

Copy of letter No. Codes-M-19/92-13694/W., Dt. 7.6.93 from Financial Adviser-Cum-Joint Secy. to Govt., Works Deptt. addressed to the Chief Engineer, Roads and etc. etc.

Sub:- Detailed Tender Call Notice relating to carriage of materials.

I am directed to say that instances have come to the not of Government that there is no uniformity in the Detailed Tender Call Notice for carriage of materials issued by different Divisions.

2. With a view to bring in uniformity sample copy of a standard Detailed Tender Call Notice for carriage of materials is enclosed. The same may be circulated to all concerned for taking follow up action accordingly.

Memo No. 13695/W., dt. 7.6.93.

Copy forwarded to Engineer-in-Chief, Irrigation etc. etc. for information and necessary action.

2. The D.T.C.M. for carriage of materials has been concurred in by Finance Deptt. in their U.O.R. No. 276-WF-I dated 10.3.93.

Sd/-

Financial Adviser-cum-Joint Secy. to Government.

Government of Orissa, Department of Irrigation.

Memo No. IIM UKP-3/93 (Pt. III)-16566/ Dt. 18.6.93.

Copy with a copy of standard detailed tender call notice carriage of materials is forwarded to the Engineer-in-Chief, Irrigation Orissa, Bhubaneswar and etc. etc. for information and necessary action.

Sd/-

Financial Adviser-cum-Joint Secy. to Govt.

Office of the Engineer-in-Chief, Irrign. Orissa.

Memo No. MON-ADV.-8/93 -7279/WE dt. 30.7.93.

Copy transmitted to all Executive Engineers/All Superintending Engineers under Irrigation Department for information and strict guidance.

Sd/-

Executive Engineer, Monitoring

Office of the Executive Engineer,
Kanpur Canal Division, Keonjhar.

Memo No. 2786-91

/Dated. 20.8.93

Copy alongwith copy of the enclosures forwarded to all Sub-Divisional Officers /Estimator/Divisional Accountant etc. for information and necessary action.

for
Executive Engineer,
Kanpur Canal Division,
Keonjhar.

Akshaya/-

OFFICE OF THE
DETAIL TENDER CALL NOTICE.

Sealed tenders are invited from Carriage contractors who are eligible to tender for the work in the prescribed form to be eventually drawn up by the _____ upto _____ of _____ 19 _____ for _____ The amount of the estimate is approximately Rs. _____

2. The prescribed form alongwith the other documents is obtainable from the office of the _____ on payment of Rs. _____ (Rupees _____) per each set. This amount is not refundable. Tenders must be submitted in sealed covers, the name of the tenderer, the name of the work being noted on the cover. No tender documents will be sold to the intending tenders on the date of opening the tenders and on public holidays.

2(a) Persons having control over a fleet of trucks playing in periphery of the area in which the work is to be executed and having sufficient past experience in dealing with the problems of conveyance and carriage of Departmental materials of any Govt. Departments like Works, Irrigation etc. and with sufficient financial soundness will be entertained on production of sufficient documentary evidence to that effect. And in addition to the above, persons having their own truck will get preference.

3. No tender will be permitted to furnish their tenders in manuscript shape.

4. 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 be extended if agreed to by the tenderer and the Department.

5. The rates quoted should be written both in words and figures and in decimal coinage and the units in words. In case of discrepancy in rates between words and figures, the rates in words will prevail. The tenderer should also show the total of each item and the grand total of the whole tender. The tender shall be written legible and free from erasures, over-writtings or corrections of figures. Corrections wherever unavoidable should be made by crossing out, initialling, and re-writing.

6. The tenderers shall carefully study terms and conditions of conveyance applicable to the contract and all the documents which form part of the Agreement to be entered into by the accepted tenderer.

7. Each tenderer must pay earnest money at the rate of 1% (one percent) of the estimate cost of the tender in shape of post office Saving Bank Account/ National Savings Certificate/ Post Office Time Deposit Account/ Deposit Receipt of Scheduled Bank duly pledged to _____ and in no other form. Contractors who have lodged fixed deposit with Government will not be required to pay any E.M.D. In addition to deposit of required amount of E.M.D., the contractor shall furnish Bank guarantee of any of the Nationalised Banks for a sum of Rs. _____ which shall be equal to the cost of the materials to be transported by him. The Bank guarantee should be valid throughout the period of contract.

8. The tender shall be accompanied by attested true copy of the Income Tax Clearance certificate and Sales Tax Clearance Certificate/ Non-Assessment certificate and the Original certificates produced before the officer concerned at the time of opening the tender.

9. The tenderer shall quote reasonable rates for each item of work carefully so that the rate for one item should not be unworkably low and for another too high.

10. The tenderer should be fully liable to indemnify the Deptt. for payment of any compensation under the workmen's compensation Act VIII of 1923 on account of workmen being employed by him and the full amount of compensation paid will be recovered from him.

11. No claims of the tenderer on any account will be entertained. As regards extra time of works or extra quantity of any item(s) beyond the agreement, a written order must be obtained from _____ and rate settled before the extra items of works or extra quantity of any item of work is taken up.

12. Tenderers are required to abide by the fairwage clauses as per Government of Orissa, Works Department letter No. CA-VIII R-18/52-25 dtc 26.2.1955 and No. IIM-56/61-28842(5) dated 27.9.1961. In case of any complaint by labourer working under them about non-payment or less payment of his wages as per the minimum wages Act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default he may recover such amount from the dues of the contractor and pay the due amount to such labourer directly under intimation to the local Labour Officer and the decision of the Executive Engineer will be final and binding on him.

13. If further information is required by the tenderer the same may be had from _____.

14. The contractor shall have to furnish a certificate alongwith the tender to the effect that he is not related to the officer who shall accept the tender.

15. For the purpose of the jurisdiction in the event of disputes, if any, the contract should be deemed to have been entered into within the state of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matters covered by this contract in any place outside the state of Orissa.

16. Tenders containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the call notice. Any change in the working will not be accepted.

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

18. A schedule of quantity is attached to the tender notice. It shall be definitely understood that the Government do not accept any responsibility for the correctness and completeness of the quantities shown in the schedule, and that this schedule is liable for alteration by deduction in no way & invalidate the contract and no extra monetary compensation will be entertained.

19. The tender will be opened by the _____ on _____ at _____ in the presence of the tenders of their authorised representatives.

20. The Department reserved the right to reject any or all the tenders received without assigning any reasons what so ever.

21. The earnest money of the Successful tender will be retained which will not parry any interest. The E.M.D. of the unsuccessful tenderers will be refused on their application.

22. The tenderer whose tender is selected for acceptance and who has no fixed deposit with the Chief Engineer, R & B, Orissa shall within a period of Seven days upon written intimation being given to him of acceptance of his tender, make initial security deposit of 4% of the tendered amount over and above the 1% of the earnest money as shown in clause No.7 above and sign the agreement on P.W.D. Form No. F2 (Schedule XLV No.61) for the fulfilment of the contract in the office of _____ or as directed. The E.M.D., I.S.D. and the amount deducted from the bills according to the provisions of F2 contract shall be retained as security deposit for the fulfilment of this deposit the I.S.D. as above shall entail for forfeiture of earnest money. In case of fixed Deposit holders, if they fail to enter into the agreement, necessary deductions towards E.M.D. from their fixed Deposit shall be made and the amount forfeited to Govt. account. No tender shall be finally accepted until the requirement amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both 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 officer authorised to enter into the contract on behalf of the Govt. The Department will accept the I.S.D. in the form of Post Office Saving Bank Account/N.S. Post Office Time Deposit Account/Deposit Receipt of Scheduled Banks.

The Security deposit and the Bank Guarantee will be refunded after completion of the carriage contract and after payment of final bill.

23. The contractor is responsible for payment of demurrage and wharfage charges if he fails to take timely action in unloading and conveying materials from wagon at once as per the direction of Department in taking delivery, loading unloading etc.

24. All taxes including Sales Tax, Income Tax, Royalties and compensation to workers payable in connection with the above item of works under Labour Act shall be borne by the contractor.

25. Arrangements for conveyance of materials should be made without any loss of time as per instructions of the _____ there is any delay in conveyance of materials due to negligence of contractor, the contract is liable to be rescinded with forfeiture of security deposit.

26. All the damages or losses during loading, unloading and transportation of materials should be the responsibility of the contractor. The cost of materials damaged or lost in transit will be deducted as determined by the Deptt. from the contractor bill or security deposit or any sum due to the contractor from the Govt.

27. If the contractor fails to convey the materials the way order to convey the materials through some other agency and the extra cost if any for such conveyance will be borne by the contractor.

28. Delivery of materials should be by the contractor at such places as directed by the sectional Officer of Asst. Engineer Incharge of the work. The materials should be stocked in such manner as desired by the Officer incharge for easy counting and measuring at destination storage godown without any extra cost.

29. If there is any misuse of Govt. materials while under the custody of the contractor under transportations and transit, the contractor shall be liable to pay compensation at five times the cost of materials.

30. The contractor shall make immediate arrangements for conveyance from Rly. Yard to godown and in the event of failure to do so, he will bear the wharfage and demurrage charges if any and will also be responsible to compensate for the loss of materials in the railway yard.

31. The contractor will be liable to pay compensation as fixed by the Department in case of damages caused due to negligence of the contractor for not lifting the materials in time from the Rly. Yard or place of supply.

32. The Department shall have the authority to measure and verify the specifications and quantity at any time of any materials conveyed by the carriage contractor and in case of storage of quantity or specification the carriage contractor will be responsible for the same and the cost of 5 times of the storage will be recovered alongwith forfeiture of E.M.D. and security deposit.

33. The carriage contractor will be responsible to provide godown facilities to accommodate the departmental materials where departmental godowns are provided for storage of the materials he shall pay godown rent as fixed by the Department.

34. In case the materials are allowed to be kept in the contractor's godown for subsequent transport, the contractor will be responsible for the safe custody of the materials without causing any loss, damage or theft and to this effect, the contractor has to furnish an acknowledgement to the _____.

35. Materials will have to be lifted by the Contractor at any time to any place as per direction of the

36. The work may be entrusted to a number of carriage contractors at the lowest rate received in the interest of Govt. works in order to get as many vehicles to lift the materials promptly as required.

37. The contractor will have to provide facilities for the Department for counting and verification of the materials kept under his custody from time to time whenever required by the Departmental authorities.

38. The tenderers are required to furnish their past experience in dealing with the carriage works of the different Departments of Govt.

39. The work should be completed within from the issue of work order.
