



**Office of the Chief Executive Officer,
Tarinimaa Keunjhar Women Fish Farmers Producer Company
Limited, Keonjhar, Odisha**

**DETAILED TENDER CALL NOTICE
(For different work)**

For the Year-2023-24

Contractor

CEO, TKWFFPCL

1. Sealed tenders are invited from the registered Contractors of State Govt. A, B, C & D class contractors (Mentioned in DTCN Column No-7) in prescribed form to be eventually drawn in P.W.D. form No. P1 and will be received at Office of The Chief Executive Officer (CEO), Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited (TKWFFPCL), C/o – Bipin Behari Jena, Maa Santoshi Colony, Kashipur, Keonjhar, PIN- 758001(Odisha)

ANNEXURE-I

Sl. No.	Name of the work	Scheme	Est. Cost put to tender in Rs.	EMD	Cost of Tender Paper in Rs.	Period of Completion & Class of Contractor
1	2	3	4	5	6	7
1.	POND CONSTRUCTION FOR FISH FARMING IN HATADIHI BLOCK	DMF Fisheries Project	8399999.00	84000.00	10000.00	9 Months C&B class contractor
2.	POND CONSTRUCTION FOR FISH FARMING IN HARICHANDANPUR BLOCK	DMF Fisheries Project	26599999.00	266000.00	10000.00	9Months B & A class contractor
3.	POND CONSTRUCTION FOR FISH FARMING IN BANSPAL BLOCK	DMF Fisheries Project	9799999.00	98000.00	10000.00	9Months C&B class contractor
4	POND CONSTRUCTION FOR FISH FARMING IN KEONJHAR SADAR BLOCK	DMF Fisheries Project	7559999.00	75600.00	10000.00	9 Months C&B class contractor
5	POND CONSTRUCTION FOR FISH FARMING IN JHUMPURA BLOCK	DMF Fisheries Project	9799999.00	98000.00	10000.00	9 Months C&B class contractor
6	POND CONSTRUCTION FOR FISH FARMING IN CHAMPUA BLOCK	DMF Fisheries Project	8959999.00	89600.00	10000.00	9 Months C&B class contractor
7	POND CONSTRUCTION FOR FISH FARMING IN JODA BLOCK	DMF Fisheries Project	1679999.00	16800.00	6000.00	6 Months D, C&B class contractor

- 1) The tender document (**DTCN & BOQ**) can be obtained from district **NIC Website(www.kendujhar.nic.in)** from **Dt-24.01.2024**.
- 2) The tender document (**DTCN & BOQ**) duly signed by the Contractors should be accompanied with the self attested photo copy of valid GST Clearance certificate, PAN card, IT returns for last 3 years, Registration Certificate and requisite EMD in shape of Demand Draft drawn in favour of “The Chief Executive Officer, Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited, Keonjhar” payable at “Keonjhar” from any Nationalized Bank.
- 3) The tender document (**DTCN & BOQ**) should accompanied with requisite tender paper cost in shape of Demand Draft drawn in favour of “The Chief Executive Officer, Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited, Keonjhar” payable at “Keonjhar” from any Nationalized Bank.
- 4) As per codal provision works more than Rs.50.00lakhs should be in double cover mode (as per letter no-01/WR, Dated-01.01.2019 i.e cover-I contains (Technical Bid), Cover-II contains (Financial Bid) to be fill up separately indicating therein as “Cover-I & Cover-II” respectively and finally put together in one cover. The Cover-II of the bidder will be opened, if the bidder qualified in technical bid i.e cover-I.
- 5) 1st Cover (Technical Bid) should contain requisite tender paper cost, EMD, GSTN, PAN, IT returns for last 3 years, Contractor’s RC.

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- 6) 2nd Cover (Financial Bid) should contain Bill of quantities (BOQ) & additional performance security (if applicable).
- 7) The tenders will be received up to Dt- **20.02.2024 till 3:00 pm** and addressed to Office of The Chief Executive Officer (CEO), Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited (TKWFFPCL), C/o – Bipin Behari Jena, Maa Santoshi Colony, Kashipur, Keonjhar, PIN- 758001(Odisha) through **Registered/Speed Post only**.
- 8) The tender is scheduled to be opened on **21.02.2024 at 11:00 am** at Office of The Chief Executive Officer (CEO), Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited (TKWFFPCL), C/o – Bipin Behari Jena, Maa Santoshi Colony, Kashipur, Keonjhar, PIN- 758001(Odisha) in presence of the tenderers or their authorized representatives.
- 9) All bidders shall have to submit an affidavit in support of authenticity of documents/ credentials.
- 10) The detail terms and conditions can be seen at **NIC Website (www.kendujhar.nic.in)**.
- 11) The name of the work should be written on the **top of the envelope**.
- 12) The undersigned reserves the right to cancel the tender without assigning any reason thereof.

2. The tenderers should please note that the work will have to be completed within **06 (Six) months and 09 (Nine) months (depending upon time mentioned in col. 7 of TCN)** commencing from the date of issue of work order. Tenderers are required to submit detail program of works along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No.-P1. Without these programs of works, the tender will be considered defective. Authority for acceptance of tenders would rest with The Chief Executive Officer, Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited, Keonjhar.

3. Tenderers are required to submit the cost of E.M.D. @ 1% of Tendered Value (Mentioned in Column No. 5)

4. (a) The plan & specification for the work can be seen at the Office of The Chief Executive Officer (CEO), Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited (TKWFFPCL), C/o – Bipin Behari Jena, Maa Santoshi Colony, Kashipur, Keonjhar, PIN- 758001(Odisha) during working hours and days. 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 (DTCN, BOQ & Tender Call Notice) for the work from district **NIC Website (www.kendujhar.nic.in)**. The tender paper cost as mentioned in column no-6 of tender call notice should be accompanied along with the tender paper in shape of Demand draft drawn in favour of “The Chief Executive Officer, Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited, Keonjhar” . The amount is not refundable. The name of the tenderer and the name of the work are to be super scribed on the cover.

(b) The authority will not be responsible if any portion of the tender document is modified and in all cases these conditions stipulated in the original document kept in the office of the undersigned shall prevail.

(c)The intending tenders may remit the cost of the tender papers through Bank Draft. However, the organization will not be held responsible, if there is any delay in receipt of tender documents by the intending contractors sent by department through

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registered post and similarly the tender documents sent through registered / Speed post do not reach in the Office of The Chief Executive Officer (CEO), Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited (TKWFFPCL), C/o – Bipin Behari Jena, Maa Santoshi Colony, Kashipur, Keonjhar, PIN- 758001(Odisha) 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 will be borne by the intending tenderers.

5. The CEO, TKWFFPCL reserves the right to reject any or all the tenders received without assigning any reasons thereof.

6. The tenderer whose tender is selected for acceptance shall within a period of seven days upon written information being given to him of acceptance of his tender make an initial security deposit @ 1 % (One percent) of the tendered amount. So that the earnest money and initial security deposit will be 1% of the tendered amount as shown in clause 3 above and sign the agreement in the P.W.D. Form No.-P1 (Schedule XLV No.-61) for due fulfillment of contract in the office of the CEO, TKWFFPCL.

The security deposit, together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security deposit for the 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 CEO, TKWFFPCL shall be foundation of 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 officer authorized to enter into the contract. The office will accept the security deposit in the form of N.S.C., N.D.C., Postal Time Deposit Pass Book duly pledged to “The Chief Executive Officer, Tarinimaa Keunjhar Women Fish Farmers Producer Company Limited, Keonjhar” and in no other form. 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 and in the BOQ of the work otherwise the tender will be liable for rejection. In case of discrepancy between words and figures, the words shall prevail. The tender shall be written legibly and free from erasures, overwriting or conversation of figures. Corrections where unavoidable should be made by scoring out initialing dating and rewriting.

8. If the contractor removes any materials or stock so supplied to him from the site of work with a view of disposing of 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 or stock according to the stipulated rates and the penalty to impose shall be recovered from any sum that may then or at any time there after become due to the contractor or from his security or from the proceeds of sales thereof.

9. The contractor should be fully liable to indemnify the department for payment of any compensation under “Workman” compensation Act. VII of 1023 on account of

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the workmen being employed by him and the full amount of compensation paid will be recovered from the contractor.

10. Every tenderer must examine the detailed specification of Orissa before submitting his tender. The rights is reserved without impairing the contract to make such increase in the quantities or items of work mentioned in the scheduled attached to the tender notice as may be considered necessary to complete the work fully and satisfactory. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the Company 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 deduction and such omission deduction shall in no case invalidate the contract and no extra monetary compensation will be entertained.

Office will not supply any materials what so ever for the work. The tenderer shall be financially solvent and stable for advance procurement of all materials required for the work vide Government of Odisha Finance Department Memo No.-48443 / F Code- 46 / 95 dated 11.12.1995.

11. For the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither partly to the contract at any place outside the State of Odisha

12. Earth bond of the ponds shall be well compacted and size shall be as per the engineer incharge.

13. Baling out water from the foundation either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks. The rates quoted should be for finished items of work inclusive of these incidental items of work.

14. 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 25.11.1957 .

15. Tenders are required to abide by the fair wage clauses as introduced by the Government.

16. The contractor should arrange at his own cost necessary tolls and machineries required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such machineries and cost of consumable.

17. The contractor will have to submit to the CEO, TKWFFPCL monthly return of labour both skilled and unskilled employed by him on the work.

18. The tenderers are required to go through each clause of P.W.D. Form No.-P1 carefully in addition to clauses mentioned herewith before tendering.

19. No tender documents will be sold to the intending contractor after the last date stipulated for sale of tender paper.

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20. In the event of any delay due to supply of detailed designs for unavoidable reasons, reasonable extension of time will be entertained under any such circumstances, for which no claim undertaking has to be furnished by the contractor in the prescribe Performa along with the application for extension of time submitted by him.

21. No contractors will be permitted to furnish their tenders in their own manuscript papers.

22. Every tenderer is expected before quoting his rates to inspect the site of proposed works. He should also inspect the quarries and satisfy himself about the quality, availability of materials medical aids labor food stuffs etc. and the rates should be inclusive of all items of works.

23. The Company will not however after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.

24. The tender containing extraneous conditions not covered by the tender call notice are liable for rejection.

25.(a) The contractor shall have to furnish a certificate in the prescribed proforma enclosed herewith along the tender to effort that he is not related to any officers of CEO, TKWFFPCL.

CERTIFICATE OF NO RELATIONSHIP

I / We hereby certify that I / We am / are not related to any officers of CEO, TKWFFPCL. I / We am / are also aware that if the facts subsequently proved to be false my / our contract will be rescinded with the forfeiture of E.M.D. and total security deposit and I / We shall be liable to make good of the loss or damage resulting from such cancellation.

I / We also note that in case of non-submission of this certificate with tender my / our tender is liable for rejection.

Date.....

Signature of Tenderer

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

27. Tenderers required to submit (a) list of works in their hand in the prescribed proforma herewith, (b) list of T&P and (c) list of works executed along with the tender.

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CERTIFICATE OF WORKS IN HAND

(a) I / We do hereby certify that at present the following works are in my / our hand.

Sl. No.	Particulars of works 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.
1	2	3	4	5	6

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

Date.....

Signature of Tenderer

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(b)

CERTIFICATE OF THE LIST OF T & P

I / We do hereby 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 render my / our tender liable for rejection.

Date.....

Signature of Tenderer

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(c) **CERTIFICATE OF THE LIST OF WORK EXECUTED**

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

Sl. No.	Particulars of works already executed.	Approximate amount of each work.	Name of Department under which the works executed.	Period of commencement and period of completion.	Whether the works were completed in stipulated period.
1	2	3	4	5	6

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

Date.....

Signature of Tenderer

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28. 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.

29. At their opinions 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. (Also see clause 34)

30. The contractor shall employ one or more Engineering Graduates or Diploma Engineers as apprentices at his own cost for works costing Rs.2.50 Lakhs or more.

31. 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 of materials octroi duties all other taxes including sales tax, ferry / tolls 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 work. No rent will however be payable to Government for temporary occupation of land or owned by Government at the site of the work.

(b) Labour camps and huts necessary to suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for works.

(d) Fees and dues hired by Municipal. Canal and water supply authorities.

(e) Suitable equipments and wearing apparatus for the labourers engaged in risky operation.

(f) Suitable fencing barriers signals including paraffin and electrical signal 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 of any major precautions also sums which may become payable due to operation or Workmen's compensation Act.

(h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

31. Under section 12 of the Contract labour regulation & abolition Act 1970, the contractor who undertakes execution of work through labour should produce valid licence from licencing authority of labour department.

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

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33. If the contractor quotes abnormally low rates for some items and the department decides to accept the tenders then the department would have the discretion of with holding the differential cost between the amount of low rated items and corresponding estimated amount from their payment due against other item till such low rated items are completed in full an as approved specification.

34. Additional performance security: If the bid of the successful bidder is seriously unbalanced in relation to Engineer's estimate of the cost of work to be performed under the contract, the officer inviting the bid may require the bidder to produce detailed price analysis for any or all items of the bill of quantities which are quoted 10% below the estimated rates to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the officer inviting the bid may require that the amount of the performance security set forth be increased at the expense of the successful bidder to a level sufficient to protect the Engineer-in-Charge against financial loss in the event of default of the successful bidder under the contract. If the contractor fails to do these items of work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.

- (i) In order to assess the amount of additional performance security, items for which the quoted price(s) is / are below 10% of the corresponding estimated costs shall be taken into consideration. The amount shall be determined as follows. Additional performance security = difference of 90% of the summation of amount at estimated rates and quoted rates for those items, where the quoted rate is 10% less than the estimated cost.
- (ii) The additional performance security as per clause Vide Letter No.4559/W, Bhubaneswar/Dt.05.04.2021Govt. of Odisha Works Dept. shall be furnished by the bidder before execution of the agreement as follows:

Sl. No	Range of Difference between the estimated cost put to tender and Bid Amount	Additional Performance Security to be deposited by the successful Bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference Between Estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference Between Estimated cost put to tender and Bid Amount)

35. Affidavit to be furnished by the contractor at the time of submitting of Tender about the authentication of Tender documents including Bank Guarantee (3% of the entire contract value).

An affidavit shall be furnished by the contractor at the time of submission of Tender papers about the authentication of tender documents including Bank Guarantee (3% of the entire contract value) (Vide Govt. of Orissa, Works Department

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Code-14/2004-9414, dt-08.06.04, concurred by Law Department Finance, vide their U.O.R. No.-1242, dt-05.08.03 and No.-193/WF-I, dt-04.03.04 respectively).

36. Clauses for site engineer and road furniture etc. in DTCN / Agreement.

In Works department Letter No.-10407, dt.-25.06.2004, the agencies executing major works should possess full-fledged field laboratory for testing of the quality of the work. Under the same clause, the following provision is to be made as per Works Department No.-12351/W, dated 23.07.2004.

- 1) An technical personnel of the executing agency should be present at work site at the time of visit of Inspecting Officers in the rank of designation of technical officer.
- 2) Display Board should be placed by the executive agency indicating Name of the department, Name of the work, estimated cost, financial year etc as per the direction of Eng- in- Charge.

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.

2.The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners / I have abandoned any road/ bridge/Irrigation /Buildings or other project work in _____ India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.

3.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.

4.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.

(Signed by an Authorized Officer of the firm or Bidder)

Date: -

Issued to Shri Contractor class
..... Address
.....

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