



**GOVERNMENT OF ODISHA
PANCHYATI RAJ & DRINKING WATER DEPARTMENT
D.R.D.A. KEONJHAR.**

OFFICE OF THE PANCHAYAT SAMITI, BANSPAL

**DETAILED TENDER CALL NOTICE
For different works vide TCN No - 02/2020-21**

Name of the Work :-

CONTRACTOR


Block Development Officer, Banspal.

OFFICE OF THE PANCHAYAT SAMITI: BANSPAL

DETAILED TENDER CALL NOTICE (02/2020-21)

Terms and Conditions

1. Sealed percentage rate tenders are invited from the registered contractors of "C" & "D" Class registered under Govt. of Odisha to be eventually drawn in PW.D. Form No.P-1 for the work as mentioned in col.no.2 of tender call notice. Tender paper (DTCN & BOQ) will be available in the district **NIC website (www.keonjhar.nic.in)** from **20.01.2021 to 03.02.2021**. The tender paper cost as per col.no.5 of tender call notice should be accompanied alongwith the tender paper in shape of Demand draft drawn in favour of Block Development Officer, Banspal payable at Banspal. The last date of receipt of tender paper in the above mentioned Office through Registered Post/Speed Post is **03.02.2021 up to 5.00 P.M.** The tenders will be opened by the BDO, Banspal Block in the Conference Hall of Banspal Block on **04.02.2021 at 11.00 A.M.** in presence of the tenderer or their authorized representatives.
2. The value of the work tendered is as per tender call notice.
3. Earnest money deposit @ 1% (one percent) of the amount put to Tender, must accompany with the tender. The earnest money shall be duly pledged in favour of the BDO Banspal and may be in shape of Deposit Receipt of any Nationalised Bank/Post Office Saving Accounts/NSC/Postal Time Deposit Account/KVP failing which the tender will be rejected.
NB. Engineer contractors are exempted from furnishing earnest money but should enclose an affidavit to the effect that they have not availed the benefit of exemption thrice in the current financial year. They have to show the original registration certificate to the tender opening authority for verification and record in the registration certificate.
4. The work is to be completed within 04 (Four) calendar months (including moonsoon) from the date of issue of the work order.
5. a) The plans specification and scope for the work can be seen in the Office of the BDO, Banspal during the working days between 20.01.2021 to 03.02.2021.
b) The tender will be valid for 90 days from the date of its opening.
6. **Each tender must quote a definite percentage rate (up to two decimal) of work to be included in the contract and tenders containing indefinite terms such as estimated rates or each item rates will not be considered.**
7. The authority reserves the right to reject any or all the tenders without assigning any reason there to.
8. All rates should be for finished items of work unless or otherwise mentioned in the tender schedule.
9. All taxes, fees, royalties, Cess etc. payable under the local rule including GST, Labour Welfare Cess, Income Taxes, Octroi Tax etc. will be paid by the contractor and these must be included in the rates quoted. No extra payment will be made during the period of contract for any enhancement of taxes, tollage, labour welfare cess or royalty etc., as affected by the Union Govt. or State Govt. or any other authority.
10. The contractor should abide by fair wages clauses introduced by the Govt. and will not pay less than the fair wages fixed by Govt. to the labourers engaged by him for the work.
11. The tender will be summarily rejected unless the tenderer encloses the certified copy of the Income Tax Clearance Certificate (PAN) and GST Clearance Certificate along with the tender duly self attested. The original certificate shall have to be produced (if required) at the time of opening.
12. The percentage rates as per the tender schedule should be written both in figures and words and in the event of any discrepancy the unit rates written in word shall prevail.

Block Development Officer
Banspal

13. Percentage of work not covered by the tender schedule shall be paid at the current Schedule of Rates of the State and those not covered by the said Schedule of Rates will be paid on actual analysis approved by competent authority as accommodated for in clause 10 of P1 contract.
14. The contractor shall be liable to provide full indemnity to the department for the payment of any compensation under the workman compensation Act - VIII of 1923 on account of workman employed by the contractor and the full amount of such compensation payable will be recovered from the contractor.
15. The authority reserves the right to make any increase or decrease in the quantities of items of works mentioned in the schedule attached to the tender notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate the contract rates. The contractor shall not be entitled for any compensation on this account except extension of time when considered necessary.
16. The tenderer whose tender is accepted shall forthwith upon intimation given to him in writing on acceptance of his tender is to make an initial security deposit of 2% including E.M.D. within fifteen days of such intimation and sign the agreement in P.W.D. Form No. P1 for the due fulfillment of other contract in the office of the *Block Development Officer, Banspal, Keonjhar*. The security depeoit shall be treated as an initial security deposit against fulfillment of the contract. The earnest money deposited at the time of the tender is liable for forfeiture in case of failure by the successful contractor to deposit the security within schedule time for entering into the agreement. The security deposit together with earnest money should be taken as security deposit for fulfillment of the contract.
17. The earnest money of the unsuccessful tenders will be refunded on application as per rules applicable.
18. That for the purpose of jurisdiction in the event of any dispute if any, the contract should be deemed to have been entered in to with in the state of Orissa and it is agreed that neither party to the contract or the agreement will have the right to bring a suit in regard to the matter covered by this agreement or contract at any place out side Orissa.
19. The work may be split up and distributed among several contractors if considered necessary on the emergent circumstances of the work and the contractor is not entitled to any compensation on this account.
20. No compensation will be paid by the Department for any damage done by Rain, Flood, Cyclone or by any other natural calamities, labourers made idle, labour strike, public agitation or riot and so the rates of the contractor should include all such contingency during the execution of work.
21. Every tenderer is deemed to have visited the site of the work and quarry before tendering and should have made himself thoroughly satisfied with the quantity and quality of the materials available. No extra lead will be admissible for any material. The rates shall be inclusive of all leads, lifts, conveyance charges, royalty and all other taxes including local taxes of all materials. It should be understood clearly that no claim whatsoever, would be entertained afterwards on the plea of non-availabijty of proper quantity, quality of materials, or any other ground.
22. An engineering personel of the executing agency should be present at the work site at the time of visit of Inspecting Officers of the department of the rank of the Asst. Engineer or above or any officer of the rank of Asst. Secretary or above of the department.
23. Conditional tender shall not be entertained.
24. Tenderers are required to go through each clause of P.W.D. form No. P1 carefully in addition to the clauses mentioned here in before tendering the work. While submitting the tender, the tenderer should sign in each page of tender documents. (Note: Arbitration Clause - 22 of P.W.D. form No. P1 has been deleted as per works Department No. 29449, dt.24.12.81)
25. The condition in this detailed call notice will form part of agreement to be drawn by the contractor,
26. On no account, the contract work should be sublet to any body without the prior approval of the competent authority of the Department and in such an event, the contractor may be penalized under appropriate clause of P1 contract.
27. The contractor shall provide at his own cost housing accommodation, water supply arrangement, sanitary arrangement, fuel, provision and medical aid to the labourers engaged for the work.

28. The work is to be carried out in accordance with the Orissa Detailed Standard Specification and Technical Specification as directed by Engineer-in-charge.
29. As regards extra items of work besides the agreement items or extra quantity of any items besides the scheduled quantity, written order must be obtained from the competent authority before commencement of that additional work.
30. The contractor shall sign as a token of final acceptance on the plans, sections and agreements for the work prior to taking up the work for execution.
31. The contractor is to supply necessary labour and materials for the purpose of layout whenever required at his own cost.
32. A) The materials, if available in the store of the department, will be supplied to the contractor for use in the work and the contractor shall use such materials without any controversy or dispute on this account. The rates of issue of such materials will be as per the materials statement attached in P.W.D. P1 form.
- B) The Contractor shall make arrangement at his own cost at the work site for proper storage and safe custody of the materials made over to his/them. The Engineer-in-Charge has right to refuse to issue materials unless he satisfies regarding storing arrangements made by contractor at work site.
- C) Steel bars of only manufacturing companies such as SAIL are to be used in major structures like bridges, multi-stored building and water retaining structures. But re-rolling steel/ bars should not be used in any work.
- D) The cement of the companies having their own manufacturing unit of the State of Odisha are to be used in all works.
- (i) Royalty for stone product @ Rs 130.00 (Rupees One hundred thirty) only per cum and for sand & Moorum @ Rs 35.00 (Rupees Thirty five) only per cum is to be recovered from the bill of the contractor.
- (ii) Empty gunny bag @ Rs 3.60 (Rupees Three and sixty paise) only per bag is to be recovered from the bill of the contractor.
33. a) After the work is finished all surplus materials and debris should be removed by the contractor from the site to a safe distance as may be directed by the Engineer-in-Charge without any extra payment.
- b) The contractor will construct and maintain roads to quarries, borrow areas, approach road within the project site and to individual structure as is necessary for transport of materials and inspection of work at his own cost.
- c) Water required for cleaning either materials or surface for work and curing for cement works etc will be arranged by the contractor at his own cost and carriage cost of water, sinking of well shall not be paid at any account. This is treated as inclusive in his item rates.
34. Letters found intimating modification to the tenders already submitted will not be considered.
35. The tender, which is not in the prescribed proforma and is not strictly according to the terms and conditions of the tender notice and specification, is liable for rejection.
36. All preliminary work such as vats, mixing platform etc are to be done by the contractor at his own cost and shall be dismantled and removed from the site of work at his own cost after their utility period.
37. The contractor should at his own cost arrange necessary tools and plants required for the work at his own cost. The running charges of such plant and cost of consumables are to be borne by the contractor.
38. Under no circumstances, interest is chargeable for the dues or any additional dues, (if any) payable for the work shall be entertained.
39. It shall be distinctly understood that it is entirely the responsibility of the contractor to make such arrangement, as may be required from time to time to protect the men, machinery, materials and the work under progress and work for which the measurements were recorded and payment made against damages either during working season or during the rainy season. The department accepts no liability, whatsoever for any damages or loss of men, materials, machinery and work or any hindrance caused to the progress of work.
40. Dewatering of any magnitude either for excavation of foundation to finished section and laying concrete or masonry work or any structure when and wherever necessary during the execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate.

41. The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labourer depending on the workload and working place available. No claim for idle labour on any account will be entertained.
42. No extension of time shall be allowed to the contractor. However, it may be considered in case of unavoidable reasons. The extension of time may be allowed if authority feels necessary.
43. After completion of the work the contractor shall arrange at his own cost all requisite equipments and labour for testing the work and bear the entire cost of such test.
44. The contractor should install a Laboratory with provision of equipments and personnel at the project site to conduct the required field level tests during the progress of the work.
45. To guard the adherence of time stipulation, the contractor will have to furnish the detail work programme showing there in the periodical progressive attainment with detail of skill unskilled labourer and the T & P to be deployed in the work.
46. The Department will provide no Electric Supply. The contractor has to make his own arrangements with Electrical Authority for taking necessary connection to his work site, colonies etc. by fixing meters and make payment to Electrical authority as per the prevailing tariff of power consumed.
47. All correspondences with the tenderer will be made through post in the address given in the tender. The tenderer must mention in the tender, his correct postal address where letters can be delivered to him. The department will not be held responsible for non receipt of any letter by the tenderer either for wrong address given by him or for his absence from the given address.
48. Construction of coffer dams required for diversion of flow of Nalla for execution of work, excavation of channel and approach channel should be included in the rates. The channels should be filled up and the coffer dam should be dismantled when required as per instruction of E.I.C, for which no extra payment is to be made.
49. All the intending tenderers shall furnish the following information in the proforma given below along with the tender.
- Particulars of each work completed as prime contractor for last three years with details of Agreement No, Amount, Name of Division, date of commencement and completion duly supported with completion certificate from an officer not below the rank of Executive Engineer of State Government.
 - List of T & P, vehicles machineries available with him.
50. Additional performance security will be deposited by the bidder whose bid is considered acceptable by the competent authority, when the bid amount is less than estimated cost put to tender, in such an event the successful bidder will deposit the additional performance security (APS) to the extent of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of post office savings bank account/National Savings Certificate/Post Office time deposit account / Kissan Vikas Patra/ Deposit receipt of schedule Bank pledged in favour of *Block Development Officer, Banspal, Keonjhar* before acceptance of the tender within seven days of opening of tender, otherwise the bid shall be cancelled. Further, proceeding for blacklisting shall be initiated against the bidder following all codal procedure from time to time as laid down..
51. Only those tenderers who are willing to accept all the terms and condition of the detailed tender call notice need submit the tenders.
52. Tender should be dropped in the particular box bearing the identification number mentioned in the tender call notice tendering authority shall not be held responsible if the tender is dropped in a wrong box, The same will be eventually cancelled, Tender call notice and Invitation for bid are synonymous
53. EMD furnished in improper instrument, inadequate value and not pledged in favour of the appropriate authority shall render the tender liable for rejection. The word "Bid Security & EMD" and "Bid & Tender" mentioned elsewhere in this document are synonymous.
54. In the case of "Government parties", Co-operative Societies, Diploma or Degree holders in Engineering who are registered with the department, the rules framed by government from time to time about earnest money deposit, initial security deposit will apply. In case is engineer contractor claiming for exemption of EMD, he has to produce R.C. Book before opening of tender failing which the tender will be rejected.

55. Provision of incentive will be made in the agreement if the agreement value is more than, Rs. 10.00 crores. This incentive will be @ 1%, in case of completion of work ahead of one month (part of month shall be excluded) and the maximum amount payable will be fixed at 2%, if the work is completed two months ahead of the schedule time. In such case incentive will be paid with approval of the next higher authority of tender accepting authority on completion of original work before original time schedule of.

56. The contractor shall furnish an affidavit duly sworn in before Executive Magistrate/Notary along with tender paper as per format enclosed in Annexure 'A' of detailed tender call notice, regarding authenticity of documents, E.M. D. in any approved shape and tender paper.

57. In case of work costing more than 2.5 lakhs the contractor shall employ one or more engineering graduate or diploma holders as apprentice at his own cost as per clause 17 (b) and (c) of P1 contract.

58. Additional Clause: Engagement of contract labour without valid labour license is a violation and punishable under the provision of contract labour (R & A) Act. 1970. The contractor is required to execute any work must obtain license from the licensing officer before executing the agreement.

59. Request for transfer / adjustment of earnest money deposit from other works will not be entertained.

60. The tenders will be considered to be valid for ninety days from the last date of receipt of the tenders. In case the 1st lowest tenderers or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tenderer for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivesing the tenderer.

61. Each tenderer shall submit only one tender for one work. In case multiple tender for one work is received, the bidder shall be disqualified from the tender process.

62. In case the tenderer backs out from the tender before expiry of validity period, the EMD shall be forfeited.

63. If the contract will be rescinded due to reasons attributable to the contractor (recession notice in writing to the contractor under the hand of the BDO shall be conclusive evidence) 20% of the value of the left over works will be realized from the contractor as penalty.

64. No excess rate shall be allowed over and above the estimated cost put to tender.

65. If it is found that, more than one tenderer quoted the lowest rate are equal, the tender accepting authority will finalise the tender through a transparent lottery system on the same day for two tenderes. If the 1st. selected tenderer (L-1) through lottery system failed to execute the agreement within fifteen days, then the 2nd. selected tenderer (L-2) through lottery system will be called for agreement by rejecting the 1st. tenderer.

AFFIDAVIT

Annexure - 'A'

I Sri _____ aged about _____ Yrs.

Son/Daughter/Wife of Sri _____ at present residing, AT

_____ P.O. _____, P.S. _____

Dist. _____, Pin _____ do hereby solemnly affirm as follows.

i) That, I possess a valid license for Execution of works contract issued by _____
_____ belongs to _____ Class & is valid up to

ii) I am submitting tenders before the BDO, Banspal for execution of following works in response to
Tender Call Notice No.

1 _____

2 _____ etc.

- iii) I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the BDO, Banspal including E.M.D. in any shape are all authentic and bonafied documents in the eyes of the law of the land.
That the facts stated in the affidavit are true to the best of my knowledge and belief.

Note: Mention the license issuing authority
Mention the date up to which the license is valid
Mention name of works for which tender be being submitted.

Signature of Contractor

PROFORMA FOR 49 (a)

Particulars of each work completed as prime contractor for last three years.....

Sl. No.	Name of Work	Agreement No.	Agreement Value/ Dev. Value	Stipulate Date of Comencement/ Completion	E.O.T.	Name of Division

PROFORMA FOR 49 (b)

List of T&P, Machinaries & Vehicle available with bidder.

Item equipment	Requirement for this work		Availability Proposal			Agreement	Remarks
	No.	Capacity	Owned	Leased	To be Procured	Total	

[Handwritten signature]
10/1/20