

### INDIRA GANDHI INSTITUTE OF TECHNOLOGY SARANG: DHENKANAL (ODISHA)-759146 (An Autonomous Institution of Government of Odisha)

No. IGIT/EM/229

Date. 10 09 2024

#### **TENDER CALL NOTICE**

Sealed tenders are invited from the Registered Agencies/firms/C&D class contractors having experience in demolition of unsafe building with disposing of unserviceable materials and giving credit to serviceable materials of the building. The Agencies/firms/contractors may download the tender documents from Institute website i.e. www.igitsarang.ac.in.

Tender fees

: Rs.2,000/- (In shape of DD in favour of Director I.G.I.T, Sarang)

**EMD** 

: Rs. 10,000/-(In shape of DD in favour of Director I.G.I.T, Sarang)

Last date & time for Receipt of Tender: 21/10/2024 at 3.00 P.M.

Date of time of opening of Tender

: 23/10/2024 at 4.00 P.M.

The tender should be submitted through Registered post or speed post only addressing to the Director, I.G.I.T, Sarang, Dhenkanal-759146 super scribing the envelop "Demolish of dilapidated and unsafe Building (Akash Bhawan B Block)".

#### INSTRUCTIONS TO BIDDERS

- 1. The Bidders shall submit financial bid in sealed envelope super scribing "Tender for Demolition of dilapidated and unsafe RCC building (Akash Bhawan B-Block) at IGIT Campus, Sarang Dhenknal, 759146, The Sealed envelope addressed to the Director, IGIT, Sarang shall contain following documents:
- Prescribed EMD.
- · Supporting documents of relevant Experience
- Financial Bid-Duly filled up BOQ with sign and stamp on each page. The Bidders shall sign and stamp each and every page of financial bid.
- 2. The Bidders are advised to visit and inspect the site at his/their own cost and responsibility and to gather all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse forenoonperformance/ shortcomings in the contract work.

For site inspection, Estate Manger, IGIT, Sarang may be contacted (M. 9438242988).

- 3. The rates quoted by the Bidders should be expressed accurately both in words and figures to avoid any scope of discrepancy. All corrections in the tender shall be duly attested by initials (countersigned) of the Bidders. Corrections if not attested, may entail rejection of tender. The rates quoted by the Bidders in tender will be the basis of finalizing the tender.
- 4. It shall clearly be understood that the rates quoted in the tender are for complete work at site as per instructions to Bidders, terms of contract, special conditions of contract specifications and drawings, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract although may not have been made in the specifications or in drawings or in tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labour and material and labour conditions or any other reason whatsoever during the period of execution.
- 5. The Bidders shall use only the form issued width stande rtofillup.
- 6. Every page of the tender shall be signed on the bottom of right and side and any tender not so completed shall be treated as defective and liable to be rejected.
- $7.\ The contract will be governed by the Contract Act of the State and all other relevant laws.$
- 8. The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work. The rates shall be inclusive of GST, applicable or any other tax including Cess or duty levied by any Government or Public bodies.
- 9. AllpaymentsduetotheContractorunderthecontractwillbemadewithTaxdeductionsasper the prevailing rates from the Contractor's account bills as notified by the various govt. authorities.
- 10. Rates to be quoted strictly as per the terms and conditions, specifications, Standards given in the tender document and not to stipulate any deviations.
- 11. Addendatothisdocumentifissuedpriortosubmissionofthetendermustbesignedand submitted along with the tender document.
- 12. A transfer of Tender Document is not permitted.

The validity of offer of the bidder shall be 30days from the date of opening of bid

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#### GENERAL RULES, TERMS AND CONDITIONS OF CONTRACT

- 1. Sealed Tenders are invited for the Demolition of dilapidated and unsafe RCC building (Akash Bhawan B-Block) at IGIT Campus, Sarang Dhenkanal disposing of unserviceable material and for giving credit to serviceable materials of the building.
- 2. The existing building is a load bearing structure with RCC slabs and masonry walls. The building is more than 20 years old and consists of ground floor, stair headroom. The interested Applicants / Bidders can inspect the building for gathering necessary information before submission of the bids
- 3. The Contractor shall demolish the complete building including the foundation, plinth, flooring in and around the building and all other structures including RCC slabs, beams, columns, masonry walls, doors, windows, ventilators and all other items, dispose the debris out of the IGIT, Campus & other unserviceable material on dumping yard approved by local authorities and as per the norms / rules and regulations of National Green Tribunal (NGT), at their own cost.
- 4. The Bidders shall quote the maximum amount in tender that can be offered to the **I.G.I.T** for the serviceable materials after estimating / accounting the cost of demolition, disposal of debris & unserviceable materials as above.
- 5. The work is to be completed in all respect within 30 days from the date of handing over the site. The work shall commence within a week from the date of issue of Letter of Intent (LOI) from the undersigned or the date of handing over of site whichever is later.
- $6. \ The time is the essence of the contract and shall be strictly observed by the Contractor.$
- 7. The intending applicant/ bidder shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour / equipments required, access and storage for materials and removal of wastes. The Bidders should quote taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful Bidders will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.
- 8. **I.G.I.T** is not responsible for any loss or devaluation or the quality of the materials found while dismantling and it will be at the total responsibility of the Contractor. The Contractor should carry out the job within the given time limit at his risk and cost and with all safety provisions required for the job. The Contractor will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract.
- 9. Any type of failure in carrying out the jobs will result into Arbitration Proceedings as mentioned in Arbitration Clause and any such failure will also attract forfeiture clause of EMD / Security Deposit.

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- 10. List of self owned demolishing, handling, dismantling, transporting equipments. Details of labour having experience in demolition and dismantling and supervisory staff.
- 11. The Bidders shall submit his quotation in India Currency (In figures as well as in words).
- 12. Earnest money of Rs. 10,000/- (Ten Thousand only), in the form of Demand Draft / pay order drawn in favour of "IGIT, Sarang is to be submitted along with the tender document. The tenders not accompanied with the EMD amount shall be summarily rejected. The EMD of the unsuccessful Bidders will be refunded without any interest within 30 days, subsequent to decision of awarding the work.
- 13. EMD-The tender/Bid received without EMD or in the form of F.D.R shall be rejected.
- (i) Earnestmoneyofthebiddersshallbeforfeitedinthefollowingeventsandreasons:
- a. If the bidder with draws the offer with in validity of tender.
- b. If the bidder after submission of the tender, imposes condition(s).
- (ii) Earnest money of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the security deposit within the stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the I.G.I.T and if case of failure/ deviation to perform or complete the work within stipulated period as per the agreed terms and conditions the EMD/ Security Deposit shall be forfeited.
- 14. The discretion of acceptance or rejection of the tender will rest with the I.G.I.T and I.G.I.T shall not be bound to accept any tender and it may reject the same without assigning any reason whatsoever. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect, are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the Contractors who resort to canvassing are liable for rejection.
- 15. (i)TheContractorshallfollow/obeytheprovisionsofalllocalBye-lawsorsafetymeasures / relating to the demolition work and to the regulations etc. of the Government and Local Authorities including cordoning off the property from neighboring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighboring buildings etc., The amount should be quoted after taking into account the cost and liabilities for license fees etc. if any, in complying the regulations of local authorities.
- (ii) Before actually taking up the demolition of the building the Contractor shall ensure proper disconnection of Electrical power to the building and disconnection of water supply and sanitary connection to the building.
- (iii) The Contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code and National Green Tribunal (NGT). If, any loss, damages, legal cost is suffered by the I.G.I.T in the event of defective or inferior quality of work/ non- compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed bythe Contractor, the Contractor shall in dignify up to the extent of such loss / damages and keep harm less to The I.G.I.T, incurring all expenses and consequences of such loss / damages and legal cost.

- (iv) Contractor shall have to provide all safety appliances i.e. safety helmet, safety belt etc.to his workers while working at height with his own cost and follow all safety rules regulation and all statutory provisions etc. in force. He shall be liable for accident, injury, losses due to any accident or negligence of his workers and he shall be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this work contract.
- 16. The Security deposit will be refunded to the Contractor after adjusting the amount quoted for the serviceable material only after all the demolition work is completed in all respect and all the debris are cleared from the site to the satisfaction of the **I.G.I.T** and also duly certified by the Project Manager within the stipulated period. If the work is not completed in all respect within the time schedule mentioned above, the **I.G.I.T** will forfeit the security deposit and terminate the contract.
- 17. All taxes including G.S.T. or any other tax like work contract tax, turn-over-tax, etc., in respect of this contract shall be payable by the Bidders and the **I.G.I.T** will not entertain any claim whatsoever in this respect.
- 18. The tender shall remain open for acceptance for a period of 30 days from the date of opening of tenders. If any Bidders withdraw his tender be forethesaid period, then the **I.G.I.T** shall be at the liberty to forfeit Earnest Money paid along with the tender.
- 19. The tender document consists of Notice inviting tender, Instruction to Bidders, General Rules, terms and conditions of contract, bidding schedule, Indemnity Bond and tender offer. All these components form part of the tender. It is obligatory on the part of the Bidders and sign for all the component parts.
- 20. The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition shall liable to be rejected.
- 21. PAYMENT TERMS: After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the foundation footings etc. if any, the **I.G.I.T** agrees to refund to the successful Contractor the security deposit in excess of the quoted amount without any interest. The completion certificate shall be certified by the Estate Manager. The decision of the **I.G.I.T** shall be final in this regard. In case the Contractor fails to complete the demolition works and clear the debris in time, in such an event **I.G.I.T** shallforfeithhesecuritydepositandshallgetheuncompletedworkdonethrough some other agency at the cost of the Contractor. Any expenditure incurred by the **I.G.I.T** in undertaking the incomplete works shall be borne by the Contractor.
- 22. LIQUIDATED DAMAGES: If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, penalty @ of Rs. 1000/- per day (Rupees one thousand) shall be imposed for the period exceeding stipulated time.

DIRECTOR

23. ARBITRATION – In case of any dispute or difference arising in relation to meaning or interpretation of the agreement or purported failure or breach or meaning thereof, such disputes, both the parties will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator who shall be nominated by the Director of the I.G.I.T. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Dhenkanal. The decision / award of the arbitrator shall be final and binding.

24. JURISDICTION: All disputes arising out of this agreement are subject to the jurisdiction of Courts in Dhenkanal.

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

26. For any clarification, the Estate Manager may be contacted.

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DATE:

SIGNATURE OF THE BIDDERS WITH COMPLETE ADDRESS AND TELEPHONE NUMBERS

Witnesses:

1.

2.

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## **BOQ & PRICE BID FROMAT**

# Demolition of Dilapidated and unsafe RCC Building (Akash Bhawan B Block) at IGIT Campus

SI.No.	Description	unit	Qty	Rate (Rs.)	Amount(Rs.)
1	Dismantling of Dilapidated and unsafe RCC Building (Akash Bhawan B Block) at IGIT Campus from the existing ground level, leveling and grading of the entire area and disposal of the debris within a	Sqm	600		
	lead of 5 K.M as per the direction of Engineer-in-charge. The scope of work includes				
	dismantling of all brick masonry     work, reinforced cement concrete work				
	and earth work from existing ground level 2)Grading and leveling of the entire				
	area. 3) Disposal of the debris up to lead 5 K.M and leveling at disposal site. The cost includes all T & P, machineries, transportation, loading and unloading,				
	fuel, labour etc complete  TOTAL VALUE IN INR (EXCLUDING GST)				
	GST SHALL BE EXTRA AT ACTUALS		- Energie		

CONTRACTOR

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	CONTRACT	
(Demolition of Existing Building and u IGIT Campus,Sarang Dhenknal,75914 IGIT,Sarang, Dhenknal,759146		
THISAGREEMENT is made at	on this day of	, 2022.
	BETWEEN	
The Estate Manager, IGIT Campus,Sara unless repugnant to the context or meani		
	AND	
Sri / M/s		having its registered office
at		
"Contractor" which expression shall, units successors and permitted assigns and		
WHEREAS THE I.G.I.T is desirous of RCC building (Akash Bhawan B-Bl Technology and had invited the tender for	ock) situated inside the I	
ANDWHEREAS, the Tender was opened Declared successful bidder. Pursuant to a Contractor who accepted the same and hatterms & conditions set forth herein under	that a Letter of Intent dated as agreed to perform the work	was issued to the
NOW THIS AGREEMENT WITNESSE  1. In this agreement words and expressigned to them in the conditions of cor  2. The following documents with these construed as part and parcel of this agreement.	ssion shall have the same natract hereinafter referred to. se presents shall be deemed	to form and be read and

- Document comprising Tender Notice, instruction to Bidders, General Conditions of the Contract, Appendices, bid of fer. c) Corrigen dum toten der document if any d) Letter from Contractor dt.

....... in response to the negotiation meeting discussions held on...... e) Letter of Acceptance issued to Contractor by I.G.I.T vide letter no..........Dated) Letter of Intent (LOI) and its acceptance thereof. h) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

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

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

INDEMNITY BOND (Demolition of dilapidated and unsafe RCC building (Akash Bhawan B-Block) at IGIT Campus, Sarang Dhenknal, 759146, Director, IGIT, Sarang.

THI	S DEE	D OF INDEN	MNITY BOND is made on this	day of		month	of
year	two th	ousand twent	ty two()By Sri/M/sduly	v represente	ed by pro	prietor	one/one
01	its	partners	Sriaged	years,	son	of	
	• • • • • • • • • • • • • • • • • • • •		Residing at				

WHEREAS,I am the Authorized Partner/ Proprietor / Owner of M/s ....., and in response to the Press Notice/ EOI, I have applied for the tender for the work Demolition of dilapidated and unsafe RCC building (Akash Bhawan B-Block) at IGIT Campus, Sarang Dhenknal,759146, The Sealed envelope addressed to the Director, IGIT,Sarang WHEREAS, I am being a successful bidder has secured the subject work through competitive tendering for the Work of Demolition of dilapidated and unsafe RCC building (Akash Bhawan B-Block) at IGIT Campus, Sarang Dhenknal, 759146, The Sealed envelope addressed to the Director, IGIT, Sarang. AND WHEREAS, for Completion of the Demolition work, I have entered into a contract agreement dated ...... with the I.G.I.T Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. ...... And in consideration of I.G.I.T having agreed to make payments on the bills claimed by me based on the works completed by me in respect of Demolition of dilapidated and unsafe RCC building (Akash Bhawan B-Block) at IGIT Campus, Sarang Dhenknal, 759146, The Sealed envelope addressed to the Director, IGIT, Sarang and referred to above:

I hereby undertake to indemnify and keep harmless the I.GI.T from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty demolition and for violating rules and regulations for which I shall be solely responsible. If, any loss, damages, legal cost is suffered by the I.G.I.T in the event of defective or inferior quality of work/ non-compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by me, I shall indemnify up to the extent of such loss / damages and keep harm less to The I.G.I.T, incurring all expenses and consequences of such loss / damages and legal cost.