

DTCN-01/BDO-UDALA/2024-25

GOVERNMENT OF ODISHA



PANCHAYATI RAJ AND DRINKING WATER DEPARTMENT

DETAILED TENDER CALL NOTICE FOR THE WORK: CONST. OF ADDITIONAL
CLASS ROOM BUILDING AT
GOVT. PS DALIMUNDI UNDER
RADHO GP

ESTIMATED COST : 18.33 Lakhs
(Rupees Eighteen Lakhs
Thirty Three Thousand Only)

MARCH 06

**PANCHAYAT SAMITI, UDALA
UDALA, MAYURBHANJ, 757041
e-mail: ori-udala@nic.in**



GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DRINKING WATER DEPARTMENT
OFFICE OF THE PANCHAYAT SAMITI, UDALA
At/P.o.- Udala, Dist- Mayurbhanj, Odisha
E-Mail:- ori-udala@nic.in

INVITATION FOR BIDS(IFB)
Bid identification No.- 02/BDO_UDALA/2024-25

The Block Development Officer, Udala Invites percentage rate bid tender on behalf of Governor of Odisha from registered and eligible Civil Contractor of the state PWD (R&B)/WR/Rural Works/MI/CPWD for the following Work eventually to be drawn up in the PWD P-1 contractor from in confirming with the detailed Tender call Notice.

ANNEXTURE-1

Sl.No	Name of the Work	Approx. Value of the Work (Rs. In Rupees)	Class of Bidder	EMD @1%EC (In Rupees)	Cost of BID Document (In Rupees)	Period of Completion
1	2	3	4	5	6	7
1	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. PS DIMAGADIA, KOCHILADIHA	1493516.00	'C' & 'D'	14935.00	6000.00	6 months
2	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. UPS DIMAGADIA, KOCHILADIHA	1493516.00	'C' & 'D'	14935.00	6000.00	6 months
3	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. PS DALIMUNDI, RADHO	1493516.00	'C' & 'D'	14935.00	6000.00	6 months
4	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. PS PAHANDA, RADHO	1493516.00	'C' & 'D'	14935.00	6000.00	6 months
5	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. UPS DIHIRAKUL, RADHO	1493516.00	'C' & 'D'	14935.00	6000.00	6 months
6	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. PS PATPUR, PATSANIPUR	1490588.00	'C' & 'D'	14906.00	6000.00	6 months
7	CONST. OF ADDITIONAL CLASS ROOM BUILDING AT GOVT. PS KHALADI, PATSANIPUR	1490588.00	'C' & 'D'	14906.00	6000.00	6 months



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1. **Cost. Of Tender paper:** Bids must be accompanied by paper cost of the tender amount specified for the work in the table (Col No.6). The Paper cost is to be Pledge in shape of bankdraft (non-refundable) issued from nationalised bank payable at **State Bank Of India, Udala** as per DTCN in favour of **BDO, Udala**, may be deposited in shape of bank draft prepared on or before the last date of receipt along with the bid.
2. **Earnest Money Deposit:** The bid must be accompanied with E.M.D amount as specified against each work in shape of NSC/POTD/KVP/DD/POSB/FD receipt of the scheduled commercial bank duly pledged in favour of **BDO, Udala**.
3. **Sale and Receipt of Tender Paper:** The sale of the Bid documents will be made from the date of publication i.e. from Date: 06.03.2025 to 20.03.2025 **from 10:00 am to 5.00 pm during office hours (on working days only)** in the office of the Block Development Officer, Udala.

Bids should be received by the office of the Block Development Officer, Udala, Mayurbhanj, Pin- 757041 through drop box by self of messenger at Tender box no. 01/2024-25 and super scribed as "NAME OF THE WORK" BID IDENTIFICATION NO-01/BDO, UDALA/2024-25. (Written in Capital Letter) on the body of cover. The last date of receipt of the bid documents will be dt: 21.03.2025 upto 5.00PM.

Date of Opening of the Tender Paper: The Bids will open on Date 24.03.2025 at 11.00 A.M. at the, **Conference hall , Panchayat Samiti, Udala, Mayurbhanj** in the presence of the bidder who wish to attend. If the office happens to be closed (holiday) on the date of receipt/opening of the bids as specified, the Bids will be received/opened on the next working day at the same time and venue without further Notice. However, date of Tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned Tenders through notice affixing to notice board at Office the Block Development Officer, Udala, Mayurbhanj.

4. **Additional Performance Security Deposit:** Additional Performance Security shall be obtained from the bidder when the Bid amount is less than the estimated cost put to tenders per work deptt. Letter No. 4710. Dt 12.04.2024 in such an event, only the successful bidder who has quoted less Bid Price/rates then the estimate 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 NSC/POTD/KVP/DD/POSB/FD of any nationalized bank receipt duly pledged in favour of Block Development Officer, Udala within 7(Seven) days, otherwise the Bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against Bidder.

Range of differential between the EC put to tender and Bid amount	:	APS to be deposited by the successful Bidder
Below 5%	:	No Additional Performance Security
From 5% above and below 10%	:	50% of (Difference between estimated cost put to tender and Bid amount.



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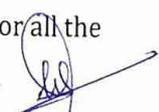
From 10% and Above	:	150% of (Difference between estimated cost put to tender and Bid amount.
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5. The following Documents should be furnished with the tender paper filling which the the tender is liable for rejection.
 - A) EMD Pledged in favour of BDO UDALA.
 - B) Self Attested copy of valid Contractor Registration Certificate.
 - C) Self Attested copy of valid Pan Card & GST Certificate.
 - D) Sc/SC Contractors submit original Affidavit in support of Cast Certificate and and Attested copy of Cast Certificate.
 - E) Bank Draft towards cost of tender paper in Favour of BDO, Udala in original
 - F) P.H Contractor submit original affidavit in support of PH certificate regarding EMD Exemption.
 - G) An Affidavit in support of the authority of Documents including no relation certificate should be attached with tender paper.
 - H) Signed copy of DTCN and price-Bid dully filled in and signed by the tenderer.
 - I) An affidavit regarding authority of the credentials.
 - J) The mailing address of registered office/site office of the Bidders for further correspondence.
 - K) An Affidavit to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.
6. Engineering Contractors desiring to avail the exemption facility of EMD should submitted an original affidavit as regards, the fact of availing award of work without submission of EMD/ISD during the current financial year. He also produce original contract licence at the time of opening of tender document to make necessary entry to that effect as such facilities are limited three participations in tender during a financial year. Otherwise, their tender will be liable for Rejection.
7. The C/ST Contractors desirous of availing preference should submit an original affidavit in support of caste certificate and attested copy of caste certificate, otherwise their tender will be liable for rejection.
8. G.S.T. as applicable shall be paid extra over and above the work value. The Contractor however required to submit the TAX INVOICE along with RA/ Final bill Released of the G.S.T. amount by the department.
9. Shortfall of any required documents, Tender paper is liable for rejection.
10. A Bidder can submit only once tender paper for a particular work. Submission of more than one tender paper by a Bidder for particular tender will be liable for rejection of all such tender papers.
11. Other details can be seen in the bidding documents.
12. All the tender where rate quoted is more than 15% less than the scheduled rate will be rejected.
13. Other details can be seen in the other Documents.



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14. All Bids Received will remain valid for period of 30 days from the last date of receipt of Bids and the validity of the Bids can also be extended, If agreed to by the bidders with the department.
15. If the LI Bidder does not turn up the agreement after finalization of tender, then he/she shall be debarred from participation in bidding for three years and action will be taken to black list the bidder. In the cast L2 bidder if full fill, other required criteria would be called for drawing agreement for execution of work subject to the condition, that L2 bidder negotiate as per with the rate quoted by the LI bidder otherwise tender will be cancelled.
16. The rates to be quoted by the contractor by the excluding GST. The implementation of the GST rules by the GOVT of Odisha is to be accepted by the bidder at any point of time.
17. If the rate quoted by the tenderers is found to be same, tender committee will decide the tender.
18. The **Block Development Officer, Udala** reserves the right to reject any or all the tenders without assigned any reason thereof.


Block Development Officer
Udala, Mayurbhanj

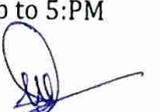
Memo No. 1351 /Dt. 27/2/2025

Copy in duplicate forwarded to the joint Director (Advertisement), I&P.R.Deptt. Bhubaneswar for information and necessary action. If is requested to please arrange for publication of above tender notice in two local Oriya Dailies on or before dt.06.03.2025. The complementary copies for the same be sent to the office records.


Block Development Officer
Udala, Mayurbhanj

Memo No. 1353 /Dt. 27/02/2025

Copy (both Head & Soft Copy) Submitted to the Director, I n& P.R Dept. Govt. Of Odisha for favour of kind information/Copy to NIC, Bhubaneswar/DIO, NIC Mayurbhanj with a request to display the Bid document in the website up to Date.20/03/2025 up to 5:PM


Block Development Officer
Udala, Mayurbhanj

Memo No. 1354 /Dt. 27/02/2025

Copy Submitted to the deputy Secretary to Govt., P.R.Dept, Govt .of Odisha for favour of kind information .





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Memo No. 1370 /Dt. 27/02/2025

Copy to the Collector & District Magistrate, Mayurbhanj / Superintendent of Police, Mayurbhanj/ CDO-Cum-EO, Zilla Parishad, Mayurbhanj /CDM & PHO, Mayurbhanj/Chief Engineer & Basin Manager, B.S. & B. Basin, Laxmiposi/ Superintending Engineer, Irrg. Circle, BARIPADA/ Executive Engineer, M.I. Division, BARIPADA, Superintending Engineer/Executive Engineer, (R & B) Division, BARIPADA/Rairangpur/ N.H. Division, BARIPADA/Executive Engineer, Mayurbhanj Irrigation Division, BARIPADA/ Executive Engineer, R.W.S&S Division, BARIPADA/ Superintending Engineer, RWD, BARIPADA/ Rairangpur/ Karanjia, Executive Officer, BARIPADA Municipality for information and wide Circulation.

Block Development Officer
Udala, Mayurbhanj

Memo No. 1371 /Dt. 27/02/2025

Copy to all tender committee members for information and requested present for opening of the tenders in the given date, time & Venue.

Block Development Officer
Udala, Mayurbhanj

Memo No. 1272 /Dt. 27/02/2025

Copy Submitted to the Superintendent of Police, Mayurbhanj for favour of kind information.

Copy Submitted to the SDPO, Udala for favour of kind information.

Copy to Inspector-In-Charge, Udala P.S. for favour of kind information. He is Requested to Kindly Arrange the Police Force in the Office of the Undersigned for smooth completion of the tender process on dated 24.03.2025 at 11:am.

Block Development Officer
Udala, Mayurbhanj

GOVERNMENT OF ODISHA

DEPARTMENT OF PANCHYATI RAJ AND DRINKING WATER INVITATION FOR BIDS (IFB) IDENTIFICATION NO. 01/BDO_UDALA/2024-25 BLOCK DEVELOPMENT OFFICER, UDALA DETAILED TENDER CALL NOTICE

1. The Block Development Officer, UDALA on behalf of Government of Orissa invites percentage rate 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 with Central Government / M.E.S. / Railways 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 all the offices issuing the bid documents and 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. Bids must be accompanied by security of the amount (Non-refundable) specified for the work as mentioned in the Col. No.6 of the ANNEXURE 'A' in shape of Deposit Receipt from Scheduled Bank/ National Savings Certificate / Post Office Savings Bank Account / Post Office Time Deposit Account / KissanVikashPatra/DD duly pledged in favour of the Block Development Officer, UDALA failing which the bid shall be liable for rejection. Bidders desirous to hire machinery or equipment from outside the State are required to furnish 2% of the amount put to bid as bid security.
4. The sale of bid document shall start from 06.03.2025 and close 20.03.2025 on working days only from 10:00 AM to 5:00 PM hours in the office of the Block Development Officer, Udala on working days only and the bid documents shall be received up to 05:00 PM of date 21.03.2025.
5. Bid must be delivered in the Tender Box having Identification No. 01/2024-25
6. Bid information's can be obtained from website www.mayurbhanj.nic.in and tender paper can be ONLY purchased from the office of the undersigned against non-refundable fee towards cost of bid document as indicated in the form of Cash. The cost of bid document and GST should be made in two separate A/C payee Demand Drafts.
7. The bid will be opened on 24.03.2025 at 11 AM in the office of the Block Development Officer, Udala 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 and opened on the next working day at the same time and same venue.
8. 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 form of cash in shape of two A/C Payee. Two separate A/C Payee Demand Draft be made one for cost of bid document and the other for GST.
9. The value of the work put to bid is As per Col. No.3 of ANNEXURE - '1' of advertisement 01/BDO-UDALA/2024-25.
10. As per Works Department Circular No. 15443/W Dt. 01.8.2005, all the prospective bidders for the purpose of participation in the bid shall have to deposit Earnest Money Deposit @ 1% of the amount put to bid rounded to the multiple of Rs.100/- as per Col. No.5 of ANNEXURE - 'A' at the time of submission of bid. The earnest money should be duly pledged in favour of the Block Development Officer, Udala may be in shape of National Savings Certificate / Post Office Savings Bank Account / DD / Post Office Time Deposit Account / KissanVikasPatra/Deposit Receipt of Scheduled Bank. Bids not accompanied by EMD @ 1% as provided in hereof shall be summarily rejected.

N.B.

- a) No Cheque / Cash payment will be accepted.
- b) Any Bank enlisted under the Second Schedule of Reserve Bank of India Act. 1934 shall be constructed as Scheduled Bank. The Deposit Receipts of Bank other than the Scheduled Banks shall not be acceptable as E.M.D.
- c) The Engineering bidders shall have to furnish E.M.D. as per Works Department Clarification No. 2246 dt. 03.02.06 and the original Registration Certificate should be produced by the bidder at the time of opening of the bid for verification, failing which the bid will be liable for rejection. Grant of concession (s) to Schedule Caste & Schedule Tribe Bidders shall be admissible in accordance with Works Department Resolution No. 27748 dt. 11.10.1977.
- d) Adjustment of earnest money given with other bids previously shall not be entertained.

11. 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 **self-attested** documents required to be submitted along with the completed bid document.

- (i) Contractor's Registration Certificate (License)
- (ii) E.M.D. in the prescribed mode as required under clause 12 of DTCN.
- (iii) GST Registration Certificate of the bidder along with GST clearance Certificate in Form 612 as required under clause 14 of DTCN.
- (iv) Pan Card issued by the Income Tax Authority as required under clause 28 of DTCN.
- (v) An affidavit regarding authenticity of the credentials as required under clause 24 of DTCN.
- (vi) A declaration to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.
- (vii) No relationship certificate in the prescribed Proforma as required under clause 55 of DTCN.
- (viii) Compliance to qualifying criteria if any.
- (ix) The mailing address of Registered Office/Site office of the bidder as required under clause 30 of DTCN.

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl.No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Bank Draft towards Cost of tender paper Rs. 6,000.00 in Original			
02.	EMD as per Column no -5 of Annexure-1			
03.	Additional Performance Security in case the bid price/rate is less than the estimated cost put to tender			
04.	Copy of valid Contractor Registration Certificate			
05.	Copy of GST registration certificate & GSTIN			
06.	Copy of PAN Card and			
07.	Mailing address details			
08.	No Relationship Certificate			
09.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer			
10.	Affidavit regarding authenticity of credentials			

12. The EMD will be forfeited if the bidder backs out from the offer before acceptance of bid by the competent authority as concurred in by Law Deptt. & Finance Deptt. In their UOR No. 848/L dt. 31.05.97 & UOR No. 202/WFD dt. 6.3.98 respectively. (Works Deptt. Memo No. 9101/dt.30.03.98)

13. As the Orissa Sale Tax Act 1947 has since been repealed with effect from 1st April 2005 in the event of enactment of the Orissa 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 Orissa 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 2(119) of the Orissa GST Act, 2017.

14. The earnest money will be retained in case of successful bid and will be dealt with as per the terms and conditions of the O.P.W.D. Code and will not carry any interest. The earnest money of the unsuccessful bidder will be refunded on application after the tender is finally accepted and agreement concluded.
15. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Government of Orissa, shall within a period of seven days upon intimation given to him of acceptance of his bid make an initial security deposit in the form of NSC/ Post Office Time Deposit/Post Office Savings Bank Account/ KissanVikasPatra /DD / Deposit receipt of Scheduled Bank and in 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, Udala. 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.
16. 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.
17. The work is to be completed in all respect within the stipulated date which is mention in DTCN and payment of bill is subjected to available of funds in that particular project.
18. All bids received with remain value for a period of one month 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.
19. The date of issue of the notice to the bidder to attend the office of Panchayat samiti UDALA 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.
20. 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 Orissa 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.
21. Every bidder is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and foodstuff etc. In every case the materials must comply with the relevant specifications.

The bidder will be deemed to have satisfied himself that the rates quoted by him in the bid will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, delfts, loading and unloading and freight for materials and all other incident charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work.

Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained. It should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non-availability of proper quantity and quality of materials, including foodstuffs or for any other.
22. 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 octroi 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) Labour 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 labour 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 labour engaged in risky operations and medical aid to the labour 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.
23. Additional performance security should be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the intending bidder shall have to deposit prior to conclusion of agreement the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office Savings Bank Account / National Savings Certificate/Post Office Time Deposit Account /DD / Kissan Vikash Patra / Deposit receipt of Scheduled Bank duly pledged in favour of the Block Development Officer, Udala failing which the bid shall be liable for rejection under intimation to the License Issuing Authority. On successful Execution of the quantity / quantities, 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, 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. Any bank enlisted under the Second Schedule of the R.B.I. Act. 1934 shall be construed as Scheduled Bank. The Deposit Receipts of Bank other than the Scheduled Banks shall not be acceptable for the purpose.
24. 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.
25. In event of item rate bid each bidder must quote a definite rate for each item of work for subsequent inclusion in the contract. Bids containing indefinite terms such as estimated rates or schedule of rates or rates on percentage basis will not be considered. The bidder may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and for other too high.
26. All rates should be for finished items of works unless otherwise specifically mentioned in the tender schedule.
27. 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.

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.

If the bidder is not willing to accept the amount so fixed in the above manner and declines to execute the work the EMD of the bidder shall be forfeited to Government. Bills for percentage rate bids shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

The bid should be written legible and free from erasures overwriting or correction of figures and words and all overwriting should be neatly scored out and rewritten and corrections whenever unavoidable should be done by writing over the dated initial of the bidder.

28. In accordance with Section 194© of The Income Tax Act 1961, 2% (two percent) of the gross amount of the bill followed by Surcharge and Education Cess (as admissible) 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.
29. 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 tender 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.
30. Labour Cess as admissible shall be deducted from the gross amount of the bill payable to the bidder.
31. 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.
32. Conditional bids will not be taken into consideration and no claim shall be entertained for price escalation of building materials used.
33. 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. Wherever such approval is granted, the bidder shall not be relieved of any obligation or duty or responsibility, which he undertakes under the Agreement.
 - (i) Subletting shall be permitted only in exceptional cases and for recorded reasons as to why the Contractor himself can not directly run the Contract depending upon the decision of EIC /BDO Udala . Their decision may be subjected to cancellation for which contractor cannot be questioned.
 - (ii) In all ccess, Sublette shall be a Contractor of the same or higher capacity or class as the original Contractor.
 - (iii) Sanctioning authority shall see he qualifying criteria of the bid including the filled in Proforma 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.
34. 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.
35. 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.
36. 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 entitles for any compensation on this account except for grant of extension of time wherever considered necessary.
37. 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.
38. During execution of the work, there is every likelihood of such items of work, which do not find place in the current schedule of rates or in respect of such items, which are given in the schedule of items for which the bidder has not quoted his rates. The bidder will have to carry out these items of work. Rates of such items of work which do not find place in the current schedule of rates referred to above shall be decided by the APD Tech. of the Dist. and the decision of the APD Tech., shall be conclusive and binding upon the bidder. The payment on such items of execution shall be made on draw of Supplementary Agreement.

39. The quantities in respect of the items for which the quoted rates are more than 25% 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)
40. 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.
41. 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.
42. 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.
43. 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.
44. Bidders are required to abide by the fair wages clauses as introduced by Government of Orissa 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 non payment 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'.
45. The bidder will have to submit the Block Development Officer, UDALA 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.
46. 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.
47. 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.
48. All preliminary works such as GSTs, 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.
49. After the work is finished all surplus materials & debris should be removed 100m. clear away from the site of the work. Preliminary work such as GSTs, 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.
50. 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.

Time Control.

A. Progress of Work and Re-scheduling Programme.

- i) 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 7 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 over due 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 7th 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 indirect 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.

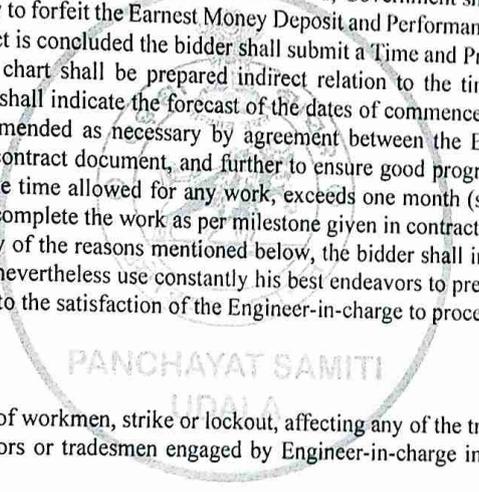
In case of delay occurred due to any of the reasons mentioned below, the bidder shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the 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 prejudiced 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 APD Tech. (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 the 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 10% 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.

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 whatsoever shall be payable on such withheld amount.

51. At the time of purchase of bid document the prospective bidder shall have to pay an extra amount towards VAT @ 4% of the cost of bid documents confirming to the rate stipulation made in the Odisha VAT Act 2004 & Rules 2005 in addition to the cost of bid document.
52. 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 times of the price of the material in stock. The penalty so imposed shall be recoverable at any time from the sum that may be due than 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 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.
53. Over and above this condition including the technical specification the terms and condition rules and regulations and specifications laid down in Odisha detail Standard & Specification Code are also binding upon the bidder.
54. In accordance with Works Department circular no.15446 dt 1.08.2005 the intending bidder shall have to furnish the following information in the proforma enclosed here with vide ANNEXURE 'C' duly certified by the Executive Engineer or the competent authorities under whom he has executed the works in order to judge his past performance. The bidder shall have to furnish a declaration in a separate sheet regarding conviction/imprisonment for an offence involving moral turpitude. In the absence of such vital information the bid shall be finalised in accordance with merit.
The onus of establishing a credential solely lies with the bidder. The Department shall in no way be held liable for creating credentials so motto from the official records but to examine the authenticity of the credentials furnished by the bidder along with the bid.
55. **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 PWD or Asst. Secy. and above in the Water Resources Department. If the fact subsequently proves 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 proforma for no relationship certificate is enclosed herewith vide ANNEXURE 'D'.
56. The bidder shall sign as a token of final acceptance of the plan, sections and agreements for the work prior to take up the work for execution.
57. The bidder has to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.
58. The bidder has arrange necessary tools and plants, vehicles, machineries such as pumps, road rollers etc required for the efficient execution of work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the bidder. The bidder shall have to furnish a list of T&P, vehicles, machineries, which he owns in the proforma enclosed herewith, vide ANNEXURE 'E'.
59. Under no circumstances, interest shall be chargeable for the dues or any additional dues, if any payable for the work.
60. **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 area, the bidder shall make his own arrangement at his cost to shift the machineries, equipment, 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 coffer dam and the bidder at his cost will do dewatering. The department may consider extension of time for 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 concrete by the bidder, gets filled up during monsoon period with earth such removal will not be paid further. The bidder will have to re excavate the same at his own cost.

It shall be distinctly understood that it is entirely the responsibility of the bidder to make such arrangements 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, machinery and the work if such hindrance is caused to the progress of work.

The bidder should provide at his own cost adequate protective measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handling over the entire work.

61. During excavation of cut-off trench, centring shuttering cost and carriage 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.
62. Dewatering from the foundation for bridges, culverts, buildings, canal structure, river training, work sites etc and watering for consolidation in roads embankments whenever necessary during execution will have to be done by the bidder and no extra payment will be made on that account. The term 'dewatering' shall mean and include the execution or operation of these items due to standing water as well as due to percolation water.
63. Earth work
 - A) The earth work quantity will be assessed from cross sections taken at suitable intervals as decided by the Engineer-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 levels recorded by the Department in token of acceptance of final measurements. The plotting of final levels should also include initial level, designed level and 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.
 - b) Payment for earth in banking by section measurements will be made deducting 12.5% (twelve and half) and 5% (five percent) towards settlements if measurements are taken before monsoon and after one monsoon respectively.
 - c) If final measurements of earth is taken after two successive rainy seasons and after due settlements of earth work, minimum settlements allowance will be deducted on actual observation by the Engineer in charge.
 - d) Borrowing of approved type earth and disposal of cutting earth are at the cost and risk of the bidder. The Department is no way liable for any damages caused to any individuals nor any extra payment shall be made to the bidder.
 - e) Earth work beyond the required design section will not be paid.
 - f) Earth available from cutting sections should be utilised in filling section.
 - g) The earth work includes all leads, lift and delfts including conveyance by all means i.e, by manual, mechanical or both.
 - h) 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 the earth on embankment and deduct from the bill of the bidder such percentage which may be judge towards shrinkage settlements and also be in such adjustment as he thinks fit considering all leads and payments be made in the event of entertained by the Department on the curtailment of earth work extra leads and lifts.
64. **Specification for Breach closing works in river Embankments:**
 - A) Before breach closing the scour pocket filled with water should be dewatered and dried. The seat of the embankment should be ploughed 8" deep before earth is put in for which no extra payment will be made.
65. **Cement Concrete :**

Concrete work will conform to IS-456-2000 . Concrete shall consist of :

General :

Concrete shall be composed of cement, sand, coarse aggregate, water admixture (if any) as specified and well mixed in concrete mixture by weight and brought to proper consistency. In case the quantity of concrete involved in work is very small, the Engineer-in-charge may allow volumetric proportioning of concrete mix for the restricted quantity.

Mixing :

Concrete shall be mixed in a mechanical mixer with a mixing time not less than 2½ minutes and shall be as dense as possible. Mixing shall be continued until there is a uniform mixing of the materials and the concrete is uniform in colour and consistency. The time of mixing shall conform to table 1 of IS 457-1957.

Materials :

a) Sand (Fine Aggregate)

Sand to be used in the work shall be natural and free from organic impurities, the maximum size being limit to 4.75 mm. Fineness modules shall be minimum of 2.2 and specific gravity not less than 2.5, bulkage of wet sand shall be a maximum of 20%.

b) Coarse Aggregate

Maximum size of coarse aggregate shall be 40mm and downgraded to have well graded aggregate. Specific gravity shall not be less than 2.5 in order to have well graded aggregate it shall conform to the following table.

TABLE

I.S. Sieve	% Passing for graded aggregates of nominal size			
	40mm	20mm	16mm	12.5mm
40mm	95-100	100	-	-
20mm	30-70	95-100	100	-
16mm	-	90-100	100	-
12.5mm -	-	-	-	90-100
10mm	-	-	-	40-85
4.75 mm	10-35	25-55	30-70	0-10
2.36 mm	0-5	0-10	0-10	0-10

c) Cement (53 grade OPC/PPC/PSC (OCL/Ultratech/ACC/Konark) for execution of work.)

Ordinary Portland cement shall be used in all cases except in structure in saline locations where Portland slag cement shall be used. Other essential requirement to be fulfilled by chemical analysis. Quality control organization shall be referred to conduct periodic physical/chemical tests of cements to ensure the quality and such testing charges shall be borne by the bidder.

Table - A

Sl. No.	Grade of Concrete	Cement level required with coarse aggregate of maximum size (MSA) 40mm & downgraded	20mm & down graded
1.	M-10	207 Kg/M ₃	221 Kg./M ₃
2.	M-15	259 Kg./M ₃	228 Kg./M ₃
3.	M-20	329 Kg./M ₃	366 Kg./ M ₃

Actual cement level required for the aggregates to be used shall be determined by laboratory test. The mix shall be designed to produce the grade of concrete having to required workability and characteristic strength as stipulated in the following table.

Table - B

Sl. No.	Grade of Concrete	Compressive test strength in N/mm ₂ on 150 mm cube conducted in accordance with IS 456-2000	Minimum 28 days
1.	M-10	7	10
2.	M-15	10	15
3.	M-20	13.5	20

D) Reinforcement:

The contractor will use HYSD bar(SAIL/TATA Tiscon) for feinforcement work.

N.B.:- In case of actual cement use being less than the cement level specified in Table-A, the Department shall deduct the cost of cement from the bill of the bidder at the prevailing predetermined price of cement for short consumption of cement. In case, of actual cement used being more than that specified in Table-A. the bidder shall be paid for extra cement used at the predetermined price of cement. Design mix and actual cement level required shall be communicated to the bidder from the to time in writing by the Engineer-in-charge.

The department has the right to inspect the work and can reject partly or fully each structure if found defective in their opinion.

66. All reinforcement cement concrete work shall conform to Orissa Detailed Standard Specification, I.R.C. and I.S.I. Code and should proof 1:2:4 with 6 mm to 18 mm size hard broken granite chips (18mm size not exceeding to 212%)
67. Shuttering and centering shall be with seasoned non-sal wood, the inside of which should be lined with suitable sheeting and be made leak-proof and watertight or alternative steel shuttering and centering shall be preferred.
68. Cement concrete in roof slab beams and wherever prescribed by the Engineer-in-charge will be machine mixed and the bidder should arrange his own concrete mixture, vibrator, pumps etc. for which no extra payment shall be made.
69. All the quantities mentioned in the schedule are combined for ground and multi storied floors in case of multi-storied building, the rates should be through for the same
70. The exposed surface of all the reinforced cement concrete works should be made smooth and no extra charges for plastering if required to any R.C.C. structures like columns, chajjas, deck slabs, walls or R.C.C. works will be paid for the purpose.
71. The depth of foundation indicated in the drawing are provisional but these may be altered if considered necessary in the light of the nature of soil assessed by boring which must be taken in advance of the actual execution to the instructions.
72. The thickness of cement concrete in top plugging should be as per the department drawing.
73. Concrete of strength below 812% of the required strength (as determined by actual test) shall not be accepted.
74. Materials for lining work should be used in the work only after obtaining approval of the Engineer-in-charge.
75. Cement shall be used by bags and weight of a bag of cement being taken as 50kg or weight of one cubicmeter of cement be taken as 14.42 quintals.
76. For concreting the bottom plugs of well under water the method of pouring concrete should be either with baskets or boxes or bags as directed by the Engineer-in-charge. 10% extra cement should be used for underwater concreting without any extra cost to the Department.
77. **Curing :**
Curing of all cement works will be done by the bidder as per the instruction of the Engineer in-charge, at his own cost.
78. The Department shall have the right to inspect the scaffolding and centering made for the work and reject partly or fully such structures if found defective
79. In the event of any work tendered for under 'Food for work Programme' the payment shall be made in terms of CASH AND / OR GRAIN in accordance with Deptt. Of Water Resources Circular No. F.C.III-3/2001 / 22859 Dt. 19.6.2001 read with DOWR resolution No. F.C. III-59-2003/27799 dt.11.8.03 and further modifications if any. In the works covered under Food For Work Programme the bidder shall have to maintain Muster Rolls in support of Payment of Wages in shape of food grain to the labourers engaged in the work. After issue of food grains by the Department will be the bidders' exclusive responsibility for transportation, safe custody and upkeepment till the food grains are provided to the labourers engaged in the bonafide Government work against proper acknowledgement in Muster Rolls. The bidder shall have to bear all such incidental charges such as transportation, storage, handling etc. and cost of empty gunny begs @ Rs.5/- per bag, the rates quoted for the work are to be inclusive of all such charges. A Proforma of undertaking is appended to the Agreement vide ANNEXURE 'B'.
80. The length and section of reinforcement after it is put in position as per design will be measured for the purpose of payment including weight of binding wire.
81. Concrete should be vibrated with skin vibrator and pan vibrator. If available, the Department will supply these vibrators on payment of usual hire charges.
82. It must definitely understood that the Department shall not accept any responsibility for the correctness and completeness of the trial borings shown in the cross section.
83. The bidder should employ enough technically skilled persons including qualified Engineer at his own cost and risk for supervision of the work.
84. Grubbing out roots and clearing shrub jungles, if any, will be done by the bidder for which no extra payment will be made.

85. The bidder is entitled to be paid only at the rates quoted by him for execution of the item of work. If the bidder is required to pay for any ancillary work for completion of the item of work confirming to the contract specification it will be constructed as his exclusive responsibility for specific performance of the contract and nothing extra over and above the agreement rates will be paid.
86. The bidder shall engage local labourers on priority basis during execution of work.
87. No claim whatsoever will be entertained for any damage caused to work during supply of water in Canal.
88. The bidder has to make good damages caused to canal banks for carriage of materials at his own cost.
89. Any damage or loss of the materials during carriage and the cost thereof are to be borne by the bidder.
90. All fittings for doors and windows if supplied by the bidder should be of best quality and should be got approved by the Engineer-in-charge before they are used in the work.
91. No claim will be entertained in respect of difficulties due to sand blowing met with during sinking of wells.
92. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
93. The use of mild steel roller and pins be permitted provided these are made either of gauge-III or IV steel in accordance with I.R.C. specification M.S. roller and pins of forge metal alternatively be turned from Railway carriage and wagon axles (these may be designed according to the formula). $P=D 32$ where 'P' is the permissible load in tones per inch length or roller and. 'D' is the diameter of the roller in inches.
94. Locks and groves shall be provided in the bearings so as prevent them from getting out of the alignment.
95. For proper maintenance of metallic bearings suitably designed boxes having necessary grease for lubrication and permitting easy access the bearings shall be provided to prevent dust or other foreign materials getting into the bearings.
96. Sliding plate bearing shall normally be form anyone metal and combination of plates of different metals which are likely to result inaction shall not be permitted. Copper plate pressed in between steel plates will not be allowed.
97. **ADDITIONAL CLAUSE TO BE INCLUDED IN THE FAIR WAGE (SAID CLAUSE 34 OF CONDITIONS OF CONTRACT) INTRODUCED IN G.O 44 VIIS. 13/62 DATED 20.2.1995.**
- 1.a) Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules 1950, the Contractor is bound to allow or cause to be allowed to the labourer directly or indirectly employed on the works one day rest for six days of continuous work and pay wages at the same rates as for duty in the event of default, the Block Development Officer concerned shall have the right to deduct the sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitles thereto form any money due to the Contractor.
- b) The contractor shall at his own expense provide or arrange for the provision of foot wear for any labourer doing cement mixing work and black topping of roads. The contractor has undertaken to so, Government shall be entitled to provide the same and recover the cost from the Contractor.

2. Pay

(i) in case of delivery:

Leave pay during maternity leave will be at the rate of the worker's average daily earnings calculated on the total wages earned on the days the full time work was done during a period of three months immediately preceding the date on which the given notice that she expects to be confined or at the rate of twelve annas a day whichever is greater.

(ii) In case of miscarriage:

Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of maternity:

Maternity leave benefit shall be admissible to women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

This will apply only to work places which may continue a year or more.

98. Inspection and Quality Control Tests.

Except as otherwise provided in hereof all materials and workmanship, if not otherwise designated by the specifications, shall be subject to Inspections, examination and quality control test by the Engineer-in-charge at any and all times during manufacture and/or constructions and at any / all places where such manufacture or constructions are carried on. The Engineer-in-charge shall have the right to reject defective material and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with proper material without charge thereof and the Contractor shall properly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship, the Engineer-in-charge may replace such material and / or correct such workmanship and charge the cost thereof to the Contractor.

99. Substantial still photographs and / or Video recording be done by the bidder at his own cost prior to execution, during execution, and after completion of the work as per the direction of the Engineer-in-charge and the C.Ds./print outs thereof should be accompanied by the R/A bills and Final bill.
100. Compensation on account of idle labour and / or idle machinery for any reason whatsoever shall not be allowed but extension of time shall be considered if the hindrance is not attributable to the bidder.
101. In the event of non-achievement of proportionate progress confirming to works Department Circular No. 24716 dt. 24.12.2005 incorporated in clause 51 of DTCN instant / appropriate action shall be initiated against the bidder for recession of the contract under Clause 2(b) of the F2 agreement on payment liability of the admissible amount from him.
102. Bidders are also required to go through each clause of PWD from F2 Agreement carefully in addition to the clauses mentioned herein before bidding. The clauses contained in the DTCN from part and parcel of the Agreement and also binding upon the bidder.

FORCE MAJEURE

103. Should failure in performance of any part of this deed/ subsequent agreement arises from war, insurrection, restraint imposed by Government, Act of Legislature of other authority, stoppage of hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lock-out or other disorganization of labour or transport, break down of machine, flood, fire, act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground for an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the bidder for any loss incurred by him due to these reasons.
104. The royalty/additional charges/EMF/DMF of materials will be recovered from the work bills as per government latest guidelines, detailed herein below in case of failure of production of proper money receipt from Revenue Department. The rates have been extracted from Orissa Minor Minerals Concession Rules 2004. Any amendment / modification on the following rates shall prevail.

MATERIALS	RATE (In Rupees)	UNIT
1. Sand filling	35.00	Each Cum
2. Hard fine	70.00	Each Cum
3. Hard granite metal I.R.C. Gr. II	130.00	Each Cum
4. Hard granite metal I.R.C. Gr. III	130.00	Each Cum
5. Hard stone metal	130.00	Each Cum
6. Hard stone boulder	130.00	Each Cum
7. Hard granite boulder	130.00	Each Cum
8. Moorum	35.00	Each Cum
9. Hard granite chips	130.00	Each Cum

105. The authority competent to accept the bid reserves the right of accepting the bid for the whole work for a distinct part of it or distributing the work between one more bidders.
106. For the purpose of jurisdiction in the event of any dispute the contract would be deemed to have been entered into within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.

107. The Department reserves the right to verify all statements/credentials furnished along with the bid and to inspect the bidder's establishment/workshop so as to evaluate the bidder's capacity to execute the work and also reserves the right to defer/reject/accept any or all the Bids without assigning any reason whatsoever. The Department shall in no way be held liable for such action nor will make any obligation to inform the bidder the ground for the same.

108. IMPLEMENTATION OF THE BUILDING AND OTHER CONSTN. WORKERS (R.E. & CS) ACT 1996 AND THE BUILDING AND OTHER CONSTN. WORKERS WELAFARE CESS ACT 1996.

- a) The Government of India in the Ministry of Labour & Employment has enacted the building and other constn. Workers (Regulation of Employment and Conditions of Service) Act, 1996 with the objective of regulating the Employment and Conditions of Service of the Building and other constn. Workers and to provide their safety, health and welfare measures. The Government of Orissa with a view to enforce the provisions of the Building and Other constn. Workers (Regulation of Employment and Conditions of Service) Act, 1996 have formulated rules namely the Orissa Building and other Constn. Workers (Regulation of Employment and conditions of service) Rules 2002 and this has been published in the Orissa Gazette vide Government Notification No. 9174-LE dt. 02.08.2002.
- b) In accordance with the provision under section 3(1) of the Building and other construction workers welfare cess Act, 1996, the State Government have been pleased to order for collection of cess @ 1% of the cost of construction incurred by and employer & builder which shall exclude the cost of land and any other compensation paid or payable to a worker or his kin under the workman compensation Act 1923.
- c) In the light the decision taken by the Government to enforce the provision of the building and other constn, workers welfare cess 1996 it is ordered that :-

All Government Departments, Public sector undertakings and other Government Departmental agencies/bodies carrying out any buildings or other construction works which are covered under section 2(1)(d) of the Building and other construction workers (RE & CS) Act, 1996 shall pay 1% of the amount of the cost approved as per the tender notification. This amount will be deducted from the bill at the time of marking payment to the contractors and such amount shall be remitted by way of account payee cheque in favour of the Orissa Building and other construction workers Welfare Board within 30 days making payment along with a forwarding letter addressed to the Secretary-cum-Chief Executive Officer, the Orissa Building and other Construction workers Welfare Board, Office of the Labour Commissioner, Orissa, Bhubaneswar.

109. QUALITY CONTROL AND MONITORING UNDER DOWR.

The quality Control, Monitoring & Assessment works shall be carry out in accordance with the guidelines contained in the codes and publications of the B.I.S. (Appended) on different subjects read with relevant provisions of any technical manual issued by the department from time to time on the subject of standards and quality of different items of work. The Quality Control and Monitoring Organizations in DOWR is proposed to be a 2 tier one as described below.

Quality Control, Monitoring and Assurance by Implementing Agency (IA) & Project Implementing Unit (PIU)

I.A. is the contractor executing the work.

P.I.U. covers the field Executive Engineer, E.E. Quantity Control Division of the Project, CRO, Quality Control Division for territorial field works.

II. State Quality Monitoring cell (SQMC)

Engineer-in-Chief, (P & D) shall be the Chairman of SQMC. The following may be the member of the Cell.

- i) C.E., Designs & Research (to be renamed as C.E., Designs, Research & Quality Control - Member
- ii) C.E., Minor Irrigation - Member.
- iii) Director, Research (to be renamed as Director, Research & Quality Control - Nodal Officer.

SQMC with the held of experts from the following fields will go ahead with the mission.

- a) Retired Engineers of the State Government.
- b) Retired Experts from Govt. Engineering Colleges.

A panel of experts is to be formed and approved by the Government. Their service will be utilized as and when required on day-to-day basis by the Director, Research and Quality Control the nodal officer of the Cell.

- I. a. Quality Control & Assurance by the Implementing Agency (Contractor)

It shall be the prime responsibility of the implementing Agency (the contractor) to ensure the quality of the materials to be used, quality of works to be executed as well as the quality of the finished products as per the specification.

The I.A. (for works costing Rs. 10.00 lakhs and above shall set up a field QC laboratory and appoint qualified personnel for testing of samples.

The I.A. will be responsible for safety in construction, which includes watching lightning insurance, health and environmental protection.

The I.A. shall produce test results/test certificate of the materials used in the works and test results of concrete and of the finished products as specified. The test results/certificates are to be scrutinized by the E.E. before clearing the bills.

The I.A. shall take up the quality control tests i.e. tests for fine aggregate/course aggregate etc. in the approved laboratory of his own cost & produce the test results.

In case of any doubt or in absence of the test certificate for the quality of materials, the Engineer-in-charge of the work may take up the test at Laboratories of either Central Govt./State Govt./ PSUs/Govt. Institutes or pre GST firms located nearby. The pre GST Firms are to be approved by the Government for various works. The expense of tests are to be borne by the I.A.

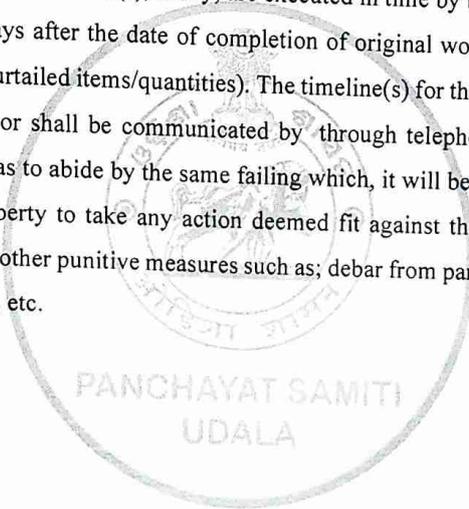
The work bills may be passed and paid if the quality criteria are full satisfied.

SPECIAL CONDITIONS OF THE DTCN/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/executed/drawn between & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by or due to finalization of land/alignment disputes, if any, or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force Majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/utterly or written defiance to achieve required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work, as applicable, through any other mode, as deemed fit by and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by .BDO Udala also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding the work and/or the conditions/instructions associated with the work.
4. The decision of Block Development Officer, Udala regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Block Development Officer, Udala, is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor @1/2% per day of delay of the value of work lying unfinished subject to a maximum 10% of the agreement amount.



5. The EIC /BDO Udala reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of and in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to .
6. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by .
7. (a) Performance Security/Security Deposit (SD) to be retained/withheld @5% of each Running Account Bill.
(b) This SD along with EMD & ISD shall be retained as an indicative safeguard towards the interest of to ensure that, defect rectification work(s), if any, are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by through telephone/physically/e-mail/letter by post and the contractor has to abide by the same failing which, it will be treated as a breach of contract and hence, will be at liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in tenders, blocking of DSC of the contractor, etc.



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ANNEXURE - 'A'

DESCRIPTION OF WORK PUT TO BID

Amount in Rupees.

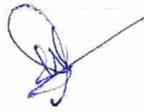
Sl. No.	Name of the Work	Value of work.	Addl. Place of sale & receipt.	Security deposit	Cost of bid document + GST @ 18%	Period of Completion	Class of bidder entitled for the bid
1	2	3	4	5	6	7	8

ANNEXURE - 'B'

Undertaking to pay minimum wages to the labourers.
(Refer clause 44,45 read with clause 97 of DTCN.)

I undertake to pay minimum wages per day as admissible to the labourers engaged by me. In case the Block Development Officer is satisfied that the minimum wages confirming to the Minimum Wages Act have not been paid, the differential amount, of which the decision of the Block Development Officer, Udala shall be final, conclusive and binding upon me, shall also become deductible from the bill(s) that has / have become due or may become due to me, for payment to the labourers who were under paid, in such manner as he B.D.O. may deem proper. The disbursement of minimum wages to the labourers means and includes the payment in shape of Cash / Food grain or both on proper acknowledgement in the Muster Rolls maintained by me. I further undertake to be accountable to the Department in accordance with the text of Clause 87 of DTCN in the event of works taken up under food for Programme work.

Signature of the Bidder



ANNEXURE – 'C'
PERFORMANCE RECORD OF CONTRACTOR
(refer Clause 54 of D.T.C.N.)

1. Name of the Contractor:
2. Registration No. and Date:
3. Class of Contractor :
4. Licencing Authority:
5. Licence valid upto :
6. Details of work executed:

Sl. No.	Jobs under execution	Agreement amount	Date of commencement	Stipulated/ actual date of completion	Whether work is progressing as per programme (Percentage of progress)	Reasons for delay if any	Amount compensation levied for delayed completion if any.
1	2	3	4	5	6	7	8

7. Whether the contractor has deployed requisite machineries & personnel.
(details of machinery and personnel deployed) :
8. Whether the contractor has employed qualified Engineers during execution of the work(s)
9. Whether the quality of construction is satisfactory:
10. Amount of reduced rate items, if any:
11. Whether the contractor has capability to make good the loss in time:
12. Whether the contractor has abandoned any work in the Last three years, if yes, the details, thereof :
13. Whether the contractor has entered into any litigation In the past if yes, the details thereof :
14. Comments on the capabilities of the contractor.
 - (i) Technical Proficiency.
 - (ii) Financial soundness
 - (iii) Mobilization of adequate T&P
 - (iv) Mobilization of man power
 - (v) General behavior.

Name of the Certifying Officer
With Official Seal.

Signature of the Bidder.

ANNEXURE - 'D'
Certificate of no relationship as per Clause 55 of DTCN.

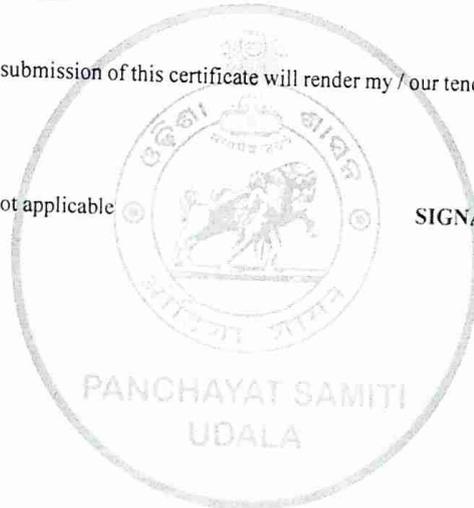
AFFIDAVIT
(NO RELATIONSHIP)

I/We hereby certify that I/We* am/are* ~~related/not related~~ to any officer of of the rank of Assistant Engineer & above and any officer of the rank of Assistant Engineer/Under Secretary and above of the Urban Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER



A handwritten signature in blue ink, located at the bottom center of the page, below the official stamp.

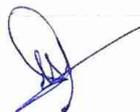
ANNEXURE-E

AFFIDAVIT

(Applicable for All Bidders)

1. I, Sri/Smt/Ms....., Son/Daughter/Wife of....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,.....”(Strike out whichever is **not applicable**) that, I/we am/are validly registered asClass Contractor under Govt. of Odisha.
 2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organization including and I/we have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
 3. I/We hereby authorize and request any bank, person, firm or organization to furnish information to as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/We also authorize to refer, peruse, consider & correlate my/our documents submitted in connection with other tenders of (if any) and I/we have no objection if such documents either in whole or part are perused, referred and considered.
 4. The undersigned undertake to submit further information/ documents as may be requested for/required by in connection with this tender within the stipulated period to be intimated by either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/we will have no claim against such decision of
 5. My/our present address for correspondence isand my/our Telephone Contact number is.....and e-mail ID for correspondence is..... I/We shall promptly and voluntarily intimate the Tender Inviting Officer about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
 6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, “.....” invited by vide Bid Reference No. are true and correct.
- (*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER



ANNEXURE-F

AFFIDAVIT

(Applicable for SC/ST Bidders)

1. I, Sri/Smt/Ms....., Son/Daughter/Wife of....., hereby declare that;
 - a. I am a registered..... Class ST/SC Contactor under Govt. of Odisha
 - or
 - b. The Partnership Firm/Private Ltd. Company named/titled, as "....." is a registered SC/ST Contractor under Govt. of Odisha within the ambit specified in Works Department Resolution No.27748 dt.11.10.77 and I, Sri/Smt/Ms....., Son/Daughter/Wife of....., is the authorized signatory on behalf of the Firm/Company (scanned authorization copy with my signature duly certified and attested/identified has been submitted on-line with our tender).
- [Tick (a) or (b) above whichever is applicable and fill up accordingly.]**
2. As per Works Department, Govt. of Odisha Resolution No.27748 dt.11.10.77, I/My Firm am/is entitled for exemption of 50% EMD & ISD and accordingly, I/My Firm have/has submitted tender for the work.
 3. I/My Firm hereby submit willingness to avail price preference as ST/SC category Civil Contractor as entitled in the aforesaid resolution.
 4. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of DTCN in support of my/our aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my/our tender for the aforesaid work.
 5. In addition to those, other documents and original(s), as required by Block Development Officer, Udala, to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of Block Development Officer, Udala, through telephone/letter/e-mail failing which my/our tender shall be liable for rejection.

(*) - Strike out which is not applicable

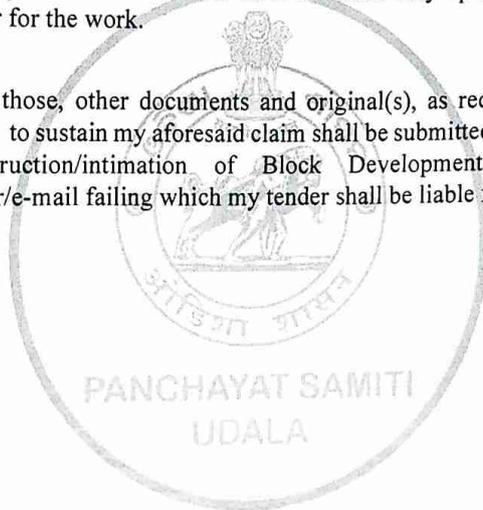
SIGNATURE OF THE BIDDER

ANNEXURE-G

AFFIDAVIT

(Applicable for Contractors with Physical Disabilities)

1. I, Sri/Smt/Ms.....,Son/Daughter/Wife of....., hereby declare that I am a registeredClass Contactor with Physical Disabilities within the ambit prescribed in Works Department, Odisha-Resolution No.23934 dt.8.11.91.
2. As per the said Resolution, I am entitled for exemption of EMD & ISD and accordingly, I have submitted tender for the work.
3. Necessary documentary evidence(s) as prescribed in the Tender Notice at * and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I, DTCN Part-I in support of my aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my tender for the work.
4. In addition to those, other documents and original(s), as required by Block Development Officer, Udala, to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of Block Development Officer, Udala, through telephone/letter/e-mail failing which my tender shall be liable for rejection.



SIGNATURE OF THE BIDDER

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AFFIDAVIT

(Applicable for the Bidders not registered under EPF)

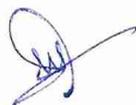
I, Sri/Smt/Ms....., hereby declare
as the Contractor/as the authorized signatory on behalf of the Contractor,"
"~~Strike out whichever is~~
~~not Applicable~~) do hereby solemnly affirm and state as follows.

1. That as on date, I/we am/are not registered with RPFC (Regional Provident Fund Commission), and solemnly affirm that, I/we shall follow the "Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes", made thereunder, in case this work is awarded to me/us.
2. That I/we shall submit, after execution of work and before payment of any bill, the detail list of labours, such as,
(i) Name :
(ii) Father's Name :
(iii) Place of Permanent Residence:
(iv) Statement of wages paid to them till the completion of the work

That, authority will be at liberty to deduct 26% of the labour component amount of the contract & shall retain it as an **additional security** with.

3. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by without any interest subject to fulfilment of other compliances / conditions.
4. That, this affidavit is required to be produced before the authority of for tender purpose.
That the facts stated above are true to the best of my/our knowledge. (*) - Strike
out which is not applicable

SIGNATURE OF THE BIDDER



AFFIDAVIT

(Applicable for Engineer Contractors Intending to Avail Exemption of EMD & ISD as per OPWD Code)

- 1) I, Sri/Smt/Ms....., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,””(Strike out whichever isnot applicable) do hereby solemnly affirm and state as follows.
- 2) That, I/we am/are a registered..... Class Engineer Contractor.
- 3) That, I/we herewith claim exemption of EMD during the year for participation in the tender for this work.
- 4) That, I/we have not exhausted the facility available to me/us an Engineer Contractor during the year for exemption of EMD & ISD as per Works Deptt. Guideline & OPWD Code.
- 5) That, I/we shall ensure production of my/our valid Original Contractor’s Registration Certificate (license) after or during opening of bids (as per direction of Block Development Officer, Udala) for the above work for verification and also for subsequent entry of exemption of EMD and ISD (if selected as the contractor for this work and availed the exemption of EMD and ISD in my/our license as per direction of Block Development Officer, Udala, within such time as directed by him failing which action, as decided by , may be taken against me/us and appropriate steps may be taken by to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

SIGNATURE OF THE BIDDER



ANNEXURE-J

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter Head)

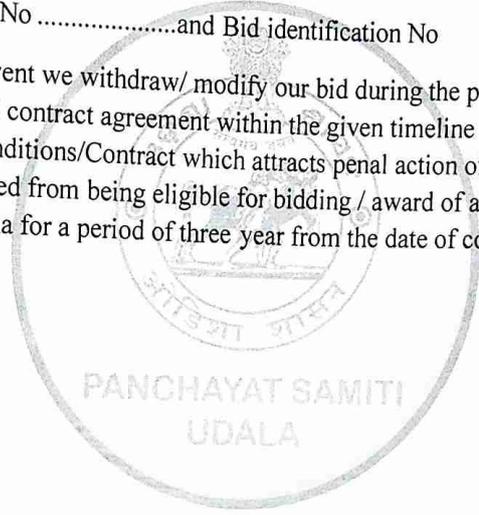
I/We, the authorized signatory of

M/s.....

..... "Vide e-

Procurement Notice Noand Bid identification No do hereby declare:-

That in the event we withdraw/ modify our bid during the period of validity Or I/We fail to execute formal contract agreement within the given timeline Or I/We commit any breach of Tender Conditions/Contract which attracts penal action of forfeiture of EMD and I/We will be suspended from being eligible for bidding / award of all future contract(s) of Government of Odisha for a period of three year from the date of committing such breach.



SIGNATURE AND SEAL OF AUTHORIZED SIGNATORY OF BIDDER

NAME OF AUTHORIZED SIGNATORY.....

COMPANY NAME.....

A handwritten signature in blue ink, consisting of a stylized, cursive script.

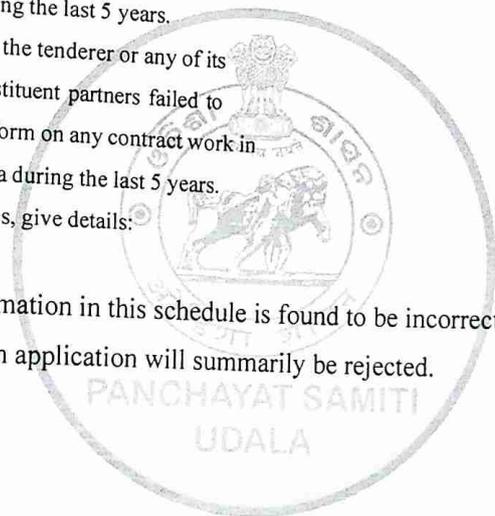
ANNEXURE-K

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER
OR ABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. Yes / No
3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No
- b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.



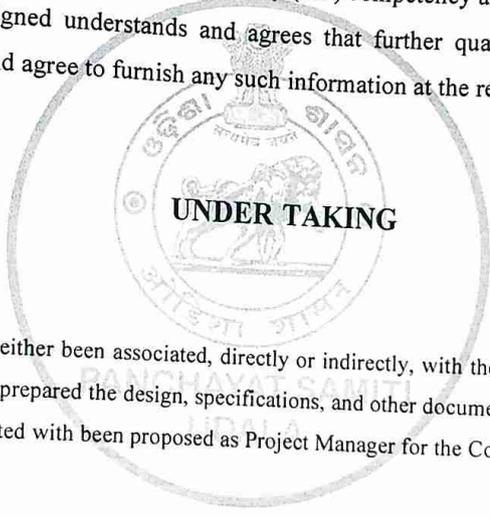
Signature of Bidder

A handwritten signature in blue ink, located at the bottom center of the page, below the 'Signature of Bidder' text.

ANNEXURE-L

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / Individuals, nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.



This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Bidder.

Date:-

- Note:
- i. Strike out whichever is not applicable
 - ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

A handwritten signature in blue ink, consisting of a stylized, cursive script.

INSTRUCTIONS TO BIDDER

- 1 Only "percentage quoted bid" of the bidder shall be considered.
- 2 Percentage quoted by the bidder shall be accurately filled in words and figure.
- 3 If any discrepancy is found between words and figure, rate quoted in words shall be taken as correct.
- 4 If any discrepancy is found in the percentage quoted in "percentage excess or less" and "Total amount quoted by the bidder" than the percentage shall be taken as accordingly the bid price shall be corrected which would be binding upon the bidder.
- 5 If the bidder quoted the percentage without mentioning excess or less and not supported with corresponding amount will be treated as excess.
- 6 The bidder shall write the percentage in excess or less up to one decimal point only. If the bidder writes the percentage up to two or more decimal point 1st decimal point shall only be considered without rounding off.
- 7 Where is the bidder omitted to quote the percentage either in words or figure the officer opening the bid should record the omission and the bid will be rejected.

Number of over writings :
Number of corrections :
Number of omissions :
EMD :
GST :
PAN CARD :
NRC :
Affidavit :
Labour License :



Sold on Payment of Rs.....Rupees..... only in
shape of D.D. bearing no.....dt..... including GST @18.00%
towards cost of tender paper vide M/R No..... Dt.....

PERCENTAGE - BOQ

**NAME OF THE WORK- CONSTRUCTION OF ADDL. CLASS ROOM BUILDING BUILDING OF GOVT. PRIMERY SCHOOL AT-DALIMUNDI
IN RADHO G.P. UNDER UDALA BLOCK.**

PRICE SCHEDULE

(This BOQ template must not be modified / replaced by the Bidder and the same should be uploaded after filling the relevant columns else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and Values only)

Sl.No	Description of Items	Qty	Unit	Estimated Rate	Amount without Taxes	Total Amount in Word.
1-	Earth work in excavation of foundation trenches and column foundation and pits in all kind of soil within the hard soil or gravelly soil within the initial lead of 50 mtr and lift of 1.50 mtr including rough dressing and breaking clods to maximum 5 cm to 7 cm in size and laying in layers not exceeding 0.30 m in depth as per direction of the Engr.-in-charge.	52.91	Cum	270.90	14333.78	(Rupees Forteen thousand Three hundred Thirtythree & Paise Seventy eight) only
2-	Filling foundation and trenches and plinth with sand well watered and compacted with appropriate mechanical compactor top surface dressed and levelled to proper gradient including cost of all materials, labours, sundries, T&P all taxes,royalties loading and unloading etc complete as per direction of the Engr.-in-charge.	70.59	Cum	1054.89	74460.98	(Rupees Seventyfour thousand four hundred Sixty & Paise Ninetyeight) only
3-	Providing and laying plain concrete(1:4:8) nominal grade mix using PSC in foundation and bottom layers of flooring and below pile cap etc using 40 mm size downgradees Hard Crusher Broken Granite aggregate of approved quality from approved quarry including weigh batching Mixing in appropriate mechanical mixers ,lowering ,laying and compacting to proper level including curing and including cost of all materials, labours, sundries, T&P all taxes,royalties loading and unloading etc complete as per direction of the Engr.-in-charge.	20.60	Cum	6318.78	130155.17	(Rupees One lakh Thirty thousand One hundred Fiftyfive & Paise Seventeen) only
4-	RCC work of M-20 grade with 20 mm and down grade black hard granite (crusher broken) stone chips including hoisting and laying with cost, carriage and royalty of all materials etc complete with Centering and shuttering as per direction of the Engineer-in-charge.					
	i- Foundation- (Base)	10.26	Cum	7253.16	74417.38	(Rupees Seventyfour thousand four hundred Seventeen & Paise Thirtyeight) only
	ii-RCC plinth Beam	3.61	Cum	8119.44	29345.67	(Rupees Twentynine thousand Three hundred Fortyfive & Paise Sixtyseven) only
	iii- Column	3.73	Cum	18685.81	69721.42	(Rupees Sixtynine thousand Seven hundred Twentyone & Paise Fortytwo) only
	iv- Lintel & Window sill	1.38	Cum	14866.13	20481.81	(Rupees Twenty thousand Four hundred Eightyone & Paise Eightyone) only

	v- RCC Roof Beam	4.26	Cum	18685.81	79568.84	(Rupees Seventynine thousand Five hundred Sixtyeight & Paise Eightyfour) only
	vi-RCC Roof Slab/ Chhajja/Kitchen slab	11.12	Cum	14359.12	159671.83	(Rupees One lakh Fiftynine thousand Six hundred Seventyone & Paise Eightythree) only
5-	Supplying Reinforcement of required diameter and approved quality for the RCC items with reinforcement for concrete work shall be Fe 500 conforming to IS 1786 and strictly to the latest Indian Standards including straightening, cutting to sizes, bending and binding the grills, lifting and placing in position as per design complete including cost of bars, binding wires for binding reinforcement which shall be soft & of annealed mild steel of 16 SWG and shall conform to IS 280, all labour, sundries, T&P and scaffolding (linear measurement of reinforcement only will be taken and quantity will be calculated on standard weight) for all heights etc complete as per direction of the Engineer-in-charge as per approved specification					
	A- Ground Floor (Steel Requirement)	33.77	Qntl	8702.49	293903.31	(Rupees Two lakh Ninetythree thousand Nine hundred Three & Paise Thirtyone) only
6-	Brick work with Flyash Bricks 25 cm x 12cm x 8cm size having crushing strength not less than 75kg/cm ² with dimensional tolerance* 8 percent in cement mortar (1 : 6) with portland slag cement (PSC) immersing the bricks for minimum 6 hours in water before use with necessary projections, splays, cutting circular moulding, corbelling etc. including cost ,conveyance ,taxes,royalties,loading and unloading of all materials and all labour for scaffolding, watering and curing, sundries,T&P etc complete as per direction of the Engr.-in-charge.					
	A- F & P	10.34	Cum	5676.61	58700.22	(Rupees Fiftyeight thousand Seven hundred & Paise Twentytwo) only
	B- Super Structure.	19.65	Cum	5709.94	112204.60	(Rupees One lakh Twelve thousand Two hundred Four & Paise Sixty) only
7-	Providing 6 mm thick Cement Plaster with Cement Mortar (1:4) using portland slag cement (IS-455) to RCC surfaces finished smooth including closed deep chipping and slurry treatment as per direction of the Engineer-in- charge including cost of all materials ,conveyance ,loading ,unloading ,all taxes and royalties, all labour for scaffolding ,watering and curing,sundries and T&P etc.complete as per approved specification.					
	A- Ground Floor	110.33	Sqm	213.67	23573.65	(Rupees Twentythree thousand Five hundred Seventythree & Paise sixtyfive) only

8-	Providing 12 mm thick Cement Plaster with Cement Mortar (1:6) using portland slag cement (IS-455) to Out side surface of Brick masonry walls including raking out joints to a depth of 12 mm. scarping and cleaning the surface and finishing the plastered surface smooth to proper plumbs and level as per direction of the Engineer-in- charge including cost of all materials ,conveyance ,loading ,unloading ,all taxes and royalties, all labour for scaffolding ,watering and curing,sundries and T&P etc.complete as per approved specification.	98.11	Sqm	194.02	19034.68	(Rupees Nineteen thousand Thirtyfour & Paise Sixtyeight) only
9-	16 mm thick Cement Plaster with Cement Mortar (1:6) using portland slag cement (IS-455) to in side surface of Brick masonry walls including raking out joints to a depth of 12 mm. scarping and cleaning the surface and finishing the plastered surface smooth to proper plumbs and level as per direction of the Engineer-in- charge including cost of all materials ,conveyance ,loading ,unloading ,all taxes and royalties, all labour for scaffolding ,watering and curing,sundries and T&P etc.complete as per approved specification.	184.92	Sqm	278.12	51429.72	(Rupees Fiftyone thousand Four hundred Twenty-nine & Paise Seventytwo) only
10-	Providing , supplying, fitting & fixing M.S. Iron grills with M.S. gratings in doors,windows, ventilators, cage latrines & opening etc with cost, carriage, taxes of materials ,labour charges etc. as per direction of Engineer-in -charge.	410.76	Kg	110.00	45184.07	(Rupees Fortyfive thousand One hundred Eightyfour & Paise Seven) only
11-	Supplying ,fitting and Fixing of Vetrified tile in floors of size 600mmx 600mm of approved make conforming to IS13755 laid on 20 mm thick cement mortar (1:4) and filling joints with white cement of approved quality including cost of all materials etc.	81.47	Sqm	1150.82	93757.09	(Rupees Ninetythree thousand Seven hundred Fiftyseven & Paise Nine) only
12-	Supplying ,fitting and Fixing of Vetrified tile in dados of size 600mmx 600mm of approved make conforming to IS13755 laid on 12 mm thick cement mortar(1:3) and filling joints with white cement of approved quality including cost of all materials etc.	9.35	Sqm	1725.10	16131.42	(Rupees Sixteen thousand One hundred Thirtyone & Paise Fortytwo) only
13-	Supplying ,fitting and Fixing of chequered tile in floors of size 300mmx 300mm of approved make laid on 25 mm thick cement mortar (1:1) and filling joints with neat cement slurry including cost, carriage ,royalty of all materials and rubbing polishing etc complete	3.00	Sqm	1076.12	3228.37	(Rupees Three thousand Two hundred Twentyeight & Paise Thirtyseven) only
14-	Finishing wall surface with Acrylic wall putty (Water based) of approved make and finished smooth and even surface to receive painting includingcost of scaffolding staging charges with cost of all materials taxes , labour T & P etc complete.	226.65	Sqm	91.41	20718.18	(Rupees Twenty thousand Seven hundred Eighteen & Paise Eighteen) only

14-	Painting Doors and Windows two coats with any approved paint on new wood/iron work including cost of enamel paint over a coat of primer.	31.14	Sqm	264.14	8225.33	(Rupees Eight thousand Two hundred Twentyfive & Paise Thirtythree) only
15-	Primering 1 coat with any approved primer including cost of primer & labour all complete.	384.00	Sqm	79.67	30594.02	(Rupees Thirty thousand Five hundred Ninetyfour & Paise Two) only
16-	Wall painting two coats with weather seal coat paint of approved shade on new work to give an even shade including cost of paint and labour etc all complete.	157.35	Sqm	116.61	18348.15	(Rupees Eighteen thousand Three hundred Fortyeight & Paise Fifteen) only
17-	Wall painting two coats with Plastic emulsion paint of approved shade on new work to give an even shade including all cost of materials, labours and T & P.	226.65	Sqm	107.56	24378.35	(Rupees Twentyfour thousand Three hundred Seventyeight & Paise Thirtyfive) only
18-	Supplying, fitting and fixing of stainless steel of 304 grade in hand railing using 50 mm dia of 2 mm thick circular pipe with Balustrade of size 32 mm x 32 mm x 2 mm @ 0.90 mtr C/C and stainless square pipe bracing of size 32 mm x 32 mm x 2 mm in 3 rows in stair case as per approved design and specification, buffing, polishing etc with cost, conveyance, taxes of all materials, labour, T & P etc. required for complete in all respect.	5.00	Rmtr	3589.60	17948.00	(Rupees Seventeen thousand Nine hundred Fortyeight) only
19-	Add for installation cost of Display Board, Photographs etc.	L.S.		Rs	4000.00	(Rupees Four thousand) only
	Total in figures			Rs	1493516.04	
	Quoted rate in figure (Excess / Less %)			Rs	1493516.00	(Rupees Forteen lakhs Ninetythree thousand Five hundred Sixteen)only
	Quoted rate in Words					

Signature of the Contractor

Signature of the Block Development Officer
Udala.