

**GOVT. OF ODISHA
PANCHYATI RAJ & DRINKING WATER DEPARTMENT**

OFFICE OF THE PANCHAYAT SAMITI : HATADIHI

Name of Work- Const of

DETAILED TENDER CALL NOTICE
(For different work vide RTCN No- 01 /2022-23, Dated- 21-09-2022)

**ZILLA PARISHAD,
KEONJHAR**

PANCHAYAT SAMITI : HATADIHI
DETAILED TENDER CALL NOTICE-01/Hatadihi/2022-23)
Terms and Conditions

1. Sealed tenders are invited from the registered Contractors of State Govt. "C & D" and "B & C" 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, Hatadihi, up to 5.00 PM Dated. **30-09-2022** through registered post/speed post only. The Tender will be opened before the tender committee in the presence of the tenderers or their authorized representatives at 11.00 AM on Dated. **01-10-2022**

2. The tenderers should please note that the work will have to be completed within **04 (Four) 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.-P1. Without these programmes of works, the tender will be considered defective. Authority for acceptance of tenders would rest with Block Development Officer, Hatadihi.

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-5984 / W / Dt-27-04-2021 of Works Deptt. Govt of Odisha so as to avail exemption of EMD.

4. (a) The plan & specification for the work can be seen at the office of the Block Development Officer, Hatadihi 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 & Tender Call Notice) for the work from district NIC Website (www.kendujhar.nic.in). The tender paper cost as mentioned in column no-6 of tender call notice should be accompanied along with the tender paper in shape of Demand draft drawn in favour of Block Development Officer, Hatadihi. The amount is not refundable. The name of the tenderer and the name of the work are to be super scribed on the cover.

The authority will not be responsible if any portion of the tender document is modified and in all cases this conditions stipulated in the original document kept in the office of the undersigned shall prevail.

(b) The intending tenders may remit the cost of the tender papers through Bank Draft. 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 do not reach in the Block Development Officer, Hatadihi by the scheduled date and time, their offers will not be considered on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of registration will be borne by the intending tenderers.

5. The Block Development Officer, Hatadihi 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 Additional Performance Security deposit @ less percentage of the tendered amount.

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No tender shall be finally accepted until the required amount of APS is deposited. The written agreement to be entered into between the contractor and the Block Development Officer, Hatadihi 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 APS in the form of N.S.C., N.D.C., Postal Time Deposit Pass Book duly pledged to Block Development Officer, Hatadihi 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 percentage rates should be quoted in words and figures and in the 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.

8. The contractors shall be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of G.S.T & Income Tax, Ferry & Tollage charges and Octroy 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 G.S.T clearance certificate, non assessment certificate as the case may be and the original certificate produced before the Block Development Officer, Hatadihi 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 Orissa 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 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.

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13. All reinforced cement concrete work should confirm to Orissa Detail standard specification & should be of grade M 150^{mm} and M 200 equivalent to nominal proportion 1:2:4 / 1:1.5:3 having minimum compressive strength in work test of 150 Kg/ Cm² / 200 Kg / Cm² in 15 Cm. cubes at 28 days after mixing and test conducted in accordance with 1: 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 party to the contract at any place outside the State of Odisha
16. After the work is finished all surplus materials and debris are to be 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 inching 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 multi floors 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 .

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25. Tenders are required to abide by the fair wage clauses as introduced by the Government.
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 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.
28. The contractor will have to submit to the Block Development Officer, Hatadihi monthly return of labour both skilled and unskilled employed by him on the work.
29. 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.
30. No part of the contract shall be sublet without written permission of Block Development Officer, Hatadihi or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
31. No tender documents will be sold to the intending contractor after the last date stipulated for sale of tender paper.
32. If further necessary information is required Assistant Executive Engineer, Hatadihi Block, Keonjhar will furnish such, but it must be clearly understood that the tenders must be received in order and according to the institutions.
33. Cement shall be used by bags and weight of cubic meter of cement being taken as 14.42qtl.
34. 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.
35. No contractors will be permitted to furnish their tenders in their own manuscript papers.
36. 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, Hatadihi.

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37. 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.

38. 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, Hatadihi Block, before they are used on the work.

39. The tender containing extraneous conditions not covered by the tender call notice are liable for rejection.

40.(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, Hatadihi,

(b) **CERTIFICATE OF NO RELATIONSHIP**

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

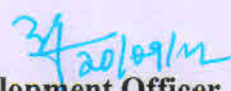
Signature of Tenderer

41. 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.

42. 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.

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

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(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)

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 WORK EXECUTED**

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

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.

44. Income Tax @ 1% for person and 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, Hatadihi by the contractor.

45. 3% (C & D class) and 5% (B & A class) will be deducted from each payment of bill on gross value towards Security deposit money. This Security money will be paid to 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 compliance.

46. Under section 12 of the Contract labour regulation & abolition Act 1970, the contractor who undertakes execution of work through labour should produce valid license from licensing authority of labour department.

47. The Fly Ash brick should be of good qualities. The brick should be approved by the Engineer-in-Charge before use in the work and should confirm the minimum strength as per national building code.

48. 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 withholding 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 as approved specification.

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49. Additional performance Security shall be obtained from the Bidder when the bid amount is less than estimated cost put to tender .In such an event only the Successful bidder who has quoted less bid price than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. Estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft / Term Deposit Receipt **pledged in favour of Block Development Officer, Hatadihi within Seven Days** ,otherwise the Bid shall be cancelled and proceeding for Blacklisting shall be intimated against Bidder.

As per office memorandum No 5992/Dt 27-04-2021 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
	Upto 4.99%	No Additional Performance Security
	From 5.00% to 9.99%	50 % of (Difference between the Estimated cost put to tender and Bid Amount)
	From 10.00% and above	150 % of (Difference between the Estimated cost put to tender and Bid Amount)

50. 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, Hatadihi 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 Engg- in- Charge.

Total

Clauses Only,

Issued to Shri.....Contractor.....
Class.....

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