision of the labour laws which are in force from time to time and the contractor shall be responsible for all claims, compensations, etc, occurring under the provision of such labour laws.

The works on behalf of the Architect and the contractor is supposed to give him full co-operation and assistance to perform his duty well.

The clerk of works shall be a qualified competent person to the satisfaction of the Architect or Engineer. He shall be appointed and paid regularly by the owner as per the recommendation of the architect. The contractor shall afford every facility and assistance to the clerk of works for inspecting the works and materials for checking and measuring time and materials.

19. Compensation in Case of Bad Work

If any work is found to have been executed by the contractor with unsound, imperfect, or unskilful workmanship or with inferior materials, or it is not in accordance with the contract, the contractor shall make good the defects in work at his own expenses and remove the materials or articles complained in writing by the Engineer-in-charge.

If the contractor fails to do so, within a period as specified by the engineer in charge the contractor shall be liable to pay compensation at the rate of one percent per day up to a maximum of 10% of the amount of the estimate. If the contractor fails to rectify the defects or remove and replace the defective materials the same may be done at risk and cost of the contractor.

20. Maintenance Period

The contractor shall be responsible for any damage or any defects noticed within the prescribed maintenance period of 3 months (6 months in case of road work). The work shall as soon as practicable after the expiration of the maintenance period be handed over to the engineer-in-charge in good and perfect condition.

if any damages, defects, imperfections become apparent in it from the armed date of commencement until the end of the maintenance period, the contractor shall make good same at his own expenses, or in default, the engineer in charge shall be entitled to carry out such work by other workmen and deduct the expense from any sums that be due to the contractor or from his security deposit.

The security deposit of the contractor shall not be refunded before the expiry of the maintenance period or till the final bill has been prepared and passed whichever is later.

s/d
Principal

FORM OF TENDER

To,

The Principal,
Prananath College Autonomous, Khordha

Sir,

I/ We have read and examined the following documents relating to the construction of

- i. Notice inviting tender. ii. Conditions to renderers iii. Condition of contract for Civil Works.
iv. Relevant drawings v. Specifications.

I/We_____ (full name in capital letters, starting with surname), the Proprietor/ Managing Partner/ Managing Director/ Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer to

.....
.....
.....

..... Referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates sent herewith and signed by me/ us" (strike out the portions which are not applicable).

- ii. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work."

- iii. I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects. * At the rates entered in the aforesaid Bill of Quantities and Rates. 3. According to your requirements for payment of Earnest Money amounting to Rs._____/ -
Rs._____)

- iv. I/We have deposited the amount through online payment gateways or in cash in college counter vide receipt number

- v. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing.

- vi. I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Committee

- vii. I/We agree that the College shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if. a. I/We fail to keep the tender open as aforesaid. b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so. c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
- viii. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
- ix. I/We further agree that, I/we are registered civil engineer/contractor/firm .
- x. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the College for any such losses or inconvenience caused to the College in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is with-drawn by the College,"

Yours faithfully,

AGREEMENT FORM

Tender / Quotation No.PNC/MO College/ dated 20...

Works Committee/College Level Committee Resolution No.

CONTRACT FOR THE WORKS

.....

.....This agreement made this day

of Two thousand

..... Between .

.....

..... inhabitants of

carrying on business at

..... in under the style and

name of Messrs

(Hereinafter called "the contractor of the one part and Shri

..... the

Principal,Prananath College Autonomous,Khordha ,the second part WHEREAS the

contractor has tendered for the construction, completion and maintenance of the works

described above and his tender has been accepted by the Principal (with the approval of

Works Committee/College Level Committee)

WITNESSES

1. Signature of 1st party

2. Signature of 2nd party

CERTIFICATE

Certified that the contents of this Agreement has been typed as per my dictation and I have read over the same and explained to both the parties in Oriya and admitting to be correct and they put their signature on this agreement in my presence.

Advocate

The above named executants being identified by
Advocate,Khordha on day of in the year 20 at about a.m./p.m.

Solemnly affirm that the contents of this agreement are true to the best of their knowledge and they signed this Agreement, hence this Agreement contained 2 pages authenticated.



