



GOVERNMENT OF ODISHA

**PANCHAYATI RAJ & DRINKING WATER
DEPARTMENT
ZILLA PARISAD, MAYURBHANJ**

**PANCHAYAT SAMITI, BETNOTI
MAYURBHANJ**

**BID DOCUMENT
FOR THE WORK**

Construction of Gram Panchayat Level Federation Building at Kalama GP

CHECK LIST TO BE FILLED AND SUBMITTED BY THE BIDDER

Name of the Work:

Name of the Contractor:

Address:

House No. / Plot No.:

Contact No:

AT:

P.O:

Police Station:

District:

State:

PIN:

Sl. No.	Particulars	WHETHER FURNISHED	
		YES	NO
1	Cost of tender paper in shape of Demand Draft pledged in favour of BDO Betnoti payable at Betnoti from any Nationalised Bank		
2	EMD in shape of FIXED DEPOSIT/KVP/NSC/POTD/POSB pledged in favour of BDO Betnoti from any Nationalised Bank		
3.	Signed copy of DTCN and Price bid duly filled and signed by bidder		
4	Self Attested copy of Contractor's Registration Certificate /License		
5	Self Attested copy of valid GST clearance Certificate		
6	IT returns of last 3 financial years		
7	Self Attested copy of PAN Card		
8	Self Attested Copy of Caste Certificate for ST/SC Contractors, if Applicable		
10	Self Attested Copy of PH Certificate for differently abled Contractors, if Applicable		
11	Original Affidavit of engineering contractor regarding EMD Exemption with work award detail of current financial year		
12	Complete filled in and duly certified Annexure-A, Annexure-B,		
13	No Relationship Certificate in Annexure-D		
14	An affidavit to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude in 20 rupees bond paper		
15	Affidavit regarding authenticity of the credentials		

TOTAL NO. OF PAGES ATTACHED INSIDE THE ENVELOPE.....

Signature of the Bidder

Terms and conditions

1. The Tender Paper can be obtained from the **Block Development Officer, Betnoti** on payment of Cost of the tender paper (Non Refundable) in form of cash.
2. The Tender Paper will be sold from date **03.01.2025** to **15.01.2025** on working days only from **10.30 AM to 5 PM** in the office of the Panchayat Samiti, **BETNOTI**.
3. The sealed Tender Paper will be received on working days till 5 PM from date **03.01.2025** to **16.01.2025**. The same should be submitted either through registered/ speed post/E-mail addressing to the **BLOCK DEVELOPEMENT OFFICER, BETNOTI** or same may be dropped in the tender box kept in the Block office, **BETNOTI** during working hour. The sealed envelope shall be superscripted as "Tender Paper" <Name of the Project & Sl. No. > The undersigned will not be held responsible for any delay in the postal service.
4. The Tender Paper will be opened on **11 AM** on dated **17.01.2025** in presence of the bidders or their authorized representatives and Block Tender Committee in Block Conference Hall.
5. The following documents should be furnished along with the tender paper failing which the tender is liable for rejection.
 - a. Original Money receipt of DTCN (Tender Paper).
 - b. Duly filled Annexure A,B,C,D.
 - c. Self Attested copy of the contractor valid registration certificate/ License.
 - d. Self Attested copy of PAN CARD/ Labour License/GST clearance Certificate.
 - e. Self Attested copy of valid GST registration Certificate.
 - f. Attested copy of caste certificate for SC/ST contractor desirous of availing preference, if applicable
 - g. Self Attested Copy of PH Certificate for differently-abled Contractors, if Applicable
 - h. Affidavit for Engineer contractor, if any.
 - i. Signed copy of DTCN and price bid duly filled in and signed by the tenderer.
 - j. An affidavit regarding authenticity of the credentials.
 - k. Name of the Project & Sl No will be mentioned in the cover of the envelope.
 - l. Mailing address registered office/site office of the bidders for future correspondence.
6. The Tenderer will be cancelled/ blacklisted if any discrepancies is found.
7. Joint Stock Companies/ Joint Ventures are not allowed to participate in the tender process.
8. If the rate quoted by the Tenderers is found to be same, Tender Committee will take the final decision.
9. Excess bid amount quoted by the bidder, if any, in respect of any work shall not be accepted.
10. All the tenders where rate quoted 15% less than the scheduled rate will be rejected.
11. The tender is to be submitted in sealed envelope with all documents described and required as per the relevant clauses of the DTCN and Special Conditions if any. The envelope to be superscripted as the bid of the work as mentioned in column No.3 of tender call notice.
12. ST/SC and differently abled Contractors can avail facilities as per Govt. circular.

If the rate quoted by the tenderers is found to be same, tender committee will decide the tender by means of lottery. In case of the lottery required to be conducted among the successful bidder in accordance with works dept. order no 10224 dated 1.9.15.


Block Development Officer
Betnoti

13. Additional performance Security deposit 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/rates than the estimated cost put to tender shall have to furnish the exact amount of Additional performance Security (APS) as per the OPWD Code in shape of Demand Draft pledged in favor of **Block Development Officer, BETNOTI** within Seven days, otherwise the bid shall be cancelled and the further, proceeding for blacklisting shall be initiated against bidder.
14. All bids received with remain value for a period of 30 days from the date of receipt of bids or till the date of drawl of Agreement whichever is earlier and validity of bids can also be extended if agreed by the bidder and the Department/Office.
15. If the L-1 bidder does not turn up for agreement after finalization of tender, than she/he shall be debarred from participation in bidding for three years and action will be taken to blacklist the bidder. In that case L-2 bidder if fulfill, other required criteria would be called for drawing agreement for execution of work subject to the condition, that L-2 bidder negotiate at par with the rate quoted by the L-1 bidder otherwise tender will be Cancelled.
16. The rates to be quoted by the contractor shall be excluding GST. The implementation of the GST rules by the Govt. of Odisha is to be accepted by the bidder from time to time.
17. The authority Reserves the rights to reject or cancel any or all the Tender without assigning any reason thereof.


Block Development Officer
Betnoti

CONTRACT DATA

A. GENERAL INFORMATIONS

SL NO	REF. TO CLAUSE NO.	ITEM	DETAILS
1	1 OF DTCN	Name of the Work	Construction of Gram Panchayat Level Federation Building at Kalama GP
2	1 OF DTCN	Employer	BLOCK DEVELOPMENT OFFICER, BETNOTI, MAYURBHANJ
3	1 OF DTCN	<u>Estimated Cost (In .) & bifurcation if any Total</u>	

B. BID INFORMATION

4	Intended completion period/Time period assigned for Completion	03(Three) calendar months.
5	Last Date & time of submission of Bid	16.01.2025 , 5 PM
6	Opening of Bid	11 AM on dated 17.01.2025
Cost of Bid Document		
7	To be deposited by DD from any nationalized bank	Rs. 6,000.00
8	Bid Security	
i)	Bid security Declaration as per Schedule-K) vide F.D.OM No.8943 Dt.18.3.2021	
9	Additional Performance Security	
i)	Amount	As mentioned in the tender documents
ii)	In favour of	Block Development Officer , BETNOTI
iii)	Type of instrument	DD

10	Bid validity period	30 days
11	Currency of Contract	Indian Rupees
12	Language of Contract	English

TENDER SCHEDULE

Tender Schedule of the work : **Construction of Gram Panchayat Level Federation Building at Kalama GP.**

Estimated Amount : Rs. 30,00,000.00

Tendered Amount : Rs. 25,21,009.00

Earnest Money to be Deposited : Rs. Nil

Cost of Tender Paper : Rs. 6,000.00

Class of Contractor : 'C' & 'B'

Last Date of Receipt of Tender Paper : 16.01.2025 @ 5 PM

Date of Opening of Tender : 17.01.2025 @ 11 AM

Time Required For Completion of Work :(03) Three Calendar Month

Sl. No	NAME OF THE ITEM	QUANTITY	UNIT	RATE	AMOUNT
1	Earth work in Ordinary Soil in foundation including initial lead and 1.5 m. initial lift including rough dressing etc. including cost, conveyance, royalty taxes of all materials, etc completed as per the direction of the Engineer-in-charge.	98.61	Cum	270.90	₹ 26713.00
2	Sand filling in foundation and plinth with approved river sand well watered and rammed including cost, conveyance, royalty taxes of all materials etc. completed as per the direction of the Engineer -in- charge.	47.28	Cum	1444.60	₹ 68301.00
3	Plain Cement Concrete (1:3:6) using 40 mm size H.G. metal (crusher broken) well rammed including cost, conveyance, royalty taxes of all materials, etc. completed as per the direction of the Engineer-in-charge.	22.47	Cum	6477.50	₹ 145549.00
4	Fly Ash Brick work in cement mortar(1:6) in F&P.	11.55	Cum	5835.84	₹ 67404.00
5	Fly ash Brick masonry in C.M. (1:6) for superstructure including cost,	48.12	Cum	5868.84	₹ 282409.00

6	RCC work of M-20 grade with 20mm and downgraded hard granite (crusher broken) chips including laying & hoisting etc. complete as per direction of Engineer in charge.				
	(A) Foundation	19.21	Cum	7381.89	₹ 141806.00
	(B) Grade beam	7.42	Cum	8248.17	₹ 61201.00
	(C) Lintel	3.71	Cum	14994.82	₹ 55631.00
	(D) Column , Wall Beam & Free Beam	5.39	Cum	1268.66	₹ 6838.00
	(E) Column , Wall Beam & Free Beam	10.69	Cum	16524.86	₹ 176651.00
	(F) Stair Case	10.69	Cum	16400.32	₹ 34933.00
	(G) Roof Slab	15.95	Cum	14560.62	₹ 232242.00
7	Cutting, straightening coiled or bent up M.S. rods and Torsy steel bending, binding, welding and joining of necessary and tying the grills and placing in position as required for R.C.C. work and hoisting, lowering and laying including cost, conveyance and	53.51	Sqm	8668.20	₹ 463873.00
8	2.5 cm Thick AS Flooring	121.73	Sqm	426.60	₹ 51930.00
9	16mm Thick cement plaster in C.M (1:6) over superstructure for inside wall	375.07	Sqm	284.40	₹ 106670.00
10	12mm Thick cement plaster in C.M (1:6) over superstructure for outside wall	126.21	Sqm	199.20	₹ 25141.00
11	6 mm thick plaster with cement mortar (1:4) for plaster over R.C.C surfaces including all cost, conveyance & royalty etc. complete as per direction of the Engineer-in-charge.	139.65	Cum	216.10	₹ 30178.00
12	Fitting & fixing of M.S. Door & Window as per drawing at	1346.75	Kg	169.88	₹ 228781.00
13	Painting 2 coats over a coat of Primer with Enamel paint over Door & Window.	84.61	Sqm	283.50	₹ 23987.00
14	Provision of Fitting & Fixing and cost of Ventilator etc. complete.	20.00	Nos.	200.00	₹ 4000.00
15	Priming 2 coats with primer with approve shade	640.93	Sqm	87.60	₹ 56145.00
16	Two coats of Plastic Emulsion Paint for inside & outside wall with Ceiling including	640.93	Sqm	121.30	₹ 77745.00

17	Provision for Electrification (Lump sum)	₹ 75,000.00
18	Provision for Water Supply & Sanitation (Lumpsum)	₹ 73,881.00
19	Sign Board (Lump sum)	₹ 4,000.00
20	Total Civil Cost (Agreement Value)	₹ 25,21,009.00
21	Add Work Contingency (1%)	₹ 25,210.00
22	Add GST (18%)	₹ 4,53,782.00
	Total Cost	₹30,00,000.00
(Rupees Thirty Lakh) only		

(Total Twenty Two Items only)
(Rupees Thirty Lakh) only

Rate quoted in terms of % (Percentage) less or excess over the gross value of the tender amount as given above.
(Both in words and figures in details). **The percentage less or excess will be up to two decimal point only.**

(a) In figures _____ % Excess/Less

(b) In Words _____

(c) N.B.: Percentage of Excess or Less to be quoted both in words and figures

Signature of the Contractor

GOVERNMENT OF ODISHA
DEPARTMENT OF PANCHYAT RAJ
INVITATION FOR BIDS (IFB) IDENTIFICATION NO.02/BARIPADA-MBJ/ 2023-24
BLOCK DEVELOPMENT OFFICER, BETNOTI
DETAILED TENDER CALL NOTICE (DTCN)

1. The **Block Development Officer, BETNOTI** on behalf of Government of Odisha invites Percentage rate basis bids for execution of Civil works as detailed in the ANNEXURE 'A' from the Class of bidders registered with the State Government and bidders of equivalent Grade/Class registered for execution of Civil works on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the works annexed hereto.
2. Bid document consisting of plan, specification, the schedule of quantities and the set of items and conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except in Sundays and Public holidays till the last date of sale and receipt of bid documents.
3. The sale of bid document shall start from 03.01.2025 and close 15.01.2025 from 10.30 AM to 5 PM hours in the office of the **Block Development Officer, BETNOTI** on working days only and the bid documents shall be received up to 5 PM from 03.01.2025 to 16.01.2025
4. Bid must be delivered in the Tender Box having Identification No. **01/BETNOTI-MBJ/ 2024-25**.
5. Bid information can be obtained from website www.mayurbhanj.nic.in and tender paper can be purchased from the office of the undersigned against non-refundable fee towards cost of bid document as indicated in the form of Cash.
6. The bid will be opened on 17.01.2025 at 11.00 AM in the office of the **Block Development Officer, BETNOTI** in the presence of the bidders who wish to attend. If the office happens to be closed on the last date of receipt of the bids as specified, the bids will be received on the next working day during the same time and same venue.
7. Bid documents can be purchased from the office of the undersigned against a non-refundable fee towards cost of bid documents as indicated in the cost of the Tender Call notice.
8. The value of the work put to bid is Rs. As per Col. No.4 of ANNEXURE - 'A'
9. The bid document needs to be completed and submitted with copies of all the documents as required in the Invitation. For Bids (IFB). Following is the summary of the copies of documents required to be submitted along with the completed bid document.
 - (i) Photo copy of Contractor's Registration Certificate (License)
 - (ii) A bid security declaration must be submitted by the tenderer
 - (iii) Photo copy of GST Registration Certificate of the bidder along with GST clearance Certificate in Form 3(b) as required under clause 14 of DTCN.
 - (iv) Photo copy of PAN Card issued by the Income Tax Authority as required under clause 29 of DTCN.
 - (v) Photo copy of ADHAR Card.

Signature of Contractor


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- (vi) An affidavit regarding authenticity of the credentials as required under clause 25 of DTCN.
- (vii) A declaration to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.
- (viii) No relationship certificate in the prescribed Performa as required under clause 60 of DTCN.
- (ix) Compliance to qualifying criteria if any.
- (x) The mailing address of Registered Office/Site office of the bidder as required under clause 30 of DTCN.
- (xi) Money receipt of Tender document shall be enclosed in original.
- (xii) Signed Copy of DTCN and Price bid duly filled in & Signed by the bidder.
- (xiii) Attested Copies of Caste Certificate in case for ST/SC Contractor.
- (xiv) Name of the Project & Sl. No. will be super scribed in cover of the envelope.

10. As the Odisha Sale Tax Act 1947 has since been repealed with effect from 1st April 2005 in the event of enactment of the Odisha Value Added Tax Act. 2004 and Rule 2005, caption 'Sales Tax' printed at various clause of DTCN stands modified as 'GST'. The bid shall not at the discretion of the competent authorities by considered unless accompanied by the true copies of GST Registration No. and valid GST clearance certificate in Form 612 issued by the Sales Tax Authorities and the original thereof to be produced if required at the time of opening of the bid. The bidder registered in other State Government is required to produce non-assessment certificate obtained from the Sales Tax Commissioner Government of Odisha at the time of submission of bid document. The rates quoted by the bidder shall be deemed to be inclusive of GST of all the materials that he will have to procure for performance of the contract. Deduction of GST at source @ 18% from the gross amount payable to the bidder shall be made and credited to the Government in terms of statutory provision U/S 54 of the Odisha GST Act. 2004.

11. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Government of Odisha, shall within a period of seven days upon intimation given to him of acceptance of his bid make an initial security deposit of 1% in the form of DD in Favor of **BLOCK DEVELOPEMENT OFFICER, BETNOTI** and no other form which including the amount already deposited as earnest money shall be 2% of the value of the bid amount and sign agreement in the P.W.D. form No. F2 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Block Development Officer, BARIPADA. The security deposit together with the earnest money and the amount withheld according to the provision of F2 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No bid shall be finally accepted until the required amount of security money is deposit. The written agreement to be entered into between the bidder and the Government shall be the foundation of the rights of both the bidder and the Government and the contract shall be deemed to be incomplete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into the contract on behalf of the Government. The security deposit will be refunded after one year from the date of completion of the work and payment of the final bill. This will not carry any interest.

Signature of Contractor


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12. On completion of the work, the contractor shall be furnished with a certificate by the **Block Development Officer** of such completion, but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of premises (to be distinctly marked by the **Block Development Officer** in the site plan) on which the work shall be executed, all scaffolding surplus materials and rubbish and cleaned off the dirt from all wood work doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the officer of the PWD in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expenses of the contractor, remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt's as aforesaid and the contractor shall forth with pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding, or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
13. If the contractor or his work people or servants shall break, deface, injure or destroy Contractor liable for damage any part of a building, in which they may be working or any building, road, enclosure or grass land, or cultivated ground continuous to the premises on which work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfection become apparent in it within 12 months from the date of final certificate of its completion shall have been given by the Engineer-in charge, as aforesaid the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge
14. Besides Earnest money and initial Security Deposit Contractors of Super class, special Class, A & B classes will be required to furnish security deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill where as in case of C&D class contractors such deductions will be made at the rate of 3% of the gross bill.
15. Bid must be submitted in sealed covers. Bid documents received after due date and time will not be entertained. No. bidder will be permitted to furnish his bid in his own manuscript.
16. The work is to be completed in all respect within the stipulated date which is mention in DTCN.
17. All bids received with remain value for a period of 30days from the date of receipt of bids or till the date of drawl of Agreement whichever is earlier and validity of bids can also be extended if agreed by the bidder and the Department/Office.

Signature of Contractor


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18. The date of issue of the notice to the bidder to attend Block office for signing the agreement shall be treated as the date of commencement of work, unless otherwise specifically mentioned. The bidder whose bid is accepted must submit a program of work immediately after issue of work order for approval by the Engineer-in-charge.
19. The bidder shall carefully study the tentative drawing and specifications applicable to the contract and all documents, which form part of the agreement to be entered into by the accepted bid and detailed standard and specifications for Odisha and other relevant specifications and drawings, which are available for sale. Complaint at a future date that and specifications have not been seen by the bidder cannot be entertained.
20. The bidder shall bear in full various incidentals, sundries and contingencies necessitated by the work within the following or similar category.
- a) Rent, royalties and other charges of materials octopi duty, entry tax, all other taxes payable under various Acts & Rules including GST, ferry tolls, conveyance charges and other cost on account of land buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, haul road, diversion and its maintenance till completion of work required by the bidder for collection of materials, storage housing of staff or other purpose of the work.
 - b) Labor camps or huts necessary to a suitable scale including conservancy and sanitation arrangements therein to the satisfaction of the local health authorities should be arranged by the bidder.
 - c) Suitable water supply including pipe water supply wherever available should be provided for the staff and labor as well as for the work.
 - d) Fees and duties levied by the municipal/ canal or water supply authorities.
 - e) Suitable equipment and wearing apparatus for the labor engaged in risky operations and medical aid to the laborer engaged for the work.
 - f) Suitable fencing, barriers, signals including paraffin and electric signals wherever necessary at work and approaches in order to protect public and employees from accident
 - g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the Workman's Compensation Act.
 - h) The bidder has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
 - i) Additional performance Security: (Amendment to Para 3.5.5(v) Note-ii of OPWD Code Vol-I by modification) (Revised/substituted as per Works Deptt. Office Memorandum No.14459/W dt.20.09.2018)

Signature of Contractor


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The Successful bidder who has quoted less bid price / rates 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 DD in favor of BLOCK DEVELOPEMENT OFFICER, **BETNOTI** from any Nationalized Bank/ India within 7(Seven days) of issue of letter of acceptance (LOA) by BLOCK DEVELOPEMENT OFFICER **BETNOTI** to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

If the contractor fails to complete the work, the amount so furnished as Additional Performance Security will be forfeited in addition to the other penal clauses, if any, to be imposed. The additional performance security shall only be refunded to the bidder or else the same shall be forfeited to Govt. if in the opinion of the **Block Development Officer, BETNOTI** the execution of such quantity / quantities is / are not feasible / necessary for completion of the work, the proportionate amount of the additional performance security shall be refunded to the bidder without any interest.

Revised Amendment has been modified with OM No.5449 Dt.5.04.2021 of Works Deptt.

1	Bid Security		
	To be submitted	Bid Security declaration as per the Office Memorandum No.8943 Dt.18.03.2021 of Finance Department, Government of Odisha in lieu of Bid Security.	
2	Additional Performance Security		
	Sl	Range of difference between 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

21. The bidders shall have to sign on each page of tender schedule, DTCN and the credentials submitted by him. In addition bidders shall have to submit an affidavit along with the bid regarding authentication of bid documents, credentials including security deposits/additional performance security deposits. The bidder shall not be allowed to engage power of Attorney holder for the purpose.
22. All rates should be for finished items of works unless otherwise specifically mentioned in the tender schedule.
23. In case of Item rate bids, the rate should be written both in words and figures and in decimal coinage and in case of discrepancy in rates between words & figures the rates written in words will prevail. The bidders may also show the total of each item and the grand total of the whole bid. In case of discrepancy in the rates quoted against each item of work in figure and total of each item, the lesser amount shall be treated as valid.

Signature of Contractor

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In case of Percentage rate contracts the schedule of quantities shall mention estimated rate of such item and amount thereto. The bidder has to mention percentage excess or less over the estimated cost (in figures as well as words) in the prescribed format appended to the bid document. The bidders participated in the bid for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered, shall be considered after opening of all packages called in the same bid invitation notice.

In case of percentage rate bids, only percentage quoted shall be considered. Percentage quoted by the bidders shall be accurately filled in figures and words, so there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the bidder in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the bidder then percentage will be taken as correct. The percentage quoted in the bid without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The bidder will write percentage excess or less up to one decimal point only. If he writes the percentage excess or less up to two or more decimal points, the first decimal point shall only be considered without rounding off. Where the bidder has omitted to quote the rates either in figures and words, the Officer opening the bid should record the omission.

24. In accordance with Sections of The Income Tax Act 1961, TDS rates as applicable shall be deducted towards Income Tax from the bills payable to the bidder. The bidder shall have to furnish true copy of PAN Card issued in accordance with the provisions of The Income Tax Act 1961 along with the bid.

The bidder shall have to furnish the complete postal address of his address of his Registered Office as well as Site Office for making all future correspondences. Any notice or instructions to be given to bidder under the terms of the D.T.C.N/ Agreement shall be deemed to have been served upon him if and only if dispatched by Registered Post in the address of his registered office / site office or in the mailing address last provided by him.

25. Labor cess as admissible shall be deducted from the gross amount of the bill payable to the bidder.
26. The bid containing extraneous conditions not covered by the invitation notice are liable for rejection and quotations should be strictly in accordance with the bid invitation notice. Any change in the wording will not be accepted.
27. Conditional bids will not be taken into consideration.
28. On no account, whole or any part of the contract work shall be sublet / off loaded to surrogated executants or transfer be made by execution of a deed of Power of Attorney (hereinafter called as 'subletting') without prior written approval of the competent of the Department. In such an event the arrangement may be rescinded. The bid accepting authority shall keep the following points in view in the event of grant of such permission for subletting. The decision of Tender Inviting Officer is final On It However. if such approval is granted, the bidder shall not be relieved of any obligation or duty or responsibility, which he undertakes under the Agreement.

Signature of Contractor


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- (i) Subletting shall be permitted only in exceptional cases and for recorded reasons as to why the Contractor himself cannot directly run the Contract.
- (ii) In all cases, Sublette shall be a Contractor of the same or higher capacity or class as the original Contractor.
- (iii) Sanctioning authority shall see the qualifying criteria of the bid including the filled in Performa annexed vide ANNEXURE 'C' of DTCN, so as to assess the capability of the Sublette.
- (iv) Sanctioning authority shall also see the terms and conditions of the agreement between the Contractor and the Sublette in order to satisfy himself that the Contractor is not subletting the work for carrying a middleman's profit.
- (v) It shall be observed at the time of subletting that the Government will not be put to any loss on account of substandard execution due to compromise in the quality of work and materials.
29. Letters etc. found in the tender box raising and lowering the rates or dealing with any point in connection with the item rate bid will not be considered.
30. Schedule of Quantity accompanies the bid invitation notice: It shall be definitely understood that the Government do not accept any responsibility for the 'correctness and completeness' of this schedule and this schedule is liable for alternations or omissions, deductions or addition as set forth in the conditions of contract and such omissions, deductions, additions or alternations shall in no way invalidate / validate the contract and no extra monetary compensation will be entertained.
31. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the bid invitation notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate / vitiate the contract rates. The bidder shall not be entitled for any compensation on this account except for grant of extension of time wherever considered necessary.
32. Items of work not covered by the bid invitation notice shall be paid at the prevailing schedule of rates based on actual analysis approved by the competent authorities on execution of Supplementary Agreement.
33. The quantities in respect of the items for which the quoted rates are more than 212% of the estimated rates are not allowed to be varied by more than five percent. In case, it seems to exceed the limit prior approval of the competent authority should be obtained in accordance with Para 6.3.15 of OPWD Code (Vol.I)
It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides, estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled and supplementary agreement drawn before the extra item(s) of work are taken up.
34. The work may be splitted up and distributed among several Agencies if considered necessary on the exigency of the circumstances of the work and the bidder is not entitled to any compensation on this account.
35. Under Section 12 of Contract Labour (Regulation and Abolition) Act. 1970 the bidder who undertakes execution of work through labour, should produce valid license from licensing authority of Labour Department (labour license) before drawl of agreement.

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36. In every case in which by virtue of the provisions of Section 12, sub-section (I) of the Workman's Compensation Act, 1923, Government is obliged to pay compensations to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under Section (I) sub-section (2) of the said Act, Government shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government may not be bound to contest any claim made against them under Section 12, sub-section (I) of the said Act except on the written request of the contractor and upon his giving to Government full security for all cases for which Government might before liable in consequence contesting such claim.
37. Bidders are required to abide by the fair wages clauses as introduced by Government of Odisha and will not pay less than the Fair Wages fixed by Government to the labourers engaged by him for the work. In case of any complaint by the labourer about the nonpayment of his wages as per the Prevailing Minimum Wages Act, the B.D.O. shall have the right to investigate and if the bidder is found to be default, the Block Development Officer may recover such amount due from the bidder and pay such amount to the labour directly under intimation to the local Labour Office of the Government. The decision of the Block Development Officer is final and binding up on the bidder. An undertaking to this effect is annexed herewith vide ANNEXURE 'B'.
38. The bidder will have to submit the **Block Development Officer, BETNOTI** monthly return of labour both skilled and unskilled employed by him in the work. The bidder should keep himself in touch with the Engineer in charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention of labour on any account will be entertained.
39. Any damaged cause to the work due to 'any cause' whatsoever during execution, the bidder will make good until it is handed over to the Department in complete shape. Any cause shall mean and include 'National Calamities' of all kinds.
40. The bidder shall have to abide by the C.P.W.D. Safety Code Rules introduced by the Govt. of India Ministry of Works, Housing and Supply vide order no. 44150 dt. 25.1.1957.
41. All preliminary works such as mixing platform etc. are to be done by the bidder at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground wherever required. The rates to be quoted should be for finished item of work inclusive of carriage of all materials and incidental items of works.
42. After the work is finished all surplus materials & debris should be removed 40m. clear away from the site of the work. Preliminary work such as mixing platforms etc, should be dismantled and all materials removed from the site and premises be left neat and clean and this should be inclusive of the rates.
43. In view of the addendum to the conditions of contract, vide Works Department Circular No. 24716 Dt. 24.12.2005 the existing / relevant provisions incorporated in this DTCN/Original standard F2 Agreement stands modified to the extent as detailed herein below. This addendum shall be conclusive and binding upon the bidder and shall form part of the Agreement.

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Time Control.

A. Progress of Work and Re-scheduling Programme.

- j) The Block Development Officer shall issue the letter of acceptance to the successful bidder. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
- ii) Within 15 days of issue of the letter of acceptance, the bidder shall submit to the Engineer-in-charge for approval of a programme commensurate to clause no. (ii) showing the general methods, arrangements and timing for all the activities in the work along with monthly cash flow forecast.
- iii) To ensure good progress during the execution of the work the bidders shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4 the whole time allowed under the contract has elapsed, 1/2th of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- iv) If at any time it should appear to the Engineer-in-charge that the actual progress of the work does not confirm to the programme to which consent has been given, the bidder shall produce, at the request of the Engineer-in-charge, a revised programme showing the modifications to such programme necessary to ensure completion of the work within the time prescribed for completion. If the bidder does not submit an update programme within this period, the Engineer-in-charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
An update or the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- v) The Engineer-in-charge's approval of the programme shall not alter the bidder's obligations. The bidders may revise the programme and submit it to the Engineer-in-charge again at any time. A revised programme is to show the effect of Variations and Compensation Events.

B. Extension of the Completion Date.

The time allowed for execution of the work as specified in the contract date shall be the essence of the Contract. The execution of the work shall commence from the 15th day or such time period as mentioned in Letter of Award after the date on which the Engineer-in-charge issues written order to commence the work or from the date of handing over of the site whichever is later. If the bidder commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money Deposit and Performance Guarantee/Security Deposit absolutely.

As soon as possible after the contract is concluded the bidder shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-charge and bidder within the limitations of time imposed in the contract document, and further to ensure good progress during the execution of the work, the bidder shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

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In case of delay occurred due to any of the reasons mentioned below, the bidder shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the Contract.
- (vi) In case a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the bidder taking steps to accelerate the remaining work and which would cause the bidder to incur additional cost, or
- (vii) Any other cause, which in the absolute discretion of the authority mentioned, in Contract date is beyond the bidder's control.
Request for re-schedule and extension of time, to be eligible for consideration shall be made by the bidder in writing within fourteen days of the happening of the event causing delay. The bidder may also, if practicable, indicate in such a request the period for which extension is desired.
- (viii) In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the bidder by the Engineer-in-charge in writing, within 3 (three) months of the date of receipt of such request. Non-application by the bidder for extension of time shall not be a bar for giving fair and reasonable extension by the Engineer-in-charge and this shall be binding on the bidder.

C. Compensation for Delay.

If the bidder fails to maintain the required progress in terms of Clause "A" (Time Control) or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the BLOCK DEVELOPMENT OFFICER (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that remains below that specific in Clause "A" (Time Control) or that the work remains incomplete.

This will also apply group of items for which a separate period of completion has been specified. Compensation @ 1.12% per month of delay of work to be computed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 4% of the Bid Value of work or to the Bid Value of the item or group of items of work for which a separate period of completion is originally given.

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The amount of compensation may be adjusted or set-off against any sum payable to the bidder under this or any other contract with the Government in case, the bidder does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause "E"(Management Meeting). The amount shown against that milestones shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the bidder. However, if the bidder catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the bidder fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest What's so ever shall be payable on such withheld amount.

D. Management Meetings

Either the Engineer or the bidder may require the other to attend a management meeting. The business of a management shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and should be stated in writing to all who attended the meeting.

44. In case of delay in acquisition of land/handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in the proper format.
45. If a bidder removes any Govt. material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of the contract be liable to pay penalty equivalent to five time of the price of the materials or stock. The penalty so imposed shall be recoverable at any time from the sum that may be due then or at any time thereafter become due to the bidder or from his security deposit or the proceeds of sale thereof. The bidder will be responsible for the misuse, loss, and damage due to any reason whatsoever on any materials of the Department supplied to him for the execution of the work. In case of loss damage or misuse of the Departmental materials issued to him recovery at the rate at that time (i.e. market rate or the issue rate of the Department which ever will be more) will be deducted from the bills or his other dues.
46. Over and above these conditions including the technical specifications the terms, condition, rules and regulation and specifications laid down in Odisha Detail Standard & Specification Code are also binding upon the bidder.

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F.BLACKLISTING OF CONTRACTOR

47. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

48. No Relationship Certificate.

The bidder shall have to furnish a certificate along with the bid to the effect that he is not related to any officer in the rank of an Asst. Engineer and above in the State P.W.D. or Asst. Secy. And above in the water Resources Department. If the fact subsequently provides to be false the contract will be rescinded. The earnest money and the total security will be forfeited and he shall be liable to make good the loss or damage resulting from such cancellation. The Performa for no relationship certificate is enclosed herewith vide ANNEXURE 'C'.

49. The bidder shall shin as a token of final acceptance of the plans, sections and agreements for the work prior to take up the work for execution.
50. The bidder has to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.
51. In the event of delay in supply of departmental materials and supply of design reasonable extension of time shall only be granted on the application of the bidder. No claim for monetary compensation will be entertained under any circumstances.
52. Under no circumstances, interest shall be chargeable for the dues or any additional dues, if any payable for the work.

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53. Protection against flood.

In case of flash and untimely floods in the river during the period of execution resulting in overtopping of coffer dam and flooding of the work area, the bidder shall make his own arrangement at his cost to shift the machineries, equipment's, materials labour and departmental machineries if hired by the bidder to a safe place. The work shall have to be resumed after receding of floods and necessary strengthening of cofferdam and the bidder at his cost will do dewatering. The Department may consider extension of time for the completion of the work if the discontinuance of the work is beyond all reasonable attempts of the bidder to such eventualities.

The debris, sand and other materials, accumulated in the working area during flash floods or regular floods in the monsoon shall be removed by the bidder as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concert by the bidder, gets filled up during the monsoon period with earth such removal will not be paid further. The bidder will have to re-excavate the same at his own cost.

- a) It shall be distinctly understood that it is entirely the responsibility of the bidder to make such arrangement as may be required from time to time to protect the men, machinery materials and the work under progress and the work for which the measurements were recorded and payment made, against damages either during working season or during the flood season. The Department accepts no liability, what so ever for any damage or loss of men, materials and the work if such hindrance is caused to the progress of work.
- b) The bidder should provide at his own cost adequate protective measures to the completed works at the end of working season or working in progress flood during monsoon till completion and handing over of the entire work.

54. During Excavation of out-off trench, shoring, shuttering cost and carnage of materials including all taxes to be borne by the bidder. Only the designed sectional quantity will be paid. Dewatering from the foundation trench including hire and running charges of pump will be borne by the bidder.

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- c) GST TDS on works contract will be deducted at applicable rate from the bill and credited to Govt. account.
- d) **1 % (One percent)** of the gross amount of the bill will be deducted from the contractors bill towards **labour Cess** as per Odisha building and other construction workers (RE & CS) rules 2002 and Amendment during 2008 and as amended by Govt. from time to time.
- e) Income Tax at applicable rate shall be deducted at source.
57. The contractors are required to pay the Royalty as fixed by Govt. & amended from time to time, on minor minerals, otherwise royalty on such materials will be deducted and credited to Govt. Account.

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55. Earth Work:

- c) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Engineering-in-charge. Initial levels will be taken with reference to the benchmark, which should be kept at site till finalization of the contract. Both the parties to the contract should sign the initial cross sections before starting the work. Final level is to be taken and recorded in level book after completion of the work in all respect and the bidder is to sign the final level recorded by the department in token of acceptance of final measurements. The plotting of final levels should also include initial level, designed level & executed level in three distinct indelible ink. At the time of recording of such level by the Department, the bidder shall have to deploy his qualified Engineers, so as to assist him to witness the levels.
 - d) Payment for earth in banking by section measurement, will be made by deduction 12.5% (twelve and half) and 5% (five percent) towards settlement if measurement is taken before monsoon and after one monsoon respectively.
 - e) If final measurement of earth is taken after two successive rainy seasons and after due settlement of earth work, minimum settlement allowance will be deducted on actual observation by the Engineer-in-charge.
 - f) Borrowing of approved type of earth and disposal of cutting earth are at the cost and risk of the bidder. The Department is in no way liable for any damages caused to any individual(s) nor shall any extra payment be made to the bidder.
 - g) Earth work beyond the required design section will not be paid.
 - h) Earth available from cutting sections should be utilized in filling sections.
 - i) The earthwork includes all leads, lifts & delfts including conveyance by all means i.e. by manual, mechanical or both.
 - j) Regular reliable borrow pits witness are essential for maintenance for which the bidder shall be responsible. If he fails to make or maintain borrow pits and witness in the reliable manner to the satisfaction of the Engineer-in-charge, the later may at his option re-ensure the cubic contents of earth on embankment and deduct from the bill of the bidder such percentage which may be judged towards shrinkage settlements and also be in such adjustment as he thinks fit considering all leads and payment be made in the event of entertained by the Department on the curtailment of earth work extra leads and lifts.
56. a) The rates quoted by the contractor shall be deemed to be exclusive of GST on all the materials that he will have to purchase for performance of this contract.
- b) The rates quoted by the contractor in the tender for works shall exclude GST that may be levied on turnover on works contract according to the Laws and Regulations as applicable from time to time & as amended from time to time of GST Act-2017.

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