

**TENDER NOTICE**  
**FOR**  
**CONSTRUCTION OF ONE (01) SYNTHETIC TENNIS**  
**COURT**  
**at**  
**OFFICE OF THE ACCOUNTANT GENERAL (G&SSA),**  
**ODISHA, BHUBANESWAR**  
**(INDIAN AUDIT AND ACCOUNTS**  
**DEPARTMENT)(GOVERNMENT OF INDIA)**

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## Notice Inviting Tender

**OFFICE OF THE ACCOUNTANT GENERAL (G&SSA), ODISHA, BHUBANESWAR  
(INDIAN AUDIT AND ACCOUNTS DEPARTMENT)  
(GOVERNMENT OF INDIA)**

No.- Welfare(AU)/A&ARC/IV/18/18-19/497

Dated: 13/12/2018

### **Notice Inviting Tender**

**Office of The Accountant General (G&SSA), Odisha, Bhubaneswar** invites sealed tenders from reputed and experienced contractors having EPF/ESI/Sales tax/DVAT/PAN etc. for the quality execution of under mentioned works in 3 (three)envelop system:

- |  |   |
|--|---|
| 1. Name of Work  | Construction of, <b>a quality ensured</b> , one (1) asphalt base Synthetic Tennis Court (9 layers, measuring 120 x 60 ft) as per AITA standards at office of The Accountant General (G&SSA), Odisha, Bhubaneswar. |
| 2. Estimated cost  | ₹11.00 lakh   |
| 3. Earnest Money Deposit (EMD) :   | ₹30,000/-   |
| 4. Validity of Bid:  | 90 days   |
| 5. Cost of Tender document :   | ₹500/- (Non-refundable in DD in favour of Sr. Audit Officer (O.E.),Office of The Accountant General (G&SSA),Odisha,Bhubaneswar  |
| 6. Pre Bid Meeting   | 22-12-2018 at 11.30 AM in the Chamber of the Sr.Deputy Accountant General, (Administration), office of The Accountant General (G&SSA), Odisha, Bhubaneswar.   |
| 7. Last date for submission of tender document   | 03-01-2019 upto 12.00 pm  |
| 8. Date of Opening of tenders  | 03-01-2019 at 3.00 pm   |
| 9. The tender shall be submitted in two separately sealed envelopes clearly super scribed on each envelope as under:     |   |
| (i) Envelope 1(a) Earnest Money  |   |
| (ii) Envelope 1(b) Qualification information and supporting documents including details as specified in Bidding document |   |
| (iii) Envelope II Price Bid  |   |
- Envelope 1(a) and Envelope 1(b) shall be opened on the date of opening of tenders.

Envelope II shall be opened in respect of agencies who would fulfill the qualification criteria based on documents/enclosures and information supplied in Envelope 1(a) and 1(b) on a date to be intimated later.

10. The agency should have solvency limit more than Rs. 15.00 lacs.

11. The qualification criteria in addition to others includes:

- (a) Three(03) similar completed works costing not less than the amount equal to 75% of the estimated cost;  
Or  
(b) Two (02) similar completed work costing not less than the amount equal to 80% of the estimated cost.(Please attached certificates in this regard)
12. The conditional tender will not be entertained.
13. The office of The Accountant General (G&SSA),Odisha, Bhubaneswar reserves the right to accept or reject any or all the tenders without assigning any reason.
14. Tender without requisite EMD shall be rejected out rightly.
15. The tender document is available on the website <https://agodisha.gov.in>. Tenderer is required to get the Tender document purchased from office of undersigned from O.E. Section or can be downloaded from the website, payment for which shall be made at the time of submission of the tender through demand draft in favour of Sr. Audit Officer (O.E.), office of The Accountant General (G&SSA), Odisha, Bhubaneswar. The document which are issued from the office or downloaded from website will only be entertained.

Sd/-

Sr.Deputy Accountant General,(Administration),  
O/o Accountant General (G&SSA), Odisha,  
Bhubaneswar Ph. No. 0674-2390473,  
FAX-0674-2396576

## INFORMATION AND INSTRUCTIONS FOR TENDERERS

The details of work to be carried out and its scope is given in the "Notice Inviting Tender" which also indicate a brief description of the project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

- 2.1 The tenderers, in their own interest, are also advised to inspect and examine the site, its location and its surroundings and satisfy themselves, before submitting their tenders, in respect of the site conditions including, but not restricting to, the following which may influence or effect the work or cost thereof under the contract.
  - a) Site conditions including access to the site, existing roads and other means of transport/communication for use by him in connection with the work.
  - b) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost hereof under this contract.
  - c) Tenderer shall be deemed to have full knowledge of the site, specifications and no excuse as regard to want of information or clarification shall be considered after the tender has been received.
- 2.2 The tenderers should note and bear in mind that the **O/o The Accountant General (G&SSA)**, Odisha, Bhubaneswar (herein after referred to an office) shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderer shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge of understanding shall be entertained or payable by the office.
3. The offer should be valid for 90 (ninety) days from the date of opening of the tender.
4. The tender should be submitted in the prescribed form and the same should be signed properly as laid down here under:
  - (a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
  - (b) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current business addresses, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall accompany the tenders.
  - (c) If the tender is submitted by a limited company or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited

company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

- (d) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.
  - e) All pages of the tender document should be signed and dated by all persons required to sign the tender document as per condition laid down at various places as a testimony that all conditions have been understood and noted.
  - f) The tender for the works shall not be witnessed by a tenderer or tenderers who himself/themselves has/have tendered or who may and has/have tendered for the sameworks.
  - g) Failure to observe this condition shall render the tender of the tenderer tendering as well as of the witnessing the tender liable to rejection.
5. If during the tender validity period, the tenderer, withdraws his tender, the Earnest money deposit shall be forfeited.
6. The rates shall be written both in words and in figures. A tenderer shall also show the total of each item, the total of each schedule and the grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the later shall prevail. The office shall have the right of rejecting all or any of the tenders and split the work between two or more parties and also will not be bound to accept the lowest or any tender and decision of the Sr. Deputy Accountant General, Administration, O/o Pr. Accountant General (Audit), Odisha, Bhubaneswar in this regard shall be final and binding on all tenderers.
7. Tenders will be opened in the presence of tenderers who may be present at the time of opening of tender. Designated Officer will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signatures. Such a list shall then be binding on the absentee tenderer.
8. The tenderers shall not be entitled during the period of validity of their offers, to revoke or withdraw their tenders or vary any terms in regard thereof without the consent of the Deputy Accountant General, Administration, O/o Pr. Accountant General (Audit), Odisha, Bhubaneswar in writing. For any violation of this clause, the earnest money of the tendered paid along with his tender shall be forfeited.
9. If the tenderer fails to commence the work given in the scope of work within 7 days from the date of issue of written order to commence the work, the Sr. Deputy Accountant General, Administration, O/o Pr. Accountant General (Audit), Odisha, Bhubaneswar shall have right to forfeit the earnest money deposited by the tenderer absolutely without prejudice to other rights and remedies available with the office.

10. The "Notice Inviting Tender" and this "Information and Instructions for Tenderers" shall form part of the Tender Documents.
11. Any addendum/corrigendum issued before the date of opening of tender will form part of the tender documents.

Dated : \_\_\_\_\_

Witness : \_\_\_\_\_

Address : \_\_\_\_\_

Signature of the Tenderer

## GENERAL INFORMATION

1. Last Date and Time for Depositing the Bids. The sealed Bids (both technical and price) should be deposited/reach by 03-01-2019 up to 12.00 pm .The responsibility to ensure this lies with the Bidder.
2. Manner of Depositing the Bids. Sealed Bids should be either dropped in the Tender Box placed in the office and marked as “TENDER BOX” at the address: Sr. Audit Officer, (OE), Office of the Accountant General (G&SSA), AG Square, Odisha Bhubaneswar-751001 or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. Time and Date for Opening of Bids is 03-01-2019 at 3.00 pm. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the office. *Only 'Technical Bid' will be opened and date of opening of Price Bid will be intimated thereafter.*
4. Place of Opening of the Bids is chamber of Sr. Deputy Accountant General (Admn) office of the Accountant General (G&SSA), AG Square, Odisha Bhubaneswar-751001.The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
5. Forwarding of Bids. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
6. Clarification Regarding Contents of the Tender Enquiry. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the office in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the office will be sent to all prospective bidders who have received the bidding documents.
7. Modification and Withdrawal of Bids. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is

received by the office prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post.

8. Confirmation should reach the office not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. Clarification Regarding Contents of the Bids. During evaluation and comparison of bids, the office may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. Unwillingness to Quote. Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender Enquiry.
13. Pre-Bid Meeting. Pre-bid meeting will be arranged on 22-12-2018 at 11.30 AM in the Chamber of the Sr.Deputy Accountant General, (Administration), office of The Accountant General (G&SSA), Odisha, Bhubaneswar. Tenderers are requested to go through the tender notice carefully. In case any vendors requires any clarification on the specification, test parameters, quality assurance, end use, vendors can feel free to raise their query on the pre-bid meeting date given in the tender notice. Vendor's queries will be consolidated and reply will be prepared and offered to tenderers who choose to be present in the pre-bid meeting. However, vendors are advised to visit office web site for any changes in the schedules of the pre-bid meeting. Interested vendors may choose to attend the pre-bid meeting at their own cost. During the pre-bid meeting the clarification will be given and vendors will be allowed to raise further queries (only in writing) and further clarifications will be given at the end of the meeting, and this document will be the final document.
14. Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 30,000/- (Rupees thirty thousand only) along with their bids in the form of an Account Payee Demand Draft in favour of Senior Audit Officer (OE), office of the Accountant General (G&SSA) Odisha,



Bhubaneswar, from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of ninety days beyond the final bid validity period. The earnest money deposit will be returned to the unsuccessful tenderers after expiry of validity period or the award of work to the lowest bidder, whichever is earlier. Those tenderers who are registered with the Central Purchase Organization, National Small Industries Corporations (NSIC) or the concerned Department are not required to deposit EMD. However, documentary proof in support of the same shall be submitted along with the submission of the Bid in an Envelope I (A) super scribed "EMD". The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt from them of Performance Security i.e. Performance Bank Guarantee at the rate 10% of the total contract valid till expiry of 45 days after the last date of defect liability period.

## **STANDARD CONDITIONS OF TENDER ENQUIRY**

**The bidder is required to give confirmation of their acceptance of the standard conditions of the tender enquiry mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. seller in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder.**

1. Law. The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. Effective Date of the Contract. The contract shall come into effect on the date of issue of Supply Order and shall remain valid until the completion of the obligations of the parties under the contract.
3. Arbitration. All disputes or differences arising out of or in connection with the Tender/Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Tender/Contract or relating to Construction or Performance, which cannot be settled amicably, may be resolved through arbitration under the jurisdiction of the courts in Bhubaneswar.
4. Penalty for use of undue influence. The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing

any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission. The Seller confirms and declares to the Buyer that the Seller is the original manufacturer/Authorized dealer of the stores referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. Access to Books of Accounts. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. Non-Disclosure of Contract Documents. Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. Liquidated Damages. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the

maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. Termination of Contract. The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases
  - (a) The delivery of the material/services is delayed for causes not attributable to force majeure for more than 15 days after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (d) As per decision of the Arbitration Tribunal.
10. Notices. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. Transfer and Sub-letting. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. Patents and Other Industrial Property Rights. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. Amendments. No provision of present Contract shall be changed or modified in any way(including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. Rates and prices should be provided in the cost summary enclosed and clearly indicate all the taxes and other incidental charges like transportation, loading if any and shall be valid for three months (90 days) from the date of opening the tender.

## SPECIAL CONDITIONS OF TENDER ENQUIRY

The main purpose of this tender document from reputed and experienced vendors is to construct a quality, repeat quality and durable asphalt base synthetic tennis court. Non serious or inexperienced firm should not apply for this technical and sophisticated work. The bidder is required to give confirmation of their acceptance of special conditions of the tender enquiry mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. seller in the contract) as selected by the buyer. Failure to do so may result in rejection of bid submitted by the bidder.

1. The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA), Extension of time for submission of PG beyond 30 (Thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case of contractor fails to submit requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-
- (i) Irrevocable Bank Guarantee,
  - (ii) Government Securities including State Loan Bonds at 5% below the market value,
  - (iii) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks,
  - (iv) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks,
  - (v) A Deposit in the Post Office Saving Bank,
  - (vi) A Deposit in the National Savings Certificates,
  - (vii) Twelve years National Defense Certificates,
  - (viii) Ten years Defense Deposits,
  - (ix) National Defense Bonds and
  - (x) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

**All the PG in the above form should be made in favour of Sr. AO(OE), O/o the Accountant General (G&SSA), Odisha, Bhubaneswar.**

- (c) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued but before signing of the agreement. This guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 90 days.

- (i) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor”.
  
- (e) Performance Guarantee shall be released after the physical completion of the work based on the completion certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit however, shall be released after the expiry of maintenance period and after passing the final bill based on “**No Claim Certificate**” from the contractor.
  
- (f) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed and the balance work shall be got done independently without Risk and Cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm then every member / partner of such a firm shall be debarred for participating in the tender for the balance work either in his / her individual capacity or as a partner of any other JV / Partnership firm.
  
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the Contract Agreement) in the event of
  - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to Pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

## 2. **RECOVERY OF ADVANCE INCOME TAX:**

Advance Income Tax will be recovered from each bill drawn in favour of the Contractor at the rate of 2% (two percent) of the amount billed for payment to the contractor and surcharge thereof as applicable as per section 194(c) of Income Tax Act. 1961. The amount recovered of Advance Income Tax shall, however, not be made if the contractor produces orders of the competent authority of the Income Tax Department that advance tax is not recoverable from the contractor’s bills.

3. **RATES TO COVER ALL CHARGES:**

Payment Terms for Sellers. Mobilization advance may be given by the buyer on the application of the seller provided the conditions are met. Payment will be made on completion of the work. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) The seller shall submit to the buyer statement/bill of contract value of the work with copies of the documents i.e. (i) Measurements and quantum of work done and copies of instructions by the buyer and compliance made thereof, covering the work done. The Contractor shall submit copies of all the justified documents in support of the claim. All bills shall be on the printed forms.
- (d) The Seller will settle the claims within 45 days from the date of receipt of the claimant the Buyers office.
- (e) Inspection note.
- (f) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (h) Guarantee / Warranty certificate.
- (j) Performance Bank guarantee / Indemnity bond where applicable.
- (k) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (l) Any other document / certificate that may be provided for in the Supply Order /Contract.

2. Advance Payments. No advance payment(s) will be made.

3. Paying Authority. Office of Accountant General (G&SSA), Odisha, Bhubaneswar.
4. Fall Clause. The following fall clause will form part of the contract placed on successful Bidder –
  - (a) The price charged for the stores supplied or any installation under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking the Central or State government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
  - (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Buyer and Paying Authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
5. Risk & Expense clause. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
6. In case of a material breach that was not remedied within 30 days, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-(a) Such default.(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
7. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Seller.
8. Specification. The Seller guarantees to meet the specifications as per Part-II of Tender Enquiry.



9. OEM Certificate. In case the Bidder is not the OEM, Authorized dealer Certificate/the agreement certificate with the OEM for sourcing the spares shall be mandatory.
10. Packing and Marking. The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
11. Inspection Authority. **After completion of laying Asphalt base layer and cushion layers (as per technical specification) a joint inspection by a technical expert/consultant along with officer from Buyer's side and authorized representative from the Seller side shall carry out the inspection. A measuring book/statement containing date wise record of the work done shall be prepared and be made available for checking by the Buyer before settlement of claims.**
12. Franking Clause: The following Franking clause will form part of the contract placed on successful Bidder -(a) Franking Clause in the case of Acceptance of Goods/Services. "The fact that the goods/services have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".(b) Franking Clause in the Case of Rejection of Goods/services. "The fact that the goods/services have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."
13. Defect Liability clause: The following defect liability and warranty clause will form part of the contract placed on the successful Bidder –
  - (a) Defect liability period shall be one year.
  - (b) **If within the period of defect liability, the goods/installation (Tennis court surfaces) are reported by the Buyer to have failed to perform as per the specifications, the Seller should attend the problem with 03(Three) working days and replace or rectify the same free of charge, within a maximum period of 18 days of receipt of complaint of such defect received by the Seller. The performance bank guarantee given by the contractor shall stand**

forfeited if the contractor fails to remove the defects during this period and the defect will be removed at his risk and cost.

- (c) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment/services/installation (Tennis court surfaces) shall be provided by the Seller and he will ensure that the downtime is within 5% of the warranty period.
- (d) If a particular equipment/goods/installation (Tennis court surfaces) fails frequently and/or, the cumulative down time exceeds 30% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 60 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after User Inspection by the Buyer/date of installation and commissioning.
- (e) The Seller will guarantee the shelf life of 07 years under the Indian tropical condition as given below:-
  - (i) Minimum temperature : (-) 05° C
  - (ii) Maximum temperature : 50° C
  - (iii) Average Humidity : 90%
- (g) The colour of playing and non playing area will be discussed after award of contract. The Seller is required to give detail of all the colours available.
- (h) Tennis Court as per the terms & conditions mentioned below:

The approved make of materials has to be from Deco turf/ Rebound ace. Bidders are to note that in-order to avoid any poor quality materials and tampering, materials quality will be checked prior to the start of work and if any discrepancy or malpractice is found, the executing agency shall be debarred / blacklisted from any further execution / future bidding in Indian Audit & Accounts Department.

- (i) All the work will be carried out through experienced agency/ contractor those who are empanelled with AITA.
- (ii) The agency should have completed Twelve or more Nos. of courts of the similar nature i.e. Synthetic court with asphalt base during last three calendar years and
- (iii) Should have completed at-least three or more synthetic courts with asphalt base during the period from 01.01.2018 to 31.12.2018 (please enclose complete details, including satisfactory services from purchaser organization along with their contact details).
- (iv) The recommended materials as mentioned above by the AITA shall be included in the specifications.
- (v) The bidder/firm should be free from any litigation/court cases and should not have been debarred from bidding / execution in last three years.

- (vi) Bidders are to note that since any Synthetic surfaces require regular maintenance, interested parties are to ensure that a minimum of 3 years of periodic maintenance is to be provided by them after the completion of the project failing which the security amount deducted from each running bill is liable to be forfeited.
- (vii) After the successful completion of the work, the court has to be certified by any ITF certified coach and thereafter only bills shall be released.
- (viii) The Bidder should be a profitable company for the last financial year and must have an annual turnover of at least Rs. 2.0 crore for financial year ending 31<sup>st</sup> March 2018.(please attached certificate).
- (ix) The bidder should have executed at least one ITF approved work in which any ITF organized event must have taken place.(please attached certificate).
- (x) **NEGOTIATION:**  
Should the O/o the AG(G&SSA) decide to enter into negotiation with the Tenderer before awarding the work, as a Special Case "The Tenderer shall not be permitted to increase his quoted rates under any circumstances even if it includes withdrawal/modification of Special Conditions given by the Tender along with original tender and not acceptable by O/o the AG(G&SSA)".
- (xi) **EXECUTION OF WORK ECONOMICALLY:**  
The O/o the AG(G&SSA) reserves the right to get the work executed in the best and economical manner, and may and/or may not operate any items of works as the appropriate authority at site may consider fit.
- (xii) **Completion Period:**  
Completion period of the above work is **60 days** from the date of issue of Acceptance letter. Work should be started within 15 days after issue of acceptance letter indicating awarding of contract. A time bound schedule along with bar charts shall be submitted by contractor to the Sr. Audit Officer/Welfare, O/o the AG(G&SSA), Odisha, Bhubaneswar for execution of work before the start of work. The extension in completion period due to weather shall be considered during execution stage by verifying local conditions and will be at the Discretion of the competent authority
- (xiii) **Warranty:** A warranty for a period of 3 years for any product/manufacturing defect shall be provided by the firm submitting the quotations and will be effective from the date of completion of work in toto.

Sd/-  
Sr. Deputy Accountant General (Admn.)

## DECLARATION

To

Sr. Deputy Accountant General,(Administration),  
O/o Accountant General (G&SSA),  
Odisha, Bhubaneswar.

I/We have read & examined the following tender documents relating to the work of **Construction of 1 No.Tennis Court (09 Layers) at O/o Accountant General (G&SSA), Odisha, Bhubaneswar.**

- a) Notice inviting tender
- b) Information & instructions for tenderers
- c) General conditions of contract
- d) Special conditions
- e) Criteria for technical & financial qualifications
- f) Schedule of Quantities

I/We hereby, tender for execution of the works referred to in the documents mentioned in paragraph Above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications, and other details given therein and at the rates contained in Schedule of Quantities within the period(s) of completion as given in Notice Inviting Tenders and subject to such terms and conditions as stipulated.

I/We agree to keep this tender open for acceptance for **90 days** from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

A sum of Rs. 30,000/- is hereby forwarded in form of Demand draft as earnest money.

I/We agree if I/We fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works, as provided in the document referred to in paragraph 1above, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid, and the office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

I/We certify that the tender submitted by me/is strictly in accordance with the terms, conditions, specifications, etc. as contained in your tender documents, referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid document.

Witness \_\_\_\_\_ Signature in the capacity of :

Duly authorized to sign the tender  
On behalf of the (in block letters)

Date \_\_\_\_\_

## **CRITERIA FOR TECHNICAL & FINANCIAL QUALIFICATIONS**

- (I) The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender Enquiry, both technically and financially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/services/installation as mentioned in the Tender Enquiry. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender Enquiry. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the *lowest price of the synthetic tennis court* quoted by the particular Bidder as per the Price Format given. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (d) The Lowest Acceptable Bid will be considered further for placement of contract /Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

**Schedule of items, quantities & rates of work**  
**(Financial Bid)**

1. Name of work -- Asphalt base synthetic tennis court (9 layers measuring 120 x 60 feet)

2. Approx Value --

Sl. No.	Detailed Work Requirement	Unit	Nos	Length	Bredth	Height	Qty	Unit Price	Estimate (C)
1.	<b>Civil Asphalt/ Bitumen Base</b>								
	A. Earth Work in excavation of foundation in all kinds of soil with initial lead and lift including rough dressing and leveling the bed including labour, machineries, T&P etc.								
	B. Providing, leveling and compacting original ground supporting embankment to facilitate placement of first layer of embankment, scarified top adepth of 150 mm, mixed with water at OMC and then compacted by rolling so as to achieve minimum dry density								
	C. Providing and laying granular sub base with close graded IV materials. Spreading in uniform layers with mortar grader on prepared surface mixing by mix in place method with rotavator at OMC and compacting with VRR to achieve desired density as per louse 401of MORT & H specification of road & bridge work labour, machineries, T&P etc								
	D. Providing, laying, spreading and compacting graded stone aggregate (size range: 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads and lifts, laying in uniform layers with mechanical paver finisher in sub base/ base course on well prepared surface and compacting with vibratory roller of 8 to 10 ton capacity to achieve the desired density								
	E. Providing and applying primer coat using bitumen emulsion conforming to IS:8887, using emulsion pressure distributor including preparing the surface								
	F. Providing and laying bituminous macadam using crushed stone aggregates of specified grading, pre-mixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying manually to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density.								
	G. Providing and applying tack coat with bitumen of 60/70 grade emulsion over granular surface using emulsion 0.20 kg/sqm including labour, machineries, T&P etc.								
	H. Providing and laying semi-dense bituminous concrete using crushed stone aggregates of specified grading pre-mixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying manually to the required grade, level and alignment and rolling with smooth wheeled vibratory and tandem roller to achieve the desired compaction and density as per specification.								
2.	<b>Toe Wall</b>								
	A. Earth work excavation by mechanical means of all soil, carriage of debris, surplus earth from work site including labour, machineries, T&P etc.								
	B. Supplying and spreading sand filling including labour, machineries, T&P etc.								

	C. Supplying and laying of CC (1:3:6) in foundation using 40mm downgraded metal including labour, machineries, T&P etc.								
	D. Supplying and constructing of fly ash brick masonry in cement mortar (1:6) including labour, machineries, T&P etc.								
	E. Supplying and plastering of 12 mm thick plaster in cement mortar (1:6) including labour, machineries, T&P etc.								
	F. Finishing with two or more uniform coats of weather coat paint over a coat of primer on new work including cost of all materials, labour, T&P etc.								
3.	<b>ACRYLLIC SYNTHETIC COURT: (9 layer)</b>								
	Providing and laying ITF approved (category 3) Acryllic Synthetic Court for Tennis Court which includes one layer of Asphalt Re-surfacer, water silica and sand and six layers of rubber cushion and rubber crumbs (coarse & fine), one layer of filler colour coat with accumulation of colour concentration, silica and sand; one layer of top colour coat with white line marking as per ITF approved norms and terms. (Make- Reboundace/ Deco Turf) *The bidder must have executed any ITF certified synthetic turf and the work certificate must be issued by any government official not below the rank of Executive Engineer.								
4.	<b>ACCESSORIES:</b>								
	A. Fixing of ITF approved international standard removable pole and net. 1 Pair Each.								
	<b>Sub- Total for 120*60ft</b>								

Name & Address of Tenderer :

Signature & Seal of Tenderer :