

GOVERNMENT OF ODISHA

**PANCHAYATI RAJ AND DRINKING
WATER DEPARTMENT**



BID DOCUMENT

DETAILED TENDER CALL NOTICE
(For Different Works Vide TCN No-02/20023-24)

OFFICE OF THE PANCHAYAT SAMITI, GHATGAON

Name of the work: -

**DISTRICT RURAL DEVELOPMENT AGENCY,
KEONJHAR**

PANCHAYAT SAMITI: GHATGAON
DETAILED TENDER CALL NOTICE (02/2022-23)

Contractor

Block Development Officer, Ghatgaon

Terms and Conditions

1. The Block Development Officer, Ghatgaon invites sealed percentage rate bid in single cover & double cover system on behalf of Governor of Odisha from registered and eligible Contractors of the state P.W.D(R&B)/Water Resources/Rural Works/M.I/C.P.W.D deptt. for execution of the works as detailed in Annexure-I eventually to be drawn up in the P.W.D PI form 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 reason thereof. Other details can be seen in the bidding documents.

ANNEXURE-I

Sl no	Name of GP	Name of the Work	Scheme	Amount put to Tender (In Rs.)	Cost of Tender Paper (Non-refundable) (In Rs)	EMD (In Rs.)	Class of Contractor	Time for completion of the Work
1	2	3	4	5	6	7	8	9
1	Muktapur	Const. of 3 nos. of Addl. Class Room, 1 no. Science. Lab, 1 no. ICT Lab and 1 no. toilet at GP High School, Muktapur	DMF	7895364.00	10000.00	79000.00	B	06 Months
2	Tara	Const. of 1 no. of Addl. Class Room, 1 no. of Science. Lab, 1 no. ICT Lab and 1 no. toilet complex at GP High School, Tara	DMF	4967420.00	6000.00	50000.00	B	06 Months
3	Badamasinabilla	Const. of 4 nos. of Addl. Class Room, 1 no. Science. Lab and 1 no. ICT Lab at GP High School, Badamasinabilla	DMF	7515920.00	10000.00	76000.00	B	06 Months
4	Badamasinabilla	Const. of Toilet Complex at GP High School, Badamasinabilla	DMF	1180954.00	6000.00	12000.00	D & C	04 Months
5	Sarasposi	Const. of 3 nos. of Addl. Class Room, 1 no. Science Lab, 1 No. Toilet Complex & boundary wall at LN High School, Gobarabeda	DMF	7416096.00	10000.00	75000.00	B	06 Months
6	Santrapur	Const. of 1 no. of Addl. Class Room, 1 no. of Science. Lab and 1 no. toilet at LN Bidyapitha, Santrapur	DMF	3607833.00	6000.00	37000.00	C & B	06 Months
7	Manoharpur	Const. of 1 no. of Addl. Class Room, 1 no. Science Lab, 1 no. toilet complex & boundary wall at Sita Thakurani High School, Katrabeda	DMF	4255233.00	6000.00	43000.00	B	06 Months
8	Uperdiha	Const. of 2 nos. of Addl. Class Room, 1 no. of Science. Lab, 1 no. of ICT Lab & boundary wall at Sankat Tarini High School, Melana	DMF	5620387.00	10000.00	57000.00	B	06 Months
9	Purumunda	Const. of 1 no. of Addl. Class Room, 1 no. of Science Lab, 1 no. toilet complex and Boundary Wall at Panchayat Vidyapitha, Purumunda	DMF	4338921.00	6000.00	44000.00	B	06 Months
10	Patilo	Const. of 4 nos. of Addl. Class Room, 1 no. Science Lab and boundary wall at RR Sikshya Niketan, Deobandha	DMF	7667906.00	10000.00	77000.00	B	06 Months
11	Patilo	Const. of Toilet Complex at RR Sikshya Niketan, Deobandha	DMF	1189694.00	6000.00	12000.00	D & C	04 Months

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12	Pipilia	Const. of 2 nos. of Addl. Class Room, 1 no. Science Lab, 1 no. ICT Lab, toilet complex and boundary wall at RK Vidyapitha, Bankapatuli	DMF	7476851.00	10000.00	75000.00	B	06 Months
13	Manoharpur	Const. of 3 nos. of Addl. Class Room, 1 no. Science Lab and 1 no. toilet complex at Laba Kusha High School, Manoharpur	DMF	6382302.00	10000.00	64000.00	B	06 Months
14	Uperdiha	Const. of 2 nos. of Addl. Class Room, 1 no. Science Lab, 1 no. toilet complex and boundary wall at Maa Mangala GP High School, Balijodi	DMF	5494680.00	10000.00	55000.00	B	06 Months
15	Muktapur	Const. of 03 nos. of Addl. Class Room, 1 no. Science Lab, 1 no. toilet complex and boundary wall at Satya Narayan High school, Mudrabela	DMF	7440900.00	10000.00	75000.00	B	06 Months

2. The tender documents (**DTCN & BOQ/Approved Tender Schedule**) can be obtained/downloaded from district NIC Website (www.kendujhar.nic.in) from **Dt.08.08.2023** to **22.08.2023** till **5.00P.M.**
3. The tender document (**DTCN & BOQ/Approved Tender Schedule**) duly signed by the Contractors should be accompanied with the self-attested photocopy of valid GST Clearance certificate, PAN card, Registration Certificate and requisite **EMD** in shape of Demand Draft drawn in favour of BDO, GHATAGOAN" payable at "Keonjhar" from any Nationalized Bank having its branch at Keonjhar and NSC/ KVP/ Time Deposit duly pledged.
4. The tender document (**DTCN & BOQ/Approved Tender Schedule**) should accompanied with requisite **tender paper cost** (Non-Refundable) as mentioned in Col-6 of Annexure-I in shape of Bank Draft drawn in favour of BDO, GHATAGOAN" payable at "Keonjhar" from any Nationalized Bank having its branch at Keonjhar.
5. The tender papers will be received up to **dt.23.08.2023** till **5.00 p.m.** and addressed to **the Block Development officer, At/P.O.-Ghatgaon, Dist.-Keonjhar, PIN-758027** through **Registered/Speed Post only**. The bidders must superscribe the **Sl. No. and Name of the work/project on the sealed envelope**. Works more than Rs 50.00 lakhs should be in **Double cover mode i.e. Cover-I containing 'Technical Bid' & Cover-II containing 'Financial Bid' to be fill up separately indicating therein as "Cover-I and Cover-II" respectively and finally put together in one Cover. After due scrutiny the Cover-II will be opened.**
6. The tender is scheduled to be opened on **Dt.24.08.2023** at **11.00 A.M.** at Block Conference Hall, O/o the Block Development officer, Ghatgaon, Keonjhar, 758027 in presence of the tenderers or their authorized representatives. If the office happens to be closed on the date of receipt/opening of the bids as specified above, then it will be received/opened on the next working day at the same time and venue.

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

- a) An affidavit showing that the tenderer is not under any litigation with Government presently.
- b) Self-attested copy of Contractor Registration Certificate.
- c) Self-attested copy of valid GSTIN Certificate and PAN card.
- d) Self-attested copy of Caste Certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference.
- e) The Bidders shall submit original affidavit regarding authenticity of their documents attached with the tender papers.
- f) Joint venture consortium agreements are not allowed to participate in tender.
- g) Requisite EMD in shape of Demand Draft drawn in favour of BDO, GHATAGAON" payable at "Keonjhar" from any Nationalized Bank and NSC/ KVP/ Time Deposit duly pledged.
- h) Requisite tender paper cost in shape of Demand Draft drawn in favour of BDO, GHATAGAON" payable at "Keonjhar" from any Nationalized Bank.
- i) **As per Codal Provision, works more than Rs 50.00 lakhs should be in Double cover mode i.e. Cover-I containing 'Technical Bid' & Cover-II containing 'Financial Bid' to be fill up separately indicating therein as "Cover-I and Cover-II" respectively and finally put together in one Cover. After due scrutiny the Cover-II will be opened. For Sl. No-01,03,05,08,10,12,13,14 & 15, Work experience Certificate for the last 02 years to be produced (minimum up to Rs.40.00 lakhs). In case of bidders having no Experience Certificate, the tender will be rejected.**
- j) **Technical Bid contains experience certificate with Tools like (Shuttering plate, Mixture machine, Water Tanker) either Own or Lease Basis.**

8. Checklist is to be duly filled in. Shortfall of any requisite document(s), Tender paper is liable for rejection.

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9. Engineer Contractors desirous to avail the facility of exemption of E.M.D. are required to submit an affidavit to the effect that he has not yet availed such facility for more than two works during the current financial year. The name of the work/project awarded by the Executing Authority or any tender submitted to the Executing Authority must be mentioned in the affidavit failing which the tender will be rejected.

10. **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-16659/Dated 20-09-2018, Govt. of Odisha, Works Department). 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
	Up to 4.99%	No Additional Performance Security
	From 5.00% up 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)

11. Conditional tender will summarily be rejected.
12. Submission of more than one tender paper by a bidder for a single work will be liable for rejection.
13. If the rate quoted by the bidder is more 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% less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system where all bidders/authorized representatives, the concern Block Development Officer and the tender committee will remain present.
14. The envelope containing the tender paper must be superscribed the name of the work on the top of the envelope.
15. The authority reserves the rights to reject any or all the bids without assigning any reason thereof.

Term & Conditions:

1. Sealed tenders in conformity with detailed tender call notice to be eventually drawn in from of the OPWD P-2 Agreement and will be received at O/o Block Development Officer, Ghatgaon up to 23.08.2023 till 5.00 P.M. through **Registered/Speed Post only** for the works as mentioned in the **Annexure-I of the Tender Call Notice** from the Registered Contractors of P.W.D(R&B)/Water Resources/Rural Works/M.I/C.P.W. and will be opened on 24.08.2023 at 11.00 A.M in the Conference Hall of the Ghatgaon Blok in presence of the members of the District Level Tender/Tender Committee and the Bidders or their authorized representatives.
2. The bidders shall pledge note that the work shall have to be completed within **stipulated time as mentioned in Col.-9 of Annexure-I** commencing from the date of issue of the work order. Tenderers are required to submit a detail programme of work along with tenders which they consider necessary keeping in view the clause 2 of the P.W.D. Form No.-P1. Without this programmes of work, the tender shall be considering defective & liable to be rejected. No delayed tenders will be considered. Tenders submitted through telephone or telegram will not be accepted. Authority for acceptance of tenders would rest with Block Development Officer, Ghatgaon.
3. The plan & specification for the work can be seen at the office of the Block Development Officer, Ghatgaon during working hours and days. Complaints at a future date in this regard cannot be entertained. The contractor may obtain/download a set of tender documents (DTCN, BOQ/Approved Tender Schedule & Tender Call Notice) for the work from district **NIC Website (www.kendujhar.nic.in)** from **Dt.08.08.2023 to 22.08.2023 till 5.00P.M.** 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, Ghatgaon. The amount is not refundable. **The name of the tenderer and the Sl. No. and name of the work are to be super scribed on the cover. Works more than Rs 50.00 lakhs should be in Double cover mode i.e. Cover-I containing 'Technical Bid' & Cover-II containing 'Financial Bid' to be fill up separately indicating therein as "Cover-I and Cover-II" respectively and finally put together in one Cover. After due scrutiny the Cover-II will be opened.**

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

(b) The intending tenderers may remit the cost of the tender papers in shape of Bank Draft drawn in favour of Block Development Officer, Ghatgaon in any Nationalized Bank having its branch at Keonjhar. However, the organization will not be held responsible, if there is any delay in receipt of tender documents sent through registered/Speed post, even if dispatched before the due date. The cost of registration will be borne by the intending tenderers.

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4. The Block Development Officer, Ghatgaon reserves the right to reject any or all the tenders received without assigning any reason thereof.
5. 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.

No tender shall be finally accepted until the required amount of APS is deposited. The written agreement to be entered into contract between the contractor and the Block Development Officer, Ghatgaon 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, Ghatgaon 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.

6. Both E.M.D. & I.S.D. (BID Security) shall be refunded to the successful tender after **one year** 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 percentage rates should be quoted in words and figures and in the BOQ/Approved Tender Schedule 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 Contractor shall be responsible for payment of all royalties, additional royalties, EMF, DMF or other charges for quarrying materials. All local taxes including GST 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 GST Clearance Certificate and Labour License** issued by the Competent Authority along with his tender and original certificate are to be produced before the Block Development Officer, Ghatgaon at the time of opening 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 of 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 five times the price of the materials or stock so removed according to the stipulated rates and the penalty so imposed shall be recovered from the Contractor from any sum that may then immediately due or any time there after becomes due to the contractor or from his security or the proceeds of sales thereof.
11. The contractor shall be fully liable to indemnify the department for payment of any compensation under "Workmen" compensation Act VIII of 1923 on account of the workmen being employed by him and the full amount of compensation paid shall 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.

13. All reinforced cement concrete work should confirm to Orissa 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 strengthen 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 I: S-456 & 516

Contractor

Block Development Officer, Ghatgaon

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 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.
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. 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.
17. 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 up to 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.
18. The Contractor shall not interfere with the execution of water supply or electrical fittings and other works entrusted to any other agency by the department during the progress of work.
19. 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/ their opinion.
20. 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.
21. 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.

22. 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.
23. 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.
24. It should be understood clearly that no claim what so ever will be entertained.
25. 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 .
26. Tenders are required to abide by the fair wage clauses as introduced by the Government.
27. 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.
28. The contractor should arrange at his own cost necessary tolls 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 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.
30. The tenderers are required to go through each clause of P.W.D. Form No.-PI carefully in addition to clauses mentioned herewith before tendering.
31. 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.
32. No tender documents shall be sold to the intending tenderers on the date of opening of the tender.
33. If further necessary information is required the Block Development Officer, Gjatgaon will furnish such information but it must be in order and according to instructions.

Contractor

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34. Only Ultratech/ Konark brand Cement (OPC – 63 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.
35. Cement shall be used by bags and weight of cubic meter of cement being taken as 14.42qtl.
36. No contractor shall be permitted to furnish his tender in his own manuscript papers or latter pads.
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. 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.
39. Before quoting his rates the tenderer can inspect the site of proposed work. He should inspect the quarries 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.
40. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
41. (a) The bidder shall have to furnish a certificate in the prescribed proforma enclosed herewith along the tender to effect that he is not related to any officers of Block Development Officer, Ghatgaon,

(b) CERTIFICATE OF NO RELATIONSHIP

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

Contractor

Block Development Officer, Ghatgaon

42. 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, Ghatgaon Block, before they are used on the work.
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. 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

(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.

Date.....

Signature of Contractor

Contractor

Block Development Officer, Ghatgaon

(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 Contractor

(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.

Date.....

Signature of Contractor

Contractor

Block Development Officer, Ghatgaon

45. 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.
46. 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 from 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.
47. 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.
48. 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.
49. The Engineer-in-Charge shall have the power to make any alternations 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.

50. 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.

51. **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.-16659/W Date-20.09.2018, Govt. of Odisha, Works Department). As per office Memorandum No 6559 Dated 05.06.2021 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	Upto 4.99%	No Additional Performance Security
2	From 5.00% to 9.99%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10.00% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

52. Item of work not 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.

53. 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, Ghatgaon 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.
54. Standard Public Works Department specification of the Govt. of Orissa will be followed in executing the work.
55. 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.
56. 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.
57. 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. 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 one month, to complete one Sixth to whole of the work before three Sixths 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.
58. 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.
59. **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 one year of completion of work provided the final bill is paid and the

- defects if any pointed out within one year of completion for work have been rectified by the Contractor. S.D. shall be refunded after audit only.
60. **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.
 61. No monetary compensation will be entertained on account of natural calamities like cyclone, earthquake, 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.
 62. 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.
 63. Rubble Stone, boulders, rough stone, soling stones and over size metals measured by volume of closely packed stacks. 1/6 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.
 64. 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.
 65. 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.
 66. Maintaining traffic, cutting trenches from roadside 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.
 67. It is contractor responsibility to correctly demarcate the road alignment, center 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.
 68. 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.
 69. Compacted thickness as of soling stone and metal including consolidation of bill materials for which no claim for extra payment shall be entertained.

70. 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.
71. Five percent will be deducted for voids of chips of size 6mm and above.
72. 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.
73. 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.
74. 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.
75. No empty Cement Bags will be taken back by the Block and the same will be recovered from the bill @Rs.3.60 / per bags.

**Block Development Officer
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CHECKLIST TO BE SUBMITTED BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no and Validity
		Yes	No	
01.	Cost of tender paper ₹ /- (Original copy of financial instrument shall be furnished)			
02.	Copy of valid Registration Certificate			
03.	Copy of valid GSTN clearance certificate			
04.	Copy of PAN Card			
05.	No Relationship Certificate in Schedule - A			
06.	Works Experience -			
(A)	List of works (similar nature) executed (Schedule-D)			

Contractor

Block Development Officer, Ghatgaon

(B)	List of ongoing works in hand (Schedule-B)			
07. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)			
(B)	Affidavit (Schedule-F)			
08.	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained) and Annexure-I (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2 nd purchase / required lease deed with ownership documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.			
09.	Document of engagement of Technical personnel as per requirement.			
10.	List of Plants & Equipments to be deployed on contract work			
Sl. No	Type of Equipments	No. of machines required	Marks	No. of machines in hand
1	Concrete mixer	2 Nos	20	
2	Concrete Vibrator : Plate type	1 No	10	
3	Concrete Vibrator : Needle type	1 No	10	
4	Water Tanker	1 No	10	
5	Water pump	1 No	05	
6	Truck/ Tipper	1 No	10	
7	Tractor	1 No	10	
8.	Rigid Centering and Shuttering Plates (Steel/Iron)	200 Sqm	25	
		Total	100	

Total 75 (seventy five) Clauses Only,

Issued to Mrs/Mr..... Contractor, Class.....

Contractor

Block Development Officer, Ghatgaon