

NOTICE INVITING TENDER

Sealed Tenders are invited for the Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur, disposing of unserviceable material and for giving credit to serviceable materials of the building. The Contractors having relevant experience in such field may download tender documents from our website www.ophwc.nic.in and submit the same. The filled in tender along with the prescribed Earnest Money Deposit should be submitted at the **office of the Project Manager, At:- SIVAM COLONY, BEHIND INCOME TAX OFFICE, AINTHAPALI, SAMBALPUR -768 004** on or before 3rd January 2022 at 3:00PM. The bids will be opened on the same day at 4:00 PM. The undersigned reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

INSTRUCTIONS TO BIDDERS

1. The Bidders shall submit financial bid in sealed envelope super scribing “Tender for Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur. The Sealed envelope addressed to The Project Manager, OSPH&WC, Sambalpur Division shall contain following documents:

- Prescribed EMD.
- Supporting documents of relevant Experience
- Financial Bid – Duly filled up BOQ with sign and stamp on each page.

The Bidders shall sign and stamp each and every page of financial bid.

2. The Bidders are advised to visit and inspect the site at his/their own cost and responsibility and to gather all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance/ shortcomings in the contract work.

For site inspection, Sri Arjun Ch. Sahoo, Dy. Manager, Sambalpur may be contacted (M. 94370 82261).

3. The rates quoted by the Bidders should be expressed accurately both in words and figures to avoid any scope of discrepancy. All corrections in the tender shall be duly attested by initials (countersigned) of the Bidders. Corrections if not attested, may entail rejection of tender. The rates quoted by the Bidders in tender will be the basis of finalizing the tender.

4. It shall clearly be understood that the rates quoted in the tender are for complete work at site as per instructions to Bidders, terms of contract, special conditions of contract specifications and drawings, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract although may not have been made in the specifications or in drawings or in tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labour and material and labour conditions or any other reason whatsoever during the period of execution.

5. The Bidders shall use only the form issued with this tender to fill up.

6. Every page of the tender shall be signed on the bottom of right hand side and any tender not so completed shall be treated as defective and liable to be rejected.

7. The contract will be governed by the Contract Act of the State and all other relevant laws.

8. The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work. The rates shall be inclusive of GST, applicable or any other tax including Cess or duty levied by any Government or Public bodies.

9. All payments due to the Contractor under the contract will be made with Tax deductions as per the prevailing rates from the Contractor’s account bills as notified by the various govt. authorities.

10. Rates to be quoted strictly as per the terms and conditions, specifications, Standards given in the tender document and not to stipulate any deviations.

11. Addenda to this document if issued prior to submission of the tender must be signed and submitted along with the tender document.
12. A transfer of Tender Document is not permitted.
15. The validity of offer of the bidder shall be 30 days from the date of opening of bids.

GENERAL RULES, TERMS AND CONDITIONS OF CONTRACT

1. Sealed Tenders are invited for the Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur, disposing of unserviceable material and for giving credit to serviceable materials of the building.
2. The existing building is a load bearing structure with RCC slabs and masonry walls. The building is more than 50 years old and consists of ground + first floor, stair headroom. The interested Applicants / Bidders can inspect the building for gathering necessary information before submission of the bids
3. The Contractor shall demolish the complete building with another store house including the foundation, plinth, flooring in and around the building and all other structures including RCC slabs, beams, columns, masonry walls, doors, windows, ventilators and all other items, dispose the debris out of the GMU Campus & other unserviceable material on dumping yard approved by local authorities and as per the norms / rules and regulations of National Green Tribunal (NGT), at their own cost.
4. The Bidders shall quote the maximum amount in tender that can be offered to the **OSPH&WC** for the serviceable materials after estimating / accounting the cost of demolition, disposal of debris & unserviceable materials as above.
5. The work is to be completed in all respect within 15 days from the date of handing over the site. The work shall commence within a week from the date of issue of Letter of Intent (LOI) from the undersigned or the date of handing over of site whichever is later.
6. The time is the essence of the contract and shall be strictly observed by the Contractor.
7. The intending applicant/ bidder shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour / equipments required, access and storage for materials and removal of wastes. The Bidders should quote taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful Bidders will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.
8. **OSPH&WC** is not responsible for any loss or devaluation or the quality of the materials found while dismantling and it will be at the total responsibility of the Contractor. The Contractor should carry out the job within the given time limit at his risk and cost and with all safety provisions required for the job. The Contractor will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract.
9. Any type of failure in carrying out the jobs will result into Arbitration Proceedings as mentioned in Arbitration Clause and any such failure will also attract forfeiture clause of EMD / Security Deposit.
10. The Contractor shall not be allowed to lift the materials unless full amount of bid is paid by him and complete the demolition work and removal of unserviceable materials from the site. The

bidder shall complete the dismantling of the building and clean the site as instructed by the Dy. Manager / Project Manager.

A.. List of self owned demolishing, handling, dismantling, transporting equipments.

B. Details of labour having experience in demolition and dismantling and supervisory staff.

12. The Bidders shall submit his quotation in India Currency (In figures as well as in words).

13. Earnest money of Rs. 10,000/- (Ten Thousand only), in the form of Demand Draft / pay order drawn in favour of “The Odisha State Police Housing & Welfare Corporation- Sambalpur Division” payable at Sambalpur is to be submitted along with the tender document. The tenders not accompanied with the EMD amount shall be summarily rejected. The EMD of the unsuccessful Bidders will be refunded without any interest within 30 days, subsequent to decision of awarding the work.

14. The Contractor, after acceptance of his tender would be required to deposit, within one week from the date of acceptance, an amount equal to 1.5 times the quoted amount, inclusive of Earnest Money, as total Security Deposit in the form of Demand Draft/ Pay order for the due fulfillment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto.

15. EMD - The tender/ Bid received without EMD or in the form of F.D.R shall be rejected.

(i) Earnest money of the bidders shall be forfeited in the following events and reasons:

a. If the bidder withdraws the offer within validity of tender.

b. If the bidder after submission of the tender, imposes condition(s).

(ii) Earnest money of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the security deposit within the stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the **OSPH&WC** and if case of failure/ deviation to perform or complete the work within stipulated period as per the agreed terms and conditions the EMD/ Security Deposit shall be forfeited.

16. The discretion of acceptance or rejection of the tender will rest with the **OSPH&WC** and **OSPH&WC** shall not be bound to accept any tender and it may reject the same without assigning any reason whatsoever. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect, are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the Contractors who resort to canvassing are liable for rejection.

17. (i) The Contractor shall follow/ obey the provisions of all local Bye-laws or safety measures / acts relating to the demolition work and to the regulations etc. of the Government and Local Authorities including cordoning off the property from neighboring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighboring buildings etc., The amount should be quoted after taking into account the cost and liabilities for license fees etc. if any, in complying the regulations of local authorities.

(ii) Before actually taking up the demolition of the building the Contractor shall ensure proper disconnection of Electrical power to the building and disconnection of water supply and sanitary connection to the building.

(iii) The Contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code and National Green Tribunal (NGT). If, any loss, damages, legal cost is suffered by the **OSPH&WC** in the event of defective or inferior quality of work/ non-compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by the Contractor, the Contractor shall indemnify up to the extent of such loss / damages and keep harm less to The **OSPH&WC**, incurring all expenses and consequences of such loss / damages and legal cost.

(iv) Contractor shall have to provide all safety appliances i.e. safety helmet, safety belt etc. to his workers while working at height with his own cost and follow all safety rules regulation and all statutory provisions etc. in force. He shall be liable for accident, injury, losses due to any accident or negligence of his workers and he shall be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this work contract.

18. The Security deposit will be refunded to the Contractor after adjusting the amount quoted for the serviceable material only after all the demolition work is completed in all respect and all the debris are cleared from the site to the satisfaction of the **OSPH&WC** and also duly certified by the Project Manager within the stipulated period. If the work is not completed in all respect within the time schedule mentioned above, the **OSPH&WC** will forfeit the security deposit and terminate the contract.

19. All taxes including G.S.T. or any other tax like work contract tax, turn-over-tax, etc., in respect of this contract shall be payable by the Bidders and the **OSPH&WC** will not entertain any claim whatsoever in this respect.

20. The tender shall remain open for acceptance for a period of 30 days from the date of opening of tenders. If any Bidders withdraw his tender before the said period, then the **OSPH&WC** shall be at the liberty to forfeit Earnest Money paid along with the tender.

21. The tender document consists of Notice inviting tender, Instruction to Bidders, General Rules, terms and conditions of contract, bidding schedule, Indemnity Bond and tender offer. All these components form part of the tender. It is obligatory on the part of the Bidders and sign for all the component parts.

22. The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition shall liable to be rejected.

23. **PAYMENT TERMS:** After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the foundation footings etc. if any, the **OSPH&WC** agrees to refund to the successful Contractor the security deposit in excess of the quoted amount without any interest. The completion certificate shall be certified by the Project Manager. The decision of the **OSPH&WC** shall be final in this regard. In case the Contractor fails to complete the demolition works and clear the debris in time, in such an event **OSPH&WC** shall forfeit the security deposit and shall get the uncompleted work done through

some other agency at the cost of the Contractor. Any expenditure incurred by the **OSPH&WC** in undertaking the incomplete works shall be borne by the Contractor.

24. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, penalty @ of Rs. 1000/- per day (Rupees one thousand) shall be imposed for the period exceeding stipulated time.

25. **ARBITRATION** – In case of any dispute or difference arising in relation to meaning or interpretation of the agreement or purported failure or breach or meaning thereof, such disputes, both the parties will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator who shall be nominated by the Chairman cum Managing Director of the **OSPH&WC**. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Bhubaneswar. The decision / award of the arbitrator shall be final and binding.
JURISDICTION: All disputes arising out of this agreement are subject to the jurisdiction of Courts in Bhubaneswar

26. **FORCE MAJEURE:** The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war or acts of government.

27. For any clarification, the Project Manager may be contacted.

I/We have read the notice inviting offer, general rules, Terms & Conditions of Contract.

I/We are fully qualified to execute the subject work and have understood the scope of work, terms and conditions. Accordingly, I/we are offering Rs.(
Rupees.....

..... for the serviceable materials after disposal of unserviceable materials.

I/We also agree that I/we will be depositing an amount equal to 1.5 times the above quoted amount (inclusive of EMD), within one week from the date of acceptance of my/our offer failing which the EMD deposited with this tender can be forfeited.

I/ We also agree to the condition that in case of not completing the demolition work to the satisfaction to the **OSPH&WC** within the stipulated time, the security amount be forfeited by the **OSPH&WC** and **OSPH&WC** can get the remaining work done at my/our risk and responsibility.

I/We fully understand that the **OSPH&WC** has the right to reject any or all the tenders without assigning any reasons whatsoever.

PLACE :

DATE :

SIGNATURE OF THE BIDDERS WITH COMPLETE ADDRESS AND TELEPHONE
NUMBERS

Witnesses :

1.

2.

CONTRACT

(Demolition of Existing Building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur)

THIS AGREEMENT is made at _____ on this day of _____, 2022.

BETWEEN

The Project Manager, Odisha State Police Housing and Welfare Corporation Ltd., Sambalpur Division, At/ Sivam Colony, Ainthapalli, Sambalpur {hereinafter referred to as the “1st Party” which expression shall, unless repugnant to the context or meaning thereof, include successors } of the “FIRST PART”;

AND

Sri / M/s _____ having its registered office at _____, (hereinafter referred to as “Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the “SECOND PART”.

WHEREAS THE OSPH&WC is desirous of undertaking the Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur and had invited the tender for the same.

AND WHEREAS, the Tender was opened on, and among others the Contractor is declared as successful bidder. Pursuant to that a Letter of Intent dated..... was issued to the Contractor who accepted the same and has agreed to perform the work as set out in tender and terms & conditions set forth herein under.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents with these presents shall be deemed to form and be read and construed as part and parcel of this agreement viz, a) Notice inviting Tender b) The Tender Document comprising Tender Notice, instruction to Bidders, General Conditions of the Contract, Appendices, bid offer. c) Corrigendum to tender document if any d) Letter from Contractor dt. in response to the negotiation meeting discussions held on..... e) Letter of Acceptance issued to Contractor by OSPH&WC vide letter no. Dated..... g) Letter of Intent (LOI) and its acceptance thereof. h) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

3. The Contractor hereby covenants, and agrees with the OSPH&WC to Demolish, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part and parcel of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

INDEMNITY BOND (Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur)

THIS DEED OF INDEMNITY BOND is made on this..... day of..... month of year two thousand twenty two () By Sri/ M/s..... duly represented by proprietor/ one of its partners Sri.....aged..... years, son of SriResiding at

WHEREAS,I am the Authorized Partner/ Proprietor / Owner of M/s, and in response to the Press Notice/ EOI, I have applied for the tender for the work Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur

WHEREAS, I am being a successful bidder has secured the subject work through competitive tendering for the Work of Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur.

AND WHEREAS, for Completion of the Demolition work, I have entered into a contract agreement dated with the OSPH&WC. Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. And in consideration of OSPH&WC having agreed to make payments on the bills claimed by me based on the works completed by me in respect of Demolition of the existing building with (G+1) floors and terrace (old Principal Quarters) situated inside the Gangadhar Meher University Campus, Sambalpur and referred to above:

I hereby undertake to indemnify and keep harmless the OSPH&WC from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty demolition and for violating rules and regulations for which I shall be solely responsible.

If, any loss, damages, legal cost is suffered by the OSPH&WC in the event of defective or inferior quality of work/ non-compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by me, I shall indemnify up to the extent of such loss / damages and keep harm less to The OSPH&WC, incurring all expenses and consequences of such loss / damages and legal cost.