



**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 - 01/2021-22**

Name of the Work :-Const. of A.W.C.Building at.....

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Block Development Officer,  
Banspal.

### **TERMS AND CONDITIONS**

1. a) Sealed tenders are invited from the registered Contractors of State Govt. C & D class contractors in prescribed form to be eventually drawn in P.W.D. form No. P1 and will be received at O/o Block Development Officer, Banspal up to 1.30PM Dated-04.05.2021 for the works as mentioned in the ANNEXURE-I and will be opened before the tender committee in the presence of the tenderers or their authorized representatives at 9.00AM on Dated-05.05.2021. The amount of the estimate is approximately as mentioned in Column no-4 of the ANNEXURE-I.

b) If the tenderers quoted their rates less than the amount put to tender, the affidavit in lieu of APS will be submitted by the successful bidder for the cost of less quoted in percentage of the amount put to tender before signing the agreement of the contract as per Office Memorandum No.4559 Dated 05.04.2021 of Works Deptt. Govt. of Odisha, (Additional Performance Security in case of Abnormality Low Bids) will be followed as detailed below:-

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
i.	Below 5%	No Additional performance security
ii.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid amount)
iii.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

c) No excess rate beyond the schedule rate shall be allowed in execution for the works tendered for.

d) The rate should be quoted in terms of % (percentage) Less or Excess up to two decimal point only over the gross value of the amount put to tenders(Both in words and figures in details).

e) If the rate quoted by all the tenderers will be equal, then transparent lottery will be drawn on the same day in the presence of the tenderers/their authorized representatives for L-1 & L-2. If the 1<sup>st</sup>.selected tenderer (L-1), through lottery drawn failed to execute the agreement within the stipulated date (within seven days), then the 2<sup>nd</sup>. selected tenderer (L-2) will be called for agreement by rejecting 1<sup>st</sup> tenderer.

2. The tenderers should please note that the work will have to be completed within four calendar months commencing from the date of issue of work order. Tenderers are required to submit detail programme of works along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No.-P-1. Without these programmes of works, the tender will be considered defective. Authority for acceptance of tenders would rest with Block Development Officer, Banspal.

3. Tenderers are required to pay earnest money (EMD) at 1% of the estimated amount either in shape of Bank Draft/N.S.C./ Kissan Vikas Patra/ Postal Time Deposit Pass Book/ Deposit Receipt of Scheduled Bank duly pledged to the Block Development Officer, Banspal otherwise their tender will not be considered.

The earnest money will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in O.P.W.D. Code and the same will be retained in case of the successful tenderers and will not carry any interest.

4. (a)The plan & specification for the work can be seen at the office of the Block Development Officer, Banspal 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) for the work from district NIC Website ([www.keonjhar.nic.in](http://www.keonjhar.nic.in)). The tender paper cost as mentioned in column no-6 of ANNEXURE-I should be accompanied along with the tender paper in shape of Demand draft drawn in favor of Block Development Officer, Banspal payable at Banspal. 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) All other Information's can be obtained on application to the Block Development Officer, Banspal. The authority will not be responsible if any portion of the tender document is modified and in

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all cases this conditions stipulated in the original document kept in the office of the undersigned shall prevail.

(c) The intending tenderers may remit the cost of the tender papers through postal money order. 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 registered post and similarly the tender documents sent through **registered / Speed post/Courier** do not reach in the Block Development Officer, Banspal by the scheduled date and time, their offers will not be considered on any account, even if the tender documents were despatched by the tenderers after the due date. The cost of registration will be borne by the intending tenderers.

5. The Block Development Officer, Banspal reserves the right to reject any or all the tenders received without assigning any reasons there of.

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 2% 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 Block Development Officer, Banspal.

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 Block Development Officer, Banspal 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 of behalf of the Government. The department will accept the security deposit in the form of N.S.C., N.D.C., Postal Time Deposit Pass Book duly pledged to Block Development Officer, Banspal 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 rates should be quoted in **words and figures** and the units in words in the respective 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's or conversation of figures. Corrections where unavoidable should be made by scoring out initialing dating and rewriting. The tender should also show total of each page and grand total of whole tender.

8. The contractors shall be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax & Income Tax, Ferry & Tollage charges and Octroi Taxes are to be paid by Contractor.

9. The tender may not, at the discretion of the competent authority, be considered unless accompanied by attested copies of Sales Tax clearance certificate, non assessment certificate, as the case may be and the original certificate produced before the Block Development Officer, Banspal at the time of opening of the tender.

10. 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.

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

12. Every tenderer must examine the detailed specification of Odisha 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

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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 Govt. 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.

Department 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.

No excess rate of building materials like Cement/MS rod beyond the rate approved by the Collector & DM, Keonjhar shall be allowed. Only the cement of the companies having their own manufacturing unit of the State of Odisha are to used in all works which are approved for the district.

13. All reinforced cement concrete work should conform to Odisha Detail standard specification & should be of grade M 150 and M 200 equivalent to nominal proportion 1:2:4 / 1:1.5:3 having minimum compressive strength in work test of 150 Kg/ Cm<sup>2</sup> / 200 Kg / Cm<sup>2</sup> in 15 Cm. cubes at 28 days after mixing and test conducted in accordance with I:S-456 & 516 using 12mm. to 20mm. size hard black crusher broken granite chips. (20mm size not to exceed 25%)

14. Shuttering and centering shall be with seasoned sal wood planks and the inside of which shall be lined suitable sheeting and made leak proof and water tight or alternatively steel shuttering and centering may be used.

15. 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

16. After the work is finished all surplus materials and debris are to removed by the contractor and preliminary work such as vats, mixing platform etc. are to be dismantled and all the materials are to be removed from the site. The ground upto 15m wide from the building should be cleared and rough dressed. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

17. The contractor shall not interface with the execution of water supply or electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.

18. The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

19. The contractor will have to arrange for water supply for all works and make sanitary arrangements at this own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

20. 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, level pillars profiles and enching and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.

21. All the quantities mentioned in the schedule are combined for ground floor and multistories incase multistoried building the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individuals items.

22. Cement concrete in roof slab beams etc. wherever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers, vibrators and pumps etc. for the purpose.

23. It should be understood clearly that no claim what so ever will be entertained.

24. 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 .

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

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26. The society will have the right to supply at any time in the interest of work any departmental materials to be used in the work, in addition to those mentioned in the clauses No.13 and the contractors shall use such materials without any controversy or dispute on that account. The rate of such materials will be at stock issue rates fixed by the departmental plus storage charges or market rates whichever is higher.
27. The contractor will be responsible for the loss or damage of any departmental materials equipments supplied to him under clauses 13, 30 and 32 during execution of the work due to reason whatsoever and cost of such materials will be recovered from him at prevailing stock issue rates plus storage charges or market rates whichever is higher.
28. The contractor should arrange at his own cost necessary tools and plants machines concrete mixer & vibrators and other machineries such as pumps etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant and cost of consumable.
29. The contractor will have to submit to the Block Development Officer, Banspal monthly return of labour both skilled and unskilled employed by him on the work.
30. 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.
31. No part of the contract shall be sublet without written permission of Block Development Officer, Banspal or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
32. No tender documents will be sold to the intending contractor after the last date stipulated for sale of tender paper.
33. If further necessary information is required B.D.O., Banspal Block, Keonjhar will furnish such, but it must be clearly understood that the tenders must be received in order and according to the institutions.
34. Cement shall be used by bags and weight of cubic meter of cement being taken as 14.42qti.
35. In the event of any delay due to Department in the supply of departmental materials or supply of detailed structural 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.
36. "Before issue of the above materials to him the contractor shall furnish Bank Guarantee of any of the Nationalized Banks for a sum of equal to the cost of materials. The Bank Guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full. If the materials are partly utilized the unutilized materials are returned by him to the Department in full and in good conditions and receipt thereof duly acknowledged by the concerned Departmental Officer".
37. No contractors will be permitted to furnish their tenders in their own manuscript papers.
38. 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. In every case the materials must comply with the relevant specifications and samples of stone metals chips etc. and other materials to be used are to be deposited in sealed bags duly labeled nothing the name of quarry under dated initials by the tenderer for approval of the Block Development Officer, Banspal.
39. Government 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.
40. All fittings for doors and windows if supplied by the contractor should be of best quality and should be got approved by Assistant Executive Engineer, Banspal Block, Keonjhar, before they are used on the work.
41. The tender containing extraneous conditions not covered by the tender call notice are liable for rejection.
- 42.(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 Block Development Officer, Banspal, Keonjhar.

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(b) **CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officers of Block Development Officer, Banspal, Keonjhar. 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

43. 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.

44. After completion of the work, the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.

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

46. **GOVERNMENT OF ODISHA FINANCE DEPARTMENT**

1. (Memo No.-48443 / F-Code-46 / 95 dated 11.12.1995 regarding "Discontinuance of the system of procurement of stock by Engineering Department").

X

X

X

2. With a view to avoiding these situations Govt. have been pleased to decide that with effect from 1.4.96 there will no purchase of department store materials nor booking of materials to show utilization of budget provision. It will be the responsibility of the contractor to purchase stores and utilize them in the work since materials like cement, steel etc. are easily and abundantly available at places, there will be no difficulty for contractors to procure the same. Therefore the future agreement with the contractors shall be executed accordingly and necessary modification to the agreement from may be made. In case where agreement have already been executed for department supply of materials, efforts should be made to fulfill the same by utilization to the existing stores and also through inter divisional and even inter department transfer of stores. For utilization of the surplus materials, agreements may however be made for supplying of materials to the extent available. In this way the existing materials should be exhausted.

3. Maintenance work should be undertaken by purchasing materials in case of departmental execution of work by directly charging to site account or through contractors. There should not be advance purchase of materials for the sake of storing and utilizing the same in future works.

4. Consequent upon introduction of the new system the Engineer-in-Charge of the work will have to exercise strict quality control and ensure that materials used by the contractors conform to the standard specifications.

X

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5. (a) Certificate of list of works in hand.

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.

(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 SIMILAR TYPE OF WORKS EXECUTED**

I / We do hereby certify that the following works have been executed by me / us in the past 3 Years.

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.

47. 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.
48. All reinforced cement concrete works like lintels, column, beam chajja, roof slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
49. 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 60)
50. 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. The apprentices will be selected by the Chief Engineer (R&B) Odisha. The stipend to be paid to the apprentices should not be less than Rs.200 and Rs.150 per month in case of Graduate Engineer, Diploma, holder engineers respectively. The period of employment will commencement within one months of the date of issue of work order and would last till the date when 90% of work is completed. Number of apprentices employed should be fixed by Chief Engineer in any manner so that the total expenditure does not exceed 1% of the tendered cost of the work (vide works & Transport Department, Letter No.-17331, Dt.-12.08.1966).
51. 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.

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

(i) The contractor has to arrange all the building materials including the equipments required for under reamed pile foundation for starting the work.

52. 2.10% of the gross amount of the bill and surcharge as applicable will be deducted from the contractor's bill towards Income Tax.

53. The contract value of Rs.1.00 Lakh and above the sale tax will be deducted @ 4% from the bill of contractor.

54. 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.

55. The Fly ash brick should be proper shape and of good qualities. The brick should be approved by the Engineer-in-Charge before use in the work and should confirm the minimum strengthen as per national building code.

56. When department machinery will be utilized in the work by the contractors necessary and prevailing hire charges as fixed by the departments will be recovered from the contractor who may see the hire charges of the machinery in the office of the Block Development Officer, Banspal.

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

58. 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.

59. M/s O.B.C.C. Ltd. shall be allowed a price preference to the extent 3% on lowest tendered amount where the tender is not lowest provided they express willingness to execute the work after reduction of rates by negotiation.

60. 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) If the quoted rate(s) of the price bid is / are found to be front loaded, i.e. the items to be carried out in the beginning of the contract are quoted 25% higher than the estimated rates, the bid shall be evaluated as unbalanced bid and additional performance security of 10% shall be retained on the amount of those items.
- (iii) The additional performance security as per clause shall be furnished by the bidder before execution of the agreement in the form of NSC/ KVP/ POTD pledged in favour of Block Development Officer, Banspal, Keonjhar in shape of Fixed Deposit Receipt at any schedule bank, which will be over and above the performance security.

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61. Affidavit to be furnished by the contractor at the time of submitting of Tender about the authentication of Tender documents including Bank Guarantee.

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 (Vide Govt. of Orissa, Works Department 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).

62. 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 engineering personnel of the executing agency should be present at work site at the time of visit of Inspecting Officers in the rank of Executive Engineer, DRDA /Asst.Executive Engineer, Banspal Block.
- 2) Brick Masonry Display Board should be constructed by the executive agency indicating Name of the department, Name of the work, estimated cost, financial year etc as per the direction of Engineer-in-Charge.

Total 62 (Sixty two)Clauses Only.

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