



T-01/01

(2017 – 18)

**OFFICE OF THE
DIRECTOR OF PHYSICAL PLANTS,
O.U.A.T., BHUBANESWAR – 751003**

DETAILED TENDER CALL NOTICE

(TO BE FILLED UP BY THE TENDERER)

(MANDATORY TO FILL-UP)

SOLD TO Sri / Smt. M/s. : _____

Present Address : _____ **Permanent Address** _____

PAN No. _____ **GSTIN** _____ **/ Mob. No.** _____

Name of the work tender for: **Conversion of L.T. Bare Conductor to L.T. XLPE AB Cable along renovation of existing 250 KVA 11/0.4 KV Sub-Station inside the Campus of College of Veterinary Science & Animal Husbandry, OUAT Bhubaneswar.**

Sold on payment of **Rs 6000.00 in words (Rupees Six thousand only)** in shape of B.D. Vide Money Receipt No. _____/ Dt. _____.

I/c Director of Physical Plants.

- 1) Name of the division :- D.P.P, OUAT, Bhubaneswar
- 2) Name of the work :- Conversion of L.T. Bare Conductor to L.T. XLPE AB Cable along renovation of existing 250 KVA 11/0.4 KV Sub-Station inside the Campus of College of Veterinary Science & Animal Husbandry, OUAT Bhubaneswar.
- 3) Approximate cost :- **Rs 10,20,865.00**
- 4) EMD 1% of estimated cost :- **Rs. 10,300.00**
- 5) Stipulated time for completion :- **03 (Three) Months**
- 6) Cost of tender paper :- **Rs. 6000/-**
- 7) Last date of sale of Tender paper :- Dt. 08.03.2018 upto 11.30 A.M.
- 8) Last date of Receipt of Tender paper :- Dt. 08.03.2018 upto 1.30 PM.
- 9) Date of opening of tender :- Dt. 08.03.2018 at 3.30 PM.
- 10) Class of Contractor :- **"HT"**

Under taking by the contractor

I do hereby undertake to abide the terms & conditions as stated in the DTCN & the conditions of the contract.

Sign of tenderer

To be filled up by the Tenderer

- 1) Name of the work :- _____

- 2) Total tender amount :- _____% (_____) percent LESS/EXCESS on the estimated cost put to tender.
- 3) EMD deposited in shape of : - _____ Rs. _____ (Pledge or non pledge)
In words (Rupees _____)
- 4) Total no of Correction _____ / Over Writing _____ / Interpolation _____

Sign of tenderer

I/c Director of Physical plants

OFFICE OF THE DIRECTOR OF PHYSICAL PLANTS

O.U.A.T., BHUBANESWAR

DETAILED TENDER CALL NOTICE

1. Sealed tenders from the registered Electrical “HT” contractors in prescribed form to be eventually drawn in OUAT. Form P-1 and will be received by the director of Physical Plants, OUAT, Bhubaneswar upto dated for the work **Conversion of L.T. Bare Conductor to L.T. XLPE AB Cable along renovation of existing 250 KVA 11/0.4 KV Sub-Station inside the Campus of College of Veterinary Science & Animal Husbandry, OUAT Bhubaneswar** and will be opened by the Director of Physical Plant in the presence of the tenders or their authorized agents at on dated. The amount of estimate is approximately Rs.

2. Tenderers and required to furnish with the Tender Paper earnest money 1% of the estimated amount i.e. Rs. In shape of NSC/KVP/POTD/STDR duly pledged in favour of DPP, OUAT.

The earnest money will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in OPWD Code and the same will be retained in case of the successful tenderers.

3. (a) The plan and specifications for the work can be seen at the office of the Director of Physical Plants, OUAT during working hours. Complaints at a future date that the plan and specifications have not been seen can not be entertained. The Contractor may obtain a set of tender documents for the work from the Office of Director of Physical Plants, OUAT on payment of Rs. (Rupees) for the tender papers. This amount of the tenderer and the name of the work are to be noted on the cover.

(b) All other information can be obtained on application to the Director of Physical Plants, OUAT, Bhubaneswar.

(c) The intending tenderers may remit the cost of tender papers through postal money order. However, the department will not be held responsible if there is any delay in receipt of tender documents by the intending contractors sent by the deptt. through registered post and similarly if the tender documents sent by the intending contractors through registered post do not reach in the DPP Office by the scheduled date and time, their offers will not be considered on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of registration fees to and fro will be born by the intending tenderers.

5. Authority accepting the tender reserves the right to reject any or all the tenders received without assigning any reasons there of.

6. The security deposit, together with the earnest money and the amount withheld according to the provisions of P-1 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until, the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the OUAT shall be the foundation rights of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officers authorized to enter into the contract of behalf of the OUAT. The OUAT will accept the security deposit in the form as stated above. In case of tenderers who have made fixed deposits action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

7. The percentage rates should be quoted in words and figures. In case of discrepancy between words and figures, the rates in words shall prevail. The rates should be quoted in Rupees and paise, but not in rupees and annas. The tender shall be written legibly and free from erasures, over writings or conversion of figures. Corrections where unavoidable should be made by scoring out initialing dating and rewriting.

8. The contractors shall be responsible for payment of all royalties, all other charges for quarrying materials. All local taxes inclusive of state VAT & Income Tax, Ferry & Tollage charges and Octroi Taxes /CESS are to be paid by Contractor.

9. The tender may not, at the discretion of the competent authority be considered unless accompanied by attested copies of VAT Clearance certificates, PAN Card, as the case may be and the original certificate produced before the Director of Physical Plants, OUAT at the time of opening of the tender.

10. If the contract removes any materials or stock so supplied to him from the site of work with a view to disposing off the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials of stock according to the stipulate rates and the penalty so imposed shall be recovered from any sum that may then or at any time thereafter become due to the contractor or from his security or from the proceeds of sales thereof.

11. The contractor should be fully liable to indemnify the department for payment of any compensation under 'workmen' compensation Act, VIII of 1923, on account of the workman being employed by him and the full amount of compensation paid will be recovered from the contractor.

12. Every tenderer must examine the detailed specification of work before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the OUAT do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or additions or deductions and such omissions, deductions, shall in no case invalidate the contract and no extra monetary compensation will be entertained.

13. The following materials will be supplied by the University to the contractor at OUAT godown at _____ at the rates inclusive of storage charges as noted against each. After issue, it will be contractors responsibility for safe custody and upkeep of materials. He has also to bear all incidental charges such as transportation, storage, handling and return of empty cement bags and empty paint drums at the issuing stores. His rate quoted for the work is to be inclusive of all such charges.

- a) Cement bags @ Rs. _____ (Rupees
) per bag excluding cost of empty gunny bags.
- b) Wood shine Paints @ Rs. _____ (Rupees _____ per liter
excluding cost of containers.
- c) Enamel Paint @ Rs. _____
- d) M.S. Rods will be supplied @ Rs. _____ (Rupees
) per quintal.
- e) Tor steel @ Rs. _____ per quintal
- f) K.B. Bricks 10" size @ Rs. _____ (Rupees
) per one thousand Nos. at the staking yard.
- g) Cement Pait @ Rs. _____ (Rupees
) per kg
- h) Distemper @ Rs. _____ (Rupees
- i) W.I. clamps @ Rs. _____ (Rupees
 per each number)
- j) Departmental shutters will be supplied at the store yard at free of cost.

14. All the materials which are to be supplied from the OUAT stores will be as per the availability of the contract will have to bear charges of straightening, cutting, jointing welding, cranking, hooking etc. of M.S. Rod or Tor steel to required size. Not cut pieces of M.S. Rods, M.S. angles, Tees and Joists etc. will be accepted back as surplus and all these will be contractor's property. After issue from the OUAT stores the materials will be under the custody of the contractor and the contract will be responsible for its safety and storage.

15. Empty Cement bags and empty paints drums etc. are to be returned in good and serviceable conditions at the issuing stores failing which Rs. (Rupees
and at the rate of Rs. (Rupees
) only will be recovered per bag and per drum respectively from the contractor.

(b) The contract tax payable on the work is to be fully borne by the tenderer / contractor.

16. All reinforced cement concrete work should conform to Orissa Detail Standard Specification and should be of grade M 200 equivalent to nominal proportion 1:2 4/1: 1.5:3 having minimum compressive strength in work test of 150 kg/cm² in 15 cm cubes at 28 days after mixing and test conducted in accordance with I.S. 456 and 516 using 12mm to 20 mm size hard black broken granite chips (20mm size not to exceed 25%).

17. Shuttering and centering shall be with steel centring and shuttering materials with M.S. floor forms / adjustable props adjustable spans and scaffolding system. No wooden centering and shuttering materials will be allowed for a work.

18. The selected contractor may take delivery of departmental supply of materials according to his need for the work issued by the Sub-Divisional Officer-in-charge of the work. The contract shall make all arrangements for proper storage of materials but no cost for raising shed for the storage of materials, and pay of watchman etc. will be borne by the Department. These are all to be borne by contractor. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the contractor stops the work, he shall have to pay the full penalty as per clauses of the P-1 contract.

19. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered into within the State Capital Bhubaneswar / High court and it is agreed that neither party to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa and before completion or abandonment of the work as the case may be.

20. After the work is finished all surplus materials and debries are to be removed by the contractor and preliminary work such as vats, mixing platform etc. are to be dismantled and all the

materials are to be removed from the site. The ground upto 15m wide from the building should be cleared and rough dressed. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

21. The contractor shall not interfere with the execution of water supply of Electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of work.

22. The Director of Physical Plants or his engineering staff will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

23. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

24. Bailing out water from the foundation either rainwater or subsoil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.

25. All the quantities mentioned in the scheduled are combined for ground floor and multi floors, incase of multistoried buildings the rates should be though for the same.

26. cement concrete in roof slab, beams etc. wherever prescribed by the Engineer-in-charge shall be machine – mixed and vibrated and the contractor should arrange his own mixers concrete vibrators, pumps etc. for the purpose.

27. It should be understood clearly that no claims, whatsoever will be entertained in regard to extra items of works or extra quantity of any items besides estimated amount. A written order must be obtained from the Director of Physical Plants and rates settled for the extra items of works of extra quantity of any item of work according to clause-II of P-1 contract. The rate for any item covered in the arrangement will be arrived on derivation from the rate of same class or item of work with any different specification provided in the agreement with addition or subtraction of corresponding cost of materials. IN case, no rate can be derived from the agreement, the same will be arrived for derived from the schedule of rates in vogue at the time of actual execution of the item of work.

28. The tenderer shall have to abide by the CPWD Safety code rule introduced by the Government of India, Ministry of works, Housing and Supply in their standing orders No. 44 to 50, dated 25-11-57.

29. Tenderers required to abide by the fair wage clause as introduced by the Government of Orissa Works Department No. CA VIII R 18/52-25 dt. 26.2.55 and No. IIM 56/61-88425 dt. 27.9.61. In case of any complaint by the labourers working about the non-payment or less payment of his wages as per minimum wages act the Director of Physical Plant will have the right to investigate and if contractor is found to be in default, he may recover such labourer directly under intimation to the local labour officer and the Government and the decision of the DPP will be final and binding on the contractor.

30. The OUAT will have the right to supply at any time in the interest of work any departmental materials to be used in the work in addition to the mentioned in the clause No. 13 and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the stock issue rates fixed by the OUAT plus storage or market rates whichever is higher.

31. The contractor will be responsible for the loss or damage of any materials, equipments supplied to him under clauses 13, 30 and 32 during execution of work due to reasons whatsoever and the cost of such materials will be recovered from him at the prevailing stock issue rate plus storage charges or market rates whichever is higher.

32. The contractor should arrange at his own cost necessary tools and plants, machines, Concrete mixer and Vibrators and other machineries such as pumps etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such plant and cost of consumables. The Department may supply the required T&P if available on application of Contractor on usual hire charges fixed by Vice-Chancellor Rates of Hire Charges are enclosed.

33. The Contractor will have to submit the Director of Physical Plants OUAT monthly return of Labour both skilled and un-skilled employed by him on the work.

34. The tenderers are required to go through each clause of PWD Form No P-1 carefully in addition to clauses mentioned herewith before tendering.

35. No part of the contract shall be sublet without written permission of the Director of Physical Plants or transfer be made by power of attorney authoring others to receive payment on the contractor's behalf.

36. No tender documents will be sold to the intending tenderers after the last date stipulated for issuing of tender paper.

37. If further necessary information is required, the Director of Physical Plants will furnish, but it must be clearly understood that the tenders must be received in order and according to instructions.

38. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.4 quintals.

39. In the event of any delay due to Department in the supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any such circumstances for which a no claim undertaking has to be furnished by the contractor in the prescribed proforma along with the application for extension of time submitted by him.

40. No contractor will be permitted to furnish their tenders in their own manuscript papers.

41. Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour and food stuff etc. and the rates should be inclusive of the those items of work. In every case the materials must comply with the relevant specifications and samples of stones, metals chips etc. and other materials to be used are to be deposited in sealed bags duly labeled nothing the name of quarry under dated initials by the tenderer for approval of the Director of Physical Plants.

42. OUAT will not however, after acceptance of contract rate pay any extra charge for lead or any other reasons in case the contract is found later on to have misjudged the materials available.

43. All fittings for doors and windows if supplied by the Contractor should be of best quality and should be got approved by the Director of Physical Plants before they are used on the work.

44. The tenders containing extraneous conditions not covered by the tender call notice the liable for rejection.

45. a) The contractor shall have to furnish a certificate in the prescribed proforma along with the tender to the effect that he is not related to any officers of the University of rank of Asst. Engineer and above and any officer of the rank of Assistant Secretary and above of the Works Department. I / We as / are also aware that if the facts subsequently proved to be false my / our contract will be rescinded with forfeiture of EMD and total 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 with tender my / our tender s liable for rejection

Date

Signature of Tender

46. All the tenders received will remain valid for a period of ninety days from the date of receipt of tenders. The period of validity can also be extended if agreed to by the University and the contractor.

47. After completion of the work the contract shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of sub test.

48. Tenders are required to submit (a) list of works in their hand in the prescribed proforma herewith, (b) list 7 of T&P (c)list works executed along with the Tender.

Sl. No.	Particulars of work now in hand	Amount of each work	Period in which the work is stipulated to be completed (in months)	Approximate value of work done against each work on the date of submission of tender	Department under which the work is being taken up
	Deleted	Deleted	Deleted	Deleted	Deleted

(a) I/ We do here by certify that at present the following works are in my / our hand.
I/We also note that non-submission of this certificate will render my / our tender liable for rejection.

Date

Signature of Tenderer

(b) I We do here by certify that the following tools and plants, machineries and vehicles are in my / our possession in working orders.

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)
- (vii)

I / We also note that non-submission of this certificate will tender my / our tender liable for rejection.

Date

Signature of Tenderer

(c) I /We do hereby certify that the following works have been executed me / us in the past.

Sl. No.	Particulars of works of already executed	Approximate amount of each work	Name of deptt. under which the work executed	Period of commencement and period of completion	Whether the works were completed in stipulated period
Deleted	Deleted	Deleted	Deleted	Deleted	Deleted

I / We also noted that non-submission of the certificate will render my/ our tender liable for rejection.

Date

Signature of Tenderer

49. Letters etc. found in the tender box raising or lowering rates or dealing with any point in connection with the tender will not be considered.

50. All reinforced cement concrete works like lintels, column beam, chajja, roof slab and other such works should be finished smooth and no extra charges for plastering of required shall be paid by the department.

51. Tenderers may at their opinion quote reasonable rates for each item of the work carefully so that the rate for one item should not be unworkably low and others too high.

52. The contractor shall employ and one or more Engineering Graduates or Diploma Engineers as apprentice at his own cost for works costing Rs. 26 lakhs or more. The apprentices will be selected by Vice-chancellor. The stipend to be paid to the apprentices should not be less than Rs. 2000/- and Rs. 1500/- per month in case of graduate Engineer & Diploma holder Engineer respectively. The period of employment will commence within one month of the date of issue of work order and would last till the date when 90% of work is completed. Number of apprentices employed should be fixed by the vice-Chancellor in any manner so that the total expenditure does not exceed 1% of the tendered cost of the work (vide Works and Transport Department No. 67811 dtd. 12.8.67)

53. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within following or similar category.

a) Rent royalties and other charges or materials octroi duties, all other taxes including sales tax, ferry / tools conveyance charges and other cost on account of land and building, including temporary building, required by the tenderer for collection of materials, storage, housing of staff or other by the tenderer for purpose of the work. No rent will however be payable to University for temporary occupation of land owned by Government at the site of the work.

b) Labourers camp or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of local health authorities

c) Suitable water supply including pipe water supply whatever available for the staff and the labour as well for the work.

d) Fees and dues levied by the Municipal, Canal or water supply authorities.

e) Suitable equipments and wearing apparatus for labour engaged in risk operations.

f) Suitable fencing, barriers, signals including paraffin and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.

g) Compensation including cost of any suit for injury to persons or property due to neglect or any major precautions and also sums which may become payable due to operations of Workmen Compensation Act.

h) The contractor due to arrange adequate lighting arrangements for night work wherever necessary at his own cost.

i) The contractor has to arrange all the building materials including equipment required for stating the work.

54. 1% (Two percent) of gross amount of the will be deducted towards income tax from the individual contractor's bill & 2% from company license as well as 5% towards VAT.

55. Where it will be found necessary by the department, the Officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Order regarding the work whenever necessary are to be evered in this book by the University Officer-in-charge with their dated signatures and duly noted by the contractor or his authorized agent, shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the University and shall not be removed from the site of work without written permission of the director of Physical Plants and to be submitted to the Engineer-in-charge every month.

56. The contractor shall requisition claim book from the date of commencement of the work from the University and shall maintain in proper P.W.D. from with pages serially numbered in order to record items of work which are not covered by this contract and are claimable as extras. Claims shall be entered regularly in this book under the dated signatures of the contractor or his duly authorized agent at the end of each month. A certificate should also be furnished along with these claims to the effect that beyond his claim entered in the book the contractor has got no other claims upto data. If in any month there are no claims to record, certificate tot hat effect should be furnished by the contractor in the claim book. Each claim must be definite and should give as possible the quantities and as well as total amount claimed. The claim book must be submitted by the contractor regularly by 10th/16th days of each month for orders of the Engineer-in-charge or competent authority. Claims not made in this manner or the claim books not maintained from commencement of the work are liable to be summarily REJECTED. The claim book is property of the University and shall be finally surrendered by the contractor to the Director of Physical Plants (i.e. Engineer-in-charge) after completion of the work before rescission of the contract by the University whichever is earlier for record.

57. Over and above these conditions the terms and conditions and rules and regulations as laid down of Orissa. Detailed Standard Specifications and Orissa P.W.D. Code are also binding.

58. Under no circumstances interest is chargeable, for the dues or additional dues, if any payable for the work.

59. Items where the rates quoted by the tenders are less than 25% below the current schedule of rates / estimated rates the differential cost between the estimated amount and tender amount shall be withheld till the completion of such items having low rates.

60. In P-1 Lump sum and P.H. Engineering contract forms the following shall be incorporated as a new clause as 18(c) of P-1 contract form clause 3 (c) of lump sum contract form and clause 19 (c) of P.H. contract form.

Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the State of Orissa. Like wise 'A' Class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to State of Orissa. The employment of such Graduate Engineers and Diploma Holders under the contractor shall be full – time and continuous and they shall not be superannuated retired dismissed or removed personnel from any State government or Central Govt. service / Public Sector undertakings / Private Companies and firm or be ineligible for appointment to Govt. Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel or equivalent qualification employed under the State Govt. of Orissa. The Chief Engineer, Roads, Orissa may however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders if such help is sought for by the contractor.

The names of such engineering personnel appointed by the contractor should be intimated to the tender received authority along with each tender as to who would be supervising the work.

Each bill of the Special class 'A' class contractor shall be accompanied by an employment roll of engineering personnel together with a certificate of the Graduate Engineer or Diploma holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

CONDITIONS AND AGREEMENT FOR HIRING THE DEPARTMENTAL MACHINERY

The agreement made the _____ of one thousand nine hundred and eighty

Between

(hereafter referred to as the hirer which expression shall unless excluded by or repugnant to the context include his heirs executors administrators and assigns) of the one part and the OUAT (hereinafter referred to as the Governor which expression shall unless excluded by or repugnant to context include his successors in office and assigns) of the other part.

Whereas the hirer is desirous of bring the tools and plants of the OUAT and more particularly specified in the schedule hereunder between here-in-after referred to as the tools and the plants.

And whereas University agreed to let in hire the tools and plants to the hirer on the terms and conditions here-in-after mentioned.

Now it is hereby agreed by and between the parties, here to as follows :

1. In consideration of the agreement that hire charges be recovered from their bills for work executed on which this machinery will be used or any other dues standing in the names of the contractors in the books of the University or any other Government department, the University agrees to let the hirer the tools and plants for period

to be computed for from the date of delivery of the tools and plants to the hirer at the University workshop at

2. The rate of hire charges will be as mentioned in the schedule.

3. The hirer shall not transfer assign or sublet or in any way part with the tools and the plant or any hereof without the previous written approval of the Engineer-in-charge.

4. On the expiry of the period of the hire, the hirer shall return to tools and the plant to the University workshop/ store yard at in the same good condition in which they were received by him.

5. In the event of the tools and the plant not being returned on the expiry of the above mentioned period the hirer shall without prejudice and any other liability pay to the University amount equivalent to the rate of hire specified for the working period and an increase of ten per cent.

6. The tools and plant shall be open for inspection at all times to the Officer of the University.

7. The hirer shall not operate tools and plant so hired for more than one shift / two shifts of 8 hours, each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plant beyond the aforesaid limit with the prior sanction of the Asst. Engineer he shall pay to the University additional hire charges as well as overtime charges for staff or such excess operation at the rate approved by the Engineer-in-charge from time to time.

8. In case of break down, repairable at the site within a period of 3 days hire charges as specified in the schedule will be levied except in case of major repairs.

9. Normally the tools and plant will be supplied with operating staff.

10. The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any cause whatsoever during the period the machinery is in his charges.

11. All municipal or other dues and taxes payable on account of the use of operation of the tools and plant of the period of hire shall be defrayed by the hirer.

12. The hirer shall make good any loss or arising out of causes other than fair wear and tear to the tools and the plant during the period of hire. The cost recoverable from the hirer shall be full replacement value as determined by the engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the officer shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the said Engineer-in-charge on demand such and amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as incase of hire charges.

13. On the breach of any terms or conditions of this agreement by the hirer the engineer-in-charge shall be entitled to demand the return of tools and the plant and the hirer shall return the tools and plant within 72 hours from the date of receipt of such order it writing. In case of failure of the part of hirer to comply with such order, he shall be liable to pay such penalty as maybe imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost of replacement of the tools and plant.

14. In the case of any dispute between the hirer and the University the decision of the Vice-chancellor shall be final.

15. In case any question, dispute or difference shall arise between the Engineer-in-charge and the hirer as to what addition or any ought in fairness to be made to the amount of the hire by reason of break down of the machinery, shutdown of the work due to reasons beyond the control of the hirer though no fault of the hirer, also due to increase in quantities of the work beyond that included in the contract or due to any other matter or thing arising under or out of this contract except as to matters left to the sole decision or requisition of Engineer-in-charge under the clauses in the contract then such question, dispute difference should be referred to the arbitration and decision of an arbitrator to be sought by both the parties to the contract. The award of such arbitration shall be equivalent to a final decision of the matter.

16. This agreement shall be operated by the Engineer-in-charge on behalf of the Govt. and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

CONDITIONS FOR ISSUE OF PLANT AND MACHINERY TO CONTRACTORS ON HIRE

1. Tools and plant will be issued to the contractor only if it is desirable in the interest or University and if these can be spared without in convenience to the University. The sanction of the

Vice-Chancellor shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim whatsoever will be entertained for any delay in supply of the University.

2. An agreement shall be entered into by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including the refund of security deposit will not be made until the total amount due to University on account of hire of machinery etc. is recovered in full. Full amount of hire charges due from the contractor at any time shall be recovered from his next subsequent bill.

3. All transit and incidental charges in connection with the dispatch of tools and plant and machinery from workshop / shed / dept and return there to will be borne by the contractor.

4. The hire charges shall be recovered at the prescribed rates form and inclusive of the date the plant and machineries made over upto and inclusive of the date of its return even though the same day may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of orders requiring major repairs.

5. The hire charges are for clock hours. Incase of far boilers not mix plant and any other machinery requiring similar preparation the working hours will include the time required to make up the boiler temperature and bringing plant to the operating conditions before the actual start of work.

6. The machine will work in shifts of 8 hours each. Extra charges towards over time wages, is any of the operating and maintenance staff will be leviable. These charges will be fixed by Engineer-in-charge from time to time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

7. The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water required for washing plants. In the case of concrete mixers, payers and similar equipment, the contractor shall arrange to get the hopper cleaned and the drum etc. washed at the close of the work each day.

8. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and materials etc. on his part. The same will be returned only when they require major repairs or when, in the opinion of the Engineer-in-charge the work or a portion of the work for the same issued is completed.

9. The tools and plant shall while in transit and in the custody of the contractor, be at his sole risk and responsibility for damage and / or loss except fair wear and tear. The damage loss, as assessed by the Engineer-in-charge shall be made good by the contractor. In the event of a disagreement to the extent of damage or the value of articles lost, the decision of the Vice-Chancellor shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement identifying University against loss or damage to the machine. The contractor shall also be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising from any cause whatsoever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

10. If the articles are not returned within the date original specified or extended by the Engineer-in-charge in addition to the normal hire charges such charges equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time and charged as working time.

11. In the event of the non return of machinery the full value of the article at the current market prices will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the University. The decision of the Vice-Chancellor shall be final in case of disputes.

12. Formal agreement the contractor shall before taking the possession of the machinery enter into agreement with the Engineer-in-charge or his nominee in the form attached.

13. Log books for recording the hours of daily work of each of plant and machinery supplied to the contractor will be maintained by the University and will be attested by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entry and / or fails to sign the log book, the decision of the Engineer-in-charge shall be binding on hirer and hire charges will be calculated according to the entries in the log book and will be binding on the contractor.

SCHEDULE -F

AFFIDAVIT

1. Name of the work : _____
_____ .
2. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
3. The undersigned also hereby certifies that neither I/ Our firm M/s _____ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last 5 (five) years prior to the date of this bid.
4. The undersigned hereby authorized and request (s) any bank, person, firm or corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
5. The undersigned is not related to any officers of the University of rank of Asst. Engineer and above or any officer of the rank of Asst. Secretary and above of the Agriculture Department.
6. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the department.

Signature of the Tenderer

SPECIAL CONDITIONS

1. Clause 13 of the printed Detailed Tender Call Notice is superseded. The contractor will be responsible for supply of all material required for the work and such materials shall be approved by the Engineer-in-charge before their utilization in the work. OUAT owes no responsibility to supply any materials whatsoever to the contractor. Stipulation of supply of materials wherever appears in the D.T.C.N. shall stand modified to the extent of this special condition.
2. Time is the essence of a contract. The contractor shall furnish a programme of work at the time of agreement, which will form an essential part of the contract. The work programme so furnished shall be the basis to assess progress under clause 2 of the conditions of P-1 contract.
3. These are time-bound works and are to be completed within the stipulated period. The respective bidders are advised to study the scope of work and survey the site for constraints if any and assess their bid capacity and capability before submitting their tenders.
4. Income tax & sales tax, Labour cess shall be deducted from the gross amount of each bill according to the rules in force.
5. The contractor shall be responsible for the conduct and action of his workers, agents and representatives.
6. The contractor shall have to furnish a certificate in the prescribed pro-forma along with the Tender to the effect that he is not related to any officers of the University of rank of Asst. Engineer and above or any officer of the rank of Asst. Secretary and above of the Agriculture Department.
7. Tenders in complete shape must be accompanied with attested copies of valid registration certificate, PAN Card, GSTIN, along with original money receipt towards purchase of tender paper, original affidavit (Schedule-F) regarding authentication of documents & required EMD in the prescribed instrument, failing which tender will be liable for rejection as per OPWD code.
8. **When the bid amount is up to 10% less than the estimated cost, no additional performance security is required to be deposited. When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of their bid amount and 90% of the estimated cost in shape of NSC/KVP/POTD/POSB/FD of any Scheduled Bank duly pledged in favour of DPP, OUAT, BBSR towards differential amount of tender at the time of agreement.**
9. **The contractor shall have to deposit the ISD amount @ 1% of the quoted amount at the time of agreement.**
10. Before use of brick, steel, sands, chips etc the same shall be got tested in State PWD Lab. at the cost of the agency and periodic testing of materials and concrete shall be carried out. The applicable IS Code (SL -15.2.2, IS 456-2000) will be followed for sampling of concrete cubes. All cost of tests shall be borne by the contractor.
11. The contractor shall maintain labour register and site register at work site to be duly signed by engineer in charge on a day-to-day basis.
12. In case of composite tender, the bidders shall have to furnish the original Regd. joint venture Agreement executed with their electrical sub-contractor for under-taking the E.I. work, alongwith tender documents. The attested copies of valid H.T/LT license of said electrical sub-contractor must be attached with tender documents, failing which the tender will be liable for rejection.
13. Each tender shall be accompanied with original affidavit (Schedule -F) regarding authentication of documents failing which tender will be liable for rejection.
14. The completed work shall be handed over to the user department with as built drawings and inventory after which only the final bill shall be paid.
15. In case of Electrical works the contractor shall have to furnish the testing certificate of internal / external E.I. works from electrical inspector of State Government before handing over the work as when required, failing which the final bill will not be entertained.
16. The authority reserves the right to assess the bid capacity of the bidders based on ongoing contracts in OUAT before award of the contract.
17. In case of grading work & weather seal coat painting work, the contractor shall have to furnish Bank guarantee @ 10% on contract price from any Nationalized Bank for period of three years from the date of completion of work.
18. The authority reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Total = 19 (Nineteen) pages only

I/c Director of Physical Plants.