

GOVERNMENT OF ODISHA

**PANCHAYATI RAJ AND DRINKING
WATER DEPARTMENT**



BID DOCUMENT

DETAILED TENDER CALL NOTICE

(For Different Works Vide TCN No-1/2021-22)

OFFICE OF THE PANCHAYAT SAMITI, GHATGAON

Name of the work :-

**DISTRICT RURAL DEVELOPMENT AGENCY,
KEONJHAR**

Contractor

Block Development Officer, Ghatgaon

**GOVT. OF ODISHA
PANCHAYATI RAJ AND DRINKING WATER DEPARTMENT
PANCHAYAT SAMITI, GHATGAON**

2. Total No. Of Works: 48 (Forty eight Nos)
3. Approximated Estimated Cost: **Rs.**
4. Class of Contractor:
5. Period of Completion: 4(Four)/6(Six) Calendar month
6. Date of sale of Tender Paper: - *Dt. 10.05.2021 to 24.05.2021 during office hour.*
7. Last date of receipt of Tender Paper: - *Dt.24.05.2021 till 1.00PM.*
8. Date and time of Opening of Tender Paper: - *Dt.25.05.2021 at 9.30 A.M.*

The details can be seen from the website <http://www.kendujhar.nic.in> and from the **DTCN**.

Contractor

Block Development Officer, Ghatgaon

OFFICE OF PANCHAYAT SAMITI, GHATGAON

Letter No: 1245 / Date: 30.04.2021

DETAIL TENDER CALL NOTICE01/BDO-GHATGAON OF 2021-22

The Block Development Officer, Ghatgaon invites scaled percentage rate tenders in single cover system on behalf of Government of Odisha from registered and eligible class of civil contractor of the state P W D (R&B)/Water Resources/Rural Works/M./C.P.W.D for the following works eventually to be drawn up in the P.W.D F-2 forms in conformity with the Detailed Tender Call Notice. The Block Development Officer, Ghatgaon reserve the right to reject any or all the tenders without assigning any Reasons thereof. Other details can be seen in the bidding documents.

Sl. No	Name of the Work with Location	Scheme	Est. Cost Put to Tender (Rs.)	Cost. of Tender Document. (Non-refundable) (Rs.)	Class of Contractors	Time of Completion
1	2	3	4	6	7	8
1	Construction of Additional Class Room & Toilet at ANKALAPADA PUPS	OMBADC	2931510.00	6000.00	"C" & "B"	4 (Four) calendar months
2	Construction of Additional Class Room & Toilet at BADAJAMUPOSI U.G.U.P.S.	OMBADC	1566013.00	6000.00	"D" & "C"	4 (Four) calendar months
3	Up gradation of SRI THAKURANI U.P. SCHOOL, Badamaeinabila	OMBADC	1097813.00	6000.00	"D" & "C"	4 (Four) calendar months
4	Construction of Additional Class Room & Toilet at BADAPICHHULA U.G.U.P.School.	OMBADC	1556899.00	6000.00	"D" & "C"	4 (Four) calendar months
5	Construction of Additional Class Room at BADAJIULI JAMUPOSI U.P. SCHOOL	OMBADC	1374611.00	6000.00	"D" & "C"	4 (Four) calendar months
6	Construction of Toilet and Boundary Wall BAIGANPAL U.G.U.P.School.	OMBADC	1129858.00	6000.00	"D" & "C"	4 (Four) calendar months
7	Construction of Additional Class Room at BALJODI U.G.U.P.School.	OMBADC	1346688.00	6000.00	"D" & "C"	4 (Four) calendar months
8	Construction of Additional Class Room & Toilet at N.G.NODAL UP SCHOOL,BALPOKHARI	OMBADC	838429.00	4000.00	"D" & "C"	4 (Four) calendar months
9	Construction of Additional Class Room , Toilet & Boundary wall at BANACHAKULIA PUPSSCHOOL	OMBADC	2819911.00	6000.00	"C" & "B"	4 (Four) calendar months
10	Up gradation of BANKAPATULI PROJECT UGUPSCHOOL,Piplia .	OMBADC	1065831.00	6000.00	"D" & "C"	4 (Four) calendar months
11	Construction of Additional Class Room & Toilet at N.K. U.P. SCHOOL,BARHATIPURA	OMBADC	1566013.00	6000.00	"D" & "C"	4 (Four) calendar months
12	Construction of Additional Class Room & Toilet at BASANTAPUR U.G.U.P.SCHOOL.	OMBADC	1556899.00	6000.00	"D" & "C"	4 (Four) calendar months
13	Construction of Boundary wall at BANESWAR U.P. SCHOOL	OMBADC	1158893.00	6000.00	"D" & "C"	4 (Four) calendar months
14	Construction of Additional Class Room & Boundary wall at BINAJHARI U.P. SCHOOL	OMBADC	2227782.00	6000.00	"C" & "B"	4 (Four) calendar months
15	Construction of Additional Class Room & Toilet at BINIDA NODAL GOVT UP SCHOOL	OMBADC	1556899.00	6000.00	"D" & "C"	4 (Four) calendar months
16	Construction of Additional Class Room & Toilet at CHHATIA PUPS	OMBADC	2252712.00	6000.00	"C" & "B"	4 (Four) calendar months
17	Construction of Additional Class Room & Toilet at DHANGADADIHA UGUP SCHOOL	OMBADC	1732839.00	6000.00	"D" & "C"	4 (Four) calendar months
18	Upgradation of DHENKIKOTE U.P. SCHOOL, Dhenkikote G.P	OMBADC	1633878.00	6000.00	"D" & "C"	4 (Four) calendar months
19	Construction of Additional Class Room & Toilet at GADADHARPUR UGUPSCHDDL	OMBADC	912628.00	4000.00	"D" & "C"	4 (Four) calendar months
20	Construction of Additional Class Room & Toilet at GHATGAON	OMBADC	838429.00	4000.00	"D" & "C"	4 (Four) calendar

Contractor

Block Development Officer, Ghatgaon

GOVT.U.P. SCHOOL							months
21	Construction of Additional Class Room at GOBARABEDA U.G.U.P.School.	OMBADC	1343130.00	6000.00	"D" & "C"	4 (Four) calendar months	
22	Construction of Additional Class Room & Toilet at GOLABANDHA UGUPSCHOOL	OMBADC	839291.00	4000.00	"D" & "C"	4 (Four) calendar months	
23	Construction of Toilet & Boundary at JHARABEDA U.G.U.P.SCHOOL	OMBADC	1341708.00	6000.00	"D" & "C"	4 (Four) calendar months	
24	Upgradation of M.T.NODAL UPS,KAPASPADA, Dhenkikote G.P	OMBADC	1631878.00	6000.00	"D" & "C"	4 (Four) calendar months	
25	Up gradation of RANGAPAT NODAL UPS,KATARABEDA, Manoharpur G.P	OMBADC	1380895.00	6000.00	"D" & "C"	4 (Four) calendar months	
26	Construction of Additional Class Room & Toilet at KOLPASI PUPS	OMBADC	838429.00	4000.00	"D" & "C"	4 (Four) calendar months	
27	Construction of Additional Class Room & Toilet at KUNDAPITHA U.P. SCHOOL	OMBADC	1566013.00	6000.00	"D" & "C"	4 (Four) calendar months	
28	Upgradation of LANGALAKANTHI UGUP SCHOOL, Dhenkikote G.P	OMBADC	1401061.00	6000.00	"D" & "C"	4 (Four) calendar months	
29	Construction of Additional Class Room & Toilet at BELPAHAD NODAL UP SCHOOL,MANATA	OMBADC	912628.00	4000.00	"D" & "C"	4 (Four) calendar months	
30	Construction of Additional Class Room & Boundary wall at MASINAJODI U.G.U.P.SCHOOL.	OMBADC	1825139.00	6000.00	"D" & "C"	4 (Four) calendar months	
31	Construction of Additional Class Room & Toilet at MELLAN UGUPSCHOOL	OMBADC	838429.00	4000.00	"D" & "C"	4 (Four) calendar months	
32	Construction of Additional Class Room & Boundary wall at POJAMULA PRIMARY SCHOOL	OMBADC	2494825.00	6000.00	"C" & "B"	4 (Four) calendar months	
33	Construction of Additional Class Room & Boundary wall at MUKUNDAPUR PATNA U.P. SCHOOL	OMBADC	2877835.00	6000.00	"C" & "B"	4 (Four) calendar months	
34	Construction of Additional Class Room & Toilet at AMBIKA U.P. SCHOOL,Pandapada	OMBADC	866540.00	4000.00	"D" & "C"	4 (Four) calendar months	
35	Upgradation of PIPILIA NODAL UP SCHOOL, PIPILIA G.P	OMBADC	3005345.00	6000.00	"C" & "B"	4 (Four) calendar months	
36	Construction of Additional Class Room at LAXMINARAYAN U.P. SCHOOL	OMBADC	1325780.00	6000.00	"D" & "C"	4 (Four) calendar months	
37	Upgradation of SITABINJH U.G.U.P.SCHOOL, Manoharpur G.P.	OMBADC	1360102.00	6000.00	"D" & "C"	4 (Four) calendar months	
38	Construction of Additional Class Room & Toilet at TANDIBEDA PUPS	OMBADC	1566013.00	6000.00	"D" & "C"	4 (Four) calendar months	
39	Construction of Additional Class Room & Toilet at TARA NODAL U.P. SCHOOL	OMBADC	912628.00	4000.00	"D" & "C"	4 (Four) calendar months	
40	Construction of Additional Class Room ,Toilet, Drinking water supply and Science Lab at G.P.H.S BADAJAMUPOSI	OMBADC	3769770.00	6000.00	"C" & "B"	6 (Six) calendar months	
41	Construction of Additional Class Room ,Toilet, Drinking water supply and Science Lab at N.K.H.S BAHATIPURA	OMBADC	2730920.00	6000.00	"C" & "B"	4 (Four) calendar months	
42	Construction of Additional Class Room at P.K.H.S ,BINIDA	OMBADC	1047845.00	6000.00	"D" & "C"	4 (Four) calendar months	
43	Upgradation of S.M BIDYAPITHA, DHENKIKOTE, Dhenkikote G.P	OMBADC	1670255.00	6000.00	"D" & "C"	4 (Four) calendar months	
44	Upgradation of DHENKIKOTE GIRLS H SCHOOL,Dhenkikote G.P	OMBADC	2080374.00	6000.00	"C" & "B"	4 (Four) calendar months	
45	Construction of Additional Class Room ,Toilet, Drinking water supply and Science Lab at TARINI GIRLS HIGH SCHOOL	OMBADC	4814803.00	6000.00	"B" & "A"	6 (Six) calendar months	
46	Construction of Additional Class Room ,Toilet, Drinking water Facility and Boundary Wall at AMBIKA H.S ,PANDAPADA	OMBADC	2227803.00	6000.00	"C" & "B"	4 (Four) calendar months	

Contractor

Block Development Officer, Ghatgan

47	Upgradation of N.G HS, PIPILIA, PIPILIA G.P	OMBADC	2506795.00	6000.00	"C" & "B"	4 (Four) calendar months
48	Construction of Additional Class Room, Toilet, Drinking water, Boundary Wall and Science lab at GOPABANDHU VIDYAPITHA TORANPOKHARI	OMBADC	3657087.00	6000.00	"C" & "B"	6 (Six) calendar months

Terms and Conditions:

1. **Cost of Tender paper:** The Tender specification can be obtained from the office of the Block Development Officer, Ghatgaon on payment towards the cost of Tender papers as mentioned above (Non-Refundable) in shape of Bank Draft drawn in favour of Block Development Officer, Ghatgaon in any Nationalized Bank having its branch at Keonjhar on any working day from 10.05.2021 to 24.05.2021 for the above work.

2. **Sale of Tender papers:** The Tender documents will be sold from 10.05.2021 to 24.05.2021 at Block office Ghatgaon between 07.00 A.M to 1.00 P.M on working days only.

3. **Date of receipt and mode of submission of Tender papers:** The Tenderers have to submit the sealed tender papers in complete shape through **Registered Post/Speed post** only, by directly sending it to the B.D.O, Ghatgaon in his official postal address. The last date of receipt of tender paper is 24.05.2021 upto 1.00 P.M. The undersigned will not be responsible for postal delay if any or non receipt of the papers in time. **The tenders must superscribe the name of the work/project on the sealed envelope.**

4. **Date of Opening of Tender Paper:** The tender paper shall be opened on 25.05.2021 at 09.30 A.M in the presence of the tenderers or their authorized representative having written authorization for the purpose and the tender committee.

5. **Documents to be attached:** The following document should be furnished with the tender papers failing which the tender will be liable for rejection.

(a) An Affidavit regarding "Bid Security Declaration"

(b) Self attested copy of Contractor Registration Certificate.

(c) Self attested copy of PAN card/Certificate of GSTIN.

(d) Original money receipt granted by B.D.O, Ghatgaon towards cost of tender papers.

(e) Self attested copy of caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference.

(f) The bidders have to produce an original affidavit in support of the authenticity of documents attached with the tender papers.

(g) Joint venture consortium agreements are not allowed to participate in tender.

6. Shortfall of any required document(s) and Tender paper is liable for rejection.

7. **Additional Performance Security Deposit:** 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 the signing of the agreement of the contract. (Vide Works Department Letter No.-14459/W Date-20.09.2018 Govt. of Odisha Works Department.) As per office Memorandum No 4559 Dated 05.04.2021 of works Deptt. Govt. of Odisha modification to APS 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
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)

8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.

9. The Block Development Officer, Ghatgaon reserve the right to reject any or all the tenders without assigning any Reasons thereof. Other details can be seen in the bidding documents.

10. If the rate quoted by the bidder is **more less than (14.99% Less)** of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at **14.99%**

(Decimal up to two numbers will be taken for practical purpose) less than the estimated cost, the tendered accepting authorities will finalize the tender through a transparent lottery system where all bidders/authorized representatives, the concerned Block Development Officer and the tender committee will remain present.

11. The details can be seen from the web site (<http://www.tenders.haryana.gov.in>) and from the DTCN.

**Block Development Officer
Ghatgaon**

Contractor

Block Development Officer, Ghatgaon

Memo No.1246

Date: 30.04.2021

Copy submitted to the Director, I & PR Department, Govt. Of Odisha, Bhubaneswar for favour of kind information with a request for advertisement in news paper.(both Soft & hard copy e-mailed.)

**Block Development Officer
Ghatgaon**

Memo No.1247

Date: 30.04.2021

Copy submitted to PA to Collector, Keonjhar / P.D., DRDA, Keonjhar/ District Planning Officer/DI & PRO for favour of kind information and necessary action.

**Block Development Officer
Ghatgaon**

Memo No. 1248

Date: 30.04.2021

Copy to Addl. P.D. Tech, DRDA Keonjhar/E.E RWSS Keonjhar/E.E., R & B Division, Keonjhar/ E.E., M.I. Division, Keonjhar/ E.E., R.W. Division, Keonjhar/ All BDOs of Keonjhar District for information and necessary action with request to display in their Notice board for wide circulation.

**Block Development Officer
Ghatgaon**

Memo No. 1249

Date: 30.04.2021

Copy to N.I.C.,Keonjhar for uploading the detail tender call notice and the bid documents in the official website of Keonjhar i.e. www.keonjhar.nic.in.

**Block Development Officer
Ghatgaon**

Memo No. 1250

Date: 30.04.2021

Copy to Office Notice Board and Tender file and CP Ghatgaon Block to assist for uploading the DTCN and bid documents at NIC, Keonjhar.

**Block Development Officer
Ghatgaon**

Contractor

Block Development Officer, Ghatgaon

PANCHAYAT SAMITI: GHATGAON
DETAILED TENDER CALL NOTICE (01/2021-22)

Terms and Conditions

1. Sealed tenders in conformity with detailed tender call notice to be eventually drawn in from of the OPWD F-2 Agreement and will be received up to 1.00 P.M on 24.05.2021 by the Block Development Officer, Ghatgaon for the work: "Construction" at a tender value of Rs.....from Government Registered Contractors of R&B/N.HRW Wings of Class "C" & "D" and above and will be opened on 25.05.2021 at 09.30 A.M in presence of the tenderers or their authorized agents by the Block Development Officer, Ghatgaon.
2. The tenderers shall pledge note that the work shall have to be completed within 4(Four)/6(Six) calendar month as specified in Bills of Quantity commencing from the date of issue of the written order. Tenderers are required to submit a detail programme of work along with tenders which they consider necessary keeping in view the clause of the F-2 Agreement of P.W.D. Without this programme of work, the tender shall be considering defective & liable for rejection. No late tenders will be considered. Tenders submitted through telephone or telegram will not be accepted.
3. Tenderers are required to submit a "Bid Security Declaration" in lieu of Bid Security with stipulation that, if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents as per office memorandum No.8943 Dated 18.03.2021 of Finance Deptt. Of Govt. of Odisha.
4. Bidders submitting downloaded bid documents from official website of NIC, Keonjhar (<http://www.kendujhar.nic.in>) are requested to deposit the requisite non-refundable fees of Rs. 4000/- /Rs.6000/- in shape of demand draft and prepared on or before last date of sale of tender paper and submit the same along with the bid keeping in a separate envelop marks cost of tender documents downloaded from internet.
5. The Block Development Officer, Ghatgaon reserves the right to reject any or all the tenders received without assigning any reason. The Tenderer, whose tender is selected for acceptance shall within a period of seven days upon written intimation being given to his of acceptance of his tender mark an initially security deposit equal to that of E.M.D. over and above the E.M.D.(Bid Security Declaration) as stipulated in clause above and sign the agreement in the item rate contract from the P.W.D. The initially security deposit with the earnest money and the amount withheld from successive work bills according to the provisions of the item rate contract shall be retained as security deposit. Failure to execute required agreement and deposit of the security (Bid Security Declaration) as above shall be suspended for the time specified in the clause of the F-2 Agreement of P.W.D. No tender shall be finally accepted unless the required Bid Security Declaration is deposited. The written agreement to be entered into between the contractor and the Block Development Officer, Ghatgaon shall be the foundation of the right of both parties and the contract shall be deem to be incomplete until the agreement has first been signed by the

Contractor

Block Development Officer, Ghatgaon

contractor and then by the Block Development Officer, Ghatgaon in the manner as laid down in O.P.W.D Code.

6. Both E.M.D. & I.S.D.(BID Security Declaration) shall be refunded to the successful tender after 6 months of completion of works provided that all defects if pointed out by Engineering Staff are rectified. However, the security deposit will be refunded only after audit, which is being deducted from time to time in all running as well as final bills.
7. The rate shall be quoted in works and figures. Otherwise, the tender will be liable for rejection. In case of discrepancy between unit's rates and totals, the unit/%rate rate shall prevail. The rates shall be quoted in % rate contract. The tender shall be written legibly and free from erasers, over writings, conversion of figures. Corrections, where unavoidable should be made by scoring out, initialing dating and re-writing.
8. The Contractor shall be responsible for payment of royalties or other charges for quarrying materials. All local taxes including state sales tax and income tax, ferry and tollage charges, other local taxes shall be paid by the contractor. The same will be deducted from the work bill if the contractor fails to produce the valid receipt in support of the payment of the above said charges/taxes.
9. The tender shall not be considered unless the tenderer encloses true copies of Income Tax Clearance Certificate and Sales Tax Clearance Certificate and Labour License from the Competent Authority along with his tender and original certificate are to be produced before the Block Development Officer, Ghatgaon at the time of sale of tender papers.
10. If the contractor removes any materials or stock supplied to him from the site of the work with a view to dispose off the same dishonestly or for any other reason without written permission of the Block Development Officer, Ghatgaon he shall in addition to any other liabilities civil or criminal arising out of such removal, liable to pay a penalty equivalent to given times rate of the materials or stock so removed according to the stipulated rate and the penalty so imposed shall be recovered from the Contractor from any sum that may then be immediately due or any time there after becomes due to the contractor or from his security.
11. The contractor shall be fully liable to indemnify the Block payment of any compensation under workmen compensation Act VIII of 1923 on account of worker employed by him and the full amount of compensation paid shall be recovered from the contractor.
12. All Reinforced Cement Concrete work shall conform to the detailed Indian standard specification and shall be of proportion as per design with the specification mentioned in the tender schedule. All items of work shall be executed in accordance with the detailed standard specification of Orissa as followed by State PWD (Roads & Buildings).

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Block Development Officer, Ghatgaon

13. Shuttering and centering shall be with seasoned Sal wood planks inner width of which shall be lined with suitable shuttering made of leak proof and tight including false work as directed or alternatively steel shuttering and centering shall be used.
14. For the purpose of the jurisdiction, in the event of dispute if any, the contractor shall be deemed to have been into within the Block Area and it is agreed that neither party to the agreement will be competent to bring any suit with regards to the matter covered by this contract at any place.
15. It is contractor's responsibility to correctly demarcate the lay-out and orientation of the building etc. and fixation of level pillars at site as directed by the Asst. Executive Engineer or Asst. Engineer or Junior Engineer Or Grama Panchayat Technical Assistant. All expenditure in connection with tools and plants, instrumental materials etc., shall be borne by the contractor.
16. After the work is finished, all surplus materials and debris shall be removed, preliminary work such as mixing plates etc., are to be dismantled and all the materials removed from the site and ground up to 30 mtrs. wide from the building etc. should be cleaned and dressed by the Contractor at his own cost. The net rate quoted should be inclusively of all these expenditures. He should return all the unused Departmental materials to JE concerned.
17. The Contractor shall not interfere with the execution of water supply or electrical fittings and other works entrusted to any other agency by the Block at the time during the progress of work.
18. The Engineer-in-Charge of work shall have the right to reject the scaffolding and centering etc., made for the work and such structure if found defective in his/her opinion.
19. The contractor shall at his own cost make water supply for all work and make sanitary arrangements for his labour campus. The Contractor shall also arrange adequate lighting arrangement for night work, wherever required at his own cost.
20. Boiling of water arising from any reason whatsoever from the foundation if necessary shall be borne by the Contractor. No payment shall be made for fixing arranges bench-marks. Level pillars profiles and benching and leveling the ground whenever required. The rates quoted shall be for finished items of work inclusive of all incidental items of work.
21. It should be understood clearly that on claim whatsoever shall be entertained as regards extra item of work or extra quantity of any item in excess of the estimate, written order must be obtained from the Block Development Officer, Ghatgaon for such extra item or quantity of work.
22. The Contractor must follow the fair wages clauses as introduced by the State Government.
23. Except as otherwise provided in the contract, all quotation and disputes relating to the meaning of the specification, designs, drawings and instructions contained therein and as to the quality of workmanship of materials used in the work, or as the any other question claim right, matter of anything whatsoever of any arising out of the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the tender committee. The award of the Tender Committee shall be final, conclusive and binding on all parties to this contract.
24. The contractor shall arrange at his own cost, necessary tools and plants as may be required for the efficient execution of the work and the rates quoted should be inclusive of the running and hire charges of such tools and plants.

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Block Development Officer, Ghatgaon

25. The Contractor shall submit to the Block office monthly return of the labour both skilled and un-skilled employed by him on the work. In case of non-payment, contractor is solely responsible in the labour court.
26. No part of the contract shall be sublet without written permission of the Block Development Officer. Ghatgaon or transfer is made by power of attorney authorizing other to receive payment on the contractor's behalf.
27. No tender documents shall be sold to the intending tenderers on the date of opening of the tender.
28. If any further necessary information is required the Block Development Officer, Ghatgaon will furnish such information but it must be in order and according to instructions.
29. Only Ultratech/ Konark brand Cement (OPC – 43 Grade) will be used and weight of each cement bag being taken as 50Kg. Further that the M.S. or Tor Rod shall be used in the work as per SAIL/TATA TISCON Brand.
30. No contractor shall be permitted to furnish his tender in his own manuscript papers or letter pads.
31. In the event of delay in the supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on application by the contractor, but no claim for monetary compensation therefore shall be entertained under any circumstances.
32. Before quoting his rates the tenderer can inspect the site of proposed work. He should inspect the quaries and satisfy himself about the quality, availability of materials, medical aids, labour, food stuff etc., and the rates shall be inclusive of all these items, in every case the materials must comply with the relevant specification. The sample of materials in sealed packets should be submitted along for approval of Block Development Officer, Ghatgaon while executing the work.
33. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
34. The Contractor shall have to furnish certificate along with the tender to the effect that he is not related to any Block Office staff.
35. Tenders shall be deemed valid and hold good till 90 days from the date of obtaining of tenders and subject to extend depending upon the situation with written consent from the agency concerned so arise out of unavoidable circumstance.
36. After completion of the work, the contractor shall arrange at his own cost all requisites and equipments for testing for the work of building, roads and culverts etc., if found necessary and bear the entire cost of such test.
37. Before executing the work, contractor must erect one transparency board stating a brief note on the work to be executed and payment will be made out of estimated amount. No running bill will be paid unless transparency board is setup at the work site. Also, after the work is completed necessary correction is to be made if required over the transparency board by the executants as directed by Engineer-in-Charges.
38. The Tenderer may at his option quote reasonable rate for each item of work carefully so that rates for one item should not be unworkably low and for other items too high. He should be able to substantiate his rates for any or all items through detailed analysis.
39. The Block Development Officer, Ghatgaon reserves the right to reject any or all tenders received without assigning any reason whatsoever. The Block Development Officer, Ghatgaon also reserves the right to accept any tender without assigning any reasons to other tenders.

Contractor

Block Development Officer, Ghatgaon

40. The Engineer-in-Charge shall have the power to make any alteration in or addition to the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with any instruction, which may be issued to the contractor after being signed by the Engineer-in-Charges and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do the manner, above, specification as part of the work shall be carried out by the contract on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion, and if the additional work included any class of work shall be carried out at the rate entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such mentioned class of work is not entered in the schedule of rate of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-Charges of the rate which it is his intention to charge for such class of work and if the Engineer-in-Charges of the rate which it is his intention to charge for such class of work and if the Engineer-in-Charges does not agree to this rate, he shall notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as may be consider advisable provided always that the contractor shall commence work of any expenditure in regard thereof before the rates shall have been determined as lastly here in before mentioned when and in such case he shall only be entitled to the paid in respect of the determination of the rate as aforesaid according to such rate of determination of the rate as shall be fixed by the Engineer-in-Charge. In the event of dispute, decision of the Block Development Officer, Ghatgaon will be final.
41. Tenderers are required to go through each clause of the item rate contract from the Block Office carefully in addition to the clause herein before tendering.
42. **Additional Performance Security Deposit** : 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 the signing of the agreement of the contract.(Vide Works Department Letter No.-14459/W Date-20.09.2018, Govt. of Odisha, Works Department.) As per office Memorandum No 4559 Dated 05.04.2021 of works Deptt. Govt. of Odisha modification to APS 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 |
|-------|---|---|
| 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) |
43. Item of work net covered by the tender notice will be paid at the Current Schedule of Rates of the Public Works Departments, and those not covered by S.R. will be paid on actual analysis approved by the Engineer-in-Charges.
44. Standard Public Works Department specification of the Govt. of Orissa will be followed in executing the work.
45. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order commence work is issued to the

Contractor

Block Development Officer, Ghatgaon

contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay the compensation and amount that equal to 1/3rd percent on the amount of the estimated cost if the whole works shown by the tender for every day that the whole work remain un commenced or during the execution of the work the contractor shall be bound, in all case in which the time allowed for any work exceed on month, to complete one fourth to whole of the work before three fourths of such times has lapsed in the event of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent of the said estimate cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount for compensation to be paid under provisions of this clause shall not exceed 10 percent on the estimated cost of work as shown in the tender.

46. Measurement will be taken and payment will be made for M.S. Rods and reinforcement grills as per the actual length and weight of M. S. Rods utilized in works. The weight of binding wires and cut pieces will not be considered for payment.
47. 3% (C & D Class); 5% (B and above) will be deducted from each payment of bill on gross value towards security deposit money. This security money is excluding EMD & ISD payments towards EMD & ISD will be paid to the contractor without any interest on application after six months of completion of work provided the final bill is paid and the defects if any pointed out within six months of completion for work have been rectified by the Contractor. S.D. shall be refunded after audit only.
48. Income Tax @ 1% for person & 2% for Firm and GST (TDS @ 2%) will be deducted from the bill amount as per Govt. prescribed from time to time accordingly a bill voucher will be submitted to the Block Development Officer ,Ghatgaon by the contractor.
49. No monetary compensation will be entertained on account of natural calamities like cyclone, earth quake, flood and heavy rain fall etc., but suitable extension of time may be granted by on consideration of the application of the contractor and that too only on valid reasons. No escalation claim will be entertained during the time period and extension period.
50. The earth work for roads will be done & assessed as per the actual pit excavated and measured or by truck measurement or by section measurement on actual level taken or as assessed by the Engineer-in-charges of the works.
51. Rubble Stone, boulders, rough stone, soling stones and over size metals measured by volume of closely packed stacks. 1/3 of the volume for voids will normally be deducted from closely packed stacks. For loosely packed stacks percentage of voids will be determined on actual observation and deducted as assessed at site by Engineer-in-Charges.
52. 12 ½ % will be deducted from Metal and Moorum towards void. The box heaps of 1.50x1.50x0.50m to be measured as one cum. similar measurement to be adopted for gravel stacks and voids deducted. The rates should be excluding voids.
53. Sand will be measured in box heaps of 1.50x1.50x0.50m being taken as one cubic meter or as directed by the Engineer-in-Charges of the work.

Contractor

Block Development Officer, Ghatgaon

54. Maintaining traffic, cutting trenches from road side lines and watching, providing signals and providing diversion road etc and maintenance for them till completion of work should be done by the contractor at his own cost.
55. It is contractor responsibility to correctly demarcate the road alignment, centre line and edge line of the road and formation width metaling width and soling width and fencing line etc., for execution of work as directed by the Assistant Executive Engineer/Assistant Engineer/Junior Engineer/Gram Panchayat Technical Assistant. All expenditure in connections with T&P instruments materials etc., required for this purpose shall be borne by the Contractor.
56. The quantities of item of work may vary at the time of actual execution of the work. The Contractors should do the work at his tendered rate whatsoever the quantity may be without any extra claim.
57. Compacted thickness as of soling stone and metal including consolidation of bill materials for which no claim for extra payment shall be entertained.
58. Only Crusher broken chips shall be allowed for R.C.C. Work as the case may be as stated in Tender Schedule or as directed by Engineer-in-Charges.
59. Five percent will be deducted for voids of chips of size 6mm and above.
60. The Contractor shall sign on the plan and documents for service connection (Such as P.H.D. and Electric) as and where required by the Department or house owner otherwise the security money of the contractor will not be released.
61. If the rate quoted by the bidder is more less than (14.99% Less) of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99%(Decimal up to two numbers will be taken for practical purpose) less than the estimated cost, the tendered accepting authorities will finalize the tender through a transparent lottery system where all bidders/authorized representatives, the concerned Block Development Officer and the tender committee will remain present.
62. No excess over and above the estimated rates shall be allowed. In case, the lowest tenderer fails to negotiate his rates to estimated rates, the documents shall be forwarded to Govt. for approval.
63. No empty Cement Bags will be taken back by the Block and the same will be recovered from the bill @Rs.3.70 / per bags.

Verified by

Approved by

**Account Officer
Ghatgaon Block**

**Block Development Officer
Ghatgaon Block**

Contractor

Block Development Officer, Ghatgaon

