

TERMS AND CONDITIONS

1. The Tenderer has to produce documents in support of his valid Regd. License / PAN / VAT C.C. at the time of purchase of Tender paper. Otherwise no tender papers will be issued in his favour.
2. The tender may not be the discretion of the competent authority be considered unless accompanied by attested copies of VAT C.C., Income Tax clearance certificate / PAN requisite EMD and valid registration certificate.
3. Tenders in complete shape must be accompanied with attested copies of valid registration certificate, PAN Card, VATCC, along with original money receipt/Draft/Pay order towards purchase of Tender paper & required EMD in shape of Demand draft/Pay order/post office saving account/N.S.C/K.V.P/post office time deposit, pledged in favour of **Chairman RMC Bhadrak**. The EMD should be deposited for each work separately. No adjustment of EMD from one work to another work will be entertained. Tenders without required EMD will be liable for rejection. Necessary concession to the SC/ST and Physical handicapped contractors are applicable as per rules in force.
4. **In case of less quoted tenders, the Tenderer has to deposit the differential amount (between the tender cost and quoted cost) at the time of submitting tender paper for additional performance security** in shape of Demand draft/Pay order/post office saving account/N.S.C/K.V.P/post office time deposit, pledged in favour of **Chairman RMC Bhadrak**. No concession will be given to the contractors of all categories (For non submission of differential amount). In case of non submission of differential amount at the time of submitting tenders the tender shall be treated as rejected. Any undertaking for extension of time in this regard will never be entertained.
5. Each tender shall be accompanied by original affidavit regarding authentication of documents, furnished by the tenderer failing which tender will be liable for rejection.
6. The successful bidder is required to deposit I.S.D @1% of the tender cost before executing agreement.
7. The contractor should abide by the fair wages clause introduced by Govt. and shall not pay dues less than the fair wages fixed by the Govt. from time to time to the labourers engaged by him in the work.

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8. All the tenders received will remain valid for a period of 90 (ninety) days from the date of receipt of tenders. Subsequently the period of validity, can be extended with consent, by tenderer as well as the Chairman RMC.
9. The right is reserved to make such increase or decrease in quantities of items of work mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the contract work and such increase or decrease shall not be entitled to any compensation and this account except extension of time where considered necessary. Right is also reserved to omit any items of works included in the tender schedule as is considered necessary and the contractor shall not be entitled to any compensation on this account.
10. Items or work not covered in the tender schedule shall be paid at current schedule of rates and those not covered in the said schedule of rates will be paid on actual analysis approved by the competent authority or on derivation from the quoted rates.
11. On no account the contract work should be sublet to any body without prior approval of the competent authority of the department and in such an event the contract may be rescinded.
12. No compensation for any damage done by rains or by similar action during the execution of work will be paid.
13. The contractor shall make at his own cost housing accommodation and medical aid to the labourers engaged in the work.
14. The contractor shall make arrangement at his own cost at the work site for proper storage of the materials made over to him.
15. The tender, which is not in the prescribed proforma & not strictly according to the terms and conditions of the tender call notice and specification, is liable for rejection.

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16. As regards extra items of work besides the schedule of quantities written order must be obtained from the Engineer-in-charge before the work is taken up.
17. The contractor is to supply necessary labour and materials, for the purpose of alignment, layout & profiling whenever required at his own cost,
18. The tenderers are required to go through each clause of R.M.C. form No. F-2 carefully in addition to clauses mentioned herein before tendering for the work.
19. Approach road to the site will be made and maintained by the contractor at his own cost and responsibility for which no payment will be made by the Department.
20. All the materials required for bonafide use in the work, depending on the description of the departmental authority will be supplied by the contractor only. The materials will be carried to site of work by the contractor at his own cost. Before procuring the materials, the contractor should take clearance from the Engineer-in-charge and the materials produced by him should be got approved by the Engineer-in-charge before use. No departmental materials will be issued to the contractor.
21. Dewatering & Cofferdamming and diversion arrangement for drain water & road if required during execution will be done by the contractor at his own cost & responsibility.
22. Water for execution will be arranged by the contractor at his own cost & responsibility.
23. Concrete should be vibrated with skin vibrator or pan-vibrator as per requirement at contractor's own cost.
24. The contractor is entitled to pay only at the rates quoted by him and enter in the agreement. If the contractor is required to do any ancillary work for doing the

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main work as per the contract, it will be entirely to his account and nothing extra over and above the agreement rates will be paid.

25. The contractor will make his own arrangements to watch the materials at site at his own cost till the work is finally closed and handed over.
26. Any damage caused to the work due to any cause what so ever during the execution will be made rectified by the contractor until is handed over to the department in completed shape "Any cause" includes natural calamities of all kinds.
27. If the proportionate progress will not show with 15 days from the date of commencement of the work, the contract is liable to be closed as per relevant penal clause of the F-2 agreement.
28. The bidder shall quote rate on %(percentage) basis only (% excess / less / equal) in both in figure and words at appropriate place of tender schedule. The case of % (percentage) rate tenders, only percentage quoted shall be claimed. Percentage quoted by tenderer should be accurately filled in figure and words. If any discrepancy in figure and words quoted, the words shall be taken as correct.
29. All conditions, special conditions put forth by the tenderer/contractor before or after execution of this agreement whether submitted along with the tender or before or after shall automatically stand rejected and superseded by the terms and conditions of this agreement/DTCN. The terms and conditions of the DTCN shall form part of the agreement. In case of any conflict, the terms of agreement and DTCN will prevail.
30. Over and above to this conditions the terms and conditions and rules and regulations as laid down Orissa. Detailed Standard Specifications are also binding on the part of this contract.

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