

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", 'D' & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contract
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoga	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoga to Sunakani village under Jharagoga G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhoh village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"B"
12	Reamal	Const. of road from Sindurkhoh to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"C" "B"
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	"C" "B"
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	"C" "B"

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked "COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET".
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

(Contd...P/3)

6. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour of the officers specified in Col.No.7 of the above table (for respective works). The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper, failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.


Project Director, DRDA
Deogarh.

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.


Project Director, DRDA
Deogarh.

(Contd..P/5)

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.


Project Director, DRDA
Deogarh.

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.


Project Director, DRDA
Deogarh.

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.


Project Director, DRDA
Deogarh.

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .


Project Director, DRDA
Deogarh.

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.


Project Director, DRDA
Deogarh.



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GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DW DEPARTMENT
OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from Sirigida to
Dahipal under Rambhei G.P.”**

Project Director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Sirigida to Dahipal village under Rambhei
G.P. of Barkote Block”.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	401.49	182.9	73,432.52	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads,lifts,de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	46.50	314.70	14,633.55	
3	Cement plum concrete in CM(1:3:6) with 40mm hard crusher broken granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	541.74	3,814.50	20,66,467.23	
4	Cement concrete in CM(1:2:4) with 12mm and downgraded size hard crusher broken chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	10.18	5001.60	50,916.28	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	54.80	5249.10	2,83,451.40	
6	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge.	1 Qtl.	47.64	7124.80	3,39,387.36	

7	Regid & smooth ,centering and shuttering of R.C.C works including false work and dis-mentatling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm	1202.62 129.96	101.70 380.70	1,22,306.45 49,475.77	
Total Rs.					30,00,070.56	
or Say Rs.					30,00,000.00	
(Rupees thirty lakh)only.						

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

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13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
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- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

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12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
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 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
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22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392

Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from
Maghamunda to Gundiapali under
Gundiapali G.P.”**

Project Director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Maghamunda to Gundiapali village under
Gundiapali G.P. of Reamal Block”.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	279.85	182.90	51,184.56	
2	Cement plum concrete in CM(1:3:6) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	170.66	4204.70	7,17,574.10	
3	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	165.53	5651.89	9,35,557.35	
4	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification as per direction of Engineer-in-charge.	1 Qtl.	159.00	7128.90	11,33,459.10	
5	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismentatling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-					

	in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm	185.75	100.39	18,446.66	
		1 Sqm	363.84	380.99	1,38,619.40	
6	Cost of Transparency Pillars (to be paid in actual on voucher).				5,122.83	
					Total Rs.	30,00,000.00
					or Say Rs.	30,00,000.00
(Rupees Thirty lakh)only.						

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagogua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagogua to Sunakani village under Jharagogua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhoh village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage **as (+) % or (-) % on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from Sindurkhol
to Purunapani under Lulang G.P.”**

Project Director, DRDA,
Deogarh.

Contents

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Sindurkhol to Purunapani village under
Lulang G.P. of Reamal Block”.

Sl.No	Description of the Items	Unit	Quantity (in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	245.87	182.90	44,969.62	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	183.68	551.55	1,01,308.70	
3	Excavation of earth work in hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	1072.00	159.00	1,70,448.00	
4	Cement plum concrete in CM(1:3:6) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	123.99	4236.56	5,25,291.07	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	160.04	5618.42	8,99,171.93	
6	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification as per direction of Engineer-in-charge.	1 Qtl.	155.70	7143.50	11,12,242.95	

7	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismentatling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm	117.12 348.57	100.39 380.99	11,757.67 1,32,915.98	
8	Cost of Transparency Pillars (to be paid in actual on voucher).				1900.00	

Total Rs.	30,00,005.92
or Say Rs.	30,00,000.00

(Rupees thirty lakh)only.

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhhol village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website **www.deogarh.nic.in**
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392

Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.

66. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

67. The GST will be deducted from the work bill as per applicable.

68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

72. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19
- (b) Furnishing of additional performance security, if any as per Clause No.23.
- (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
- (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II

73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from Mahasindhu
to Andharikhhol under Nuadihi G.P.”**

Project Director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Mahasindhu to Andharikhol village under Nuadihi G.P. of Reamal Block”.

Sl.No	Description of the Items	Unit	Quantity (in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	453.23	182.90	82,895.76	
2	Cement plum concrete in CM(1:3:6) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	564.96	4204.70	23,75,487.30	
3	Cement concrete in CM(1:2:4) with 12mm and downgraded size hard crusher broken chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	1.35	6019.86	8,126.80	
4	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	36.00	5651.89	2,03,468.04	
5	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification as per direction of Engineer-in-charge.	1 Qtl.	28.11	7128.90	2,00,393.37	
6	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-					

	in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm	792.48 131.60	100.39 380.99	79,517.44 50,138.28	
		1 Sqm				
Total Rs.					30,00,026.00	
or Say Rs.					30,00,000.00	
(Rupees Thirty lakh)only.						

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"
11	Reamal	Const. of road from Mahasindhu to	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"C" & "B"

		Andharikhhol village under Nuadihi G.P.						
12	Reamal	Const. of road from Sindurkhhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

1. **Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
2. **Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
3. **Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
4. **Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
5. **Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website **www.deogarh.nic.in**
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.
 When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her

for the work.

30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.

31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.

32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.

33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.

34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.

35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.

36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).

37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.

- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**

39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.

40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.

41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation

- of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
 43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
 44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
 45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
 46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
 47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
 48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
 49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises left neat and clean and this should be inclusive of the rates.
 50. The contractor should at his/her own cost arrange necessary tools and plants required for

- the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer- in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.

66. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

67. The GST will be deducted from the work bill as per applicable.

68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

72. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19
- (b) Furnishing of additional performance security, if any as per Clause No.23.
- (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
- (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II

73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the

tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

SI No.	Documents	Submitted	Page No.	Issuing authority
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I M/Sclass
 Contractor here by quoted my rate at.....% Less /
 Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

**BLOCK DEVELOPMENT OFFICER,
 TILEIBANI.**

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

CHECK LIST

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



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GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from Jharagogua
to Sunakani under Jharagogua GP”**

Project Director, DRDA,
Deogarh.

Contents

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Jharagogua to Sunakani village under Jharagogua G.P. of Tileibani Block”.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in all kinds of Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	261.00	182.90	47,736.90	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads,lifts,de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	33.34	314.70	10,492.00	
3	Cement plum concrete in CM(1:3:6) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	309.12	4715.50	14,57,655.36	
4	Cement concrete in CM(1:2:4) with 12mm and downgraded size hard crusher broken chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	6.57	6023.50	39,574.39	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	28.44	5681.10	1,61,570.48	
6	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge.	1 Qtl.	24.16	7193.37	1,73,791.81	

7	Regid & smooth ,centering and shuttering of R.C.C works including false work and dis-mentatling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm	865.72 58.44	100.40 380.98	86,918.28 22,264.47	
Total Rs.					20,00,003.78	
or Say Rs.					20,00,000.00	
(Rupees Twenty lakh)only.						

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"
11	Reamal	Const. of road from Mahasindhu to	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"C" & "B"

		Andharikhhol village under Nuadihi G.P.						
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

- When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
 8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
 9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
 10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
 11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
 12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
 13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
 14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
 15. Conditional tender will be summarily rejected.
 16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
 17. GST as applicable will be deducted from the work bill.
 18. The joint venture consortium agreement is not allowed to participate in this tender.
 19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.

66. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

67. The GST will be deducted from the work bill as per applicable.

68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

72. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19
- (b) Furnishing of additional performance security, if any as per Clause No.23.
- (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
- (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II

73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DW DEPARTMENT
OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from Hiran to
Baliyam village under Kansar G.P.”**

Project Director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Hiran to Balam village under Kansar G.P. of Tileibani Block”.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in stoney Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	154.08	263.10	40,538.44	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	13.86	452.00	6,264.72	
3	Cement plum concrete in CM(1:3:6) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	163.16	5145.50	8,39,539.78	
4	Cement concrete in CM(1:2:4) with 12mm and downgraded size hard crusher broken chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	3.15	6426.70	20,244.10	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	10.53	6041.10	63,612.78	
6	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge.	1 Qtl.	9.48	7193.37	68,193.14	
7	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm	187.20 26.16	100.40 380.98	18,794.88 9,966.43	

08	Earth work in hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	180.00	182.90	32,922.00	
Total Rs.					11,00,076.27	
or Say Rs.					11,00,000.00	

(Rupees Eleven lakh)only.

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"
11	Reamal	Const. of road from Mahasindhu to	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"C" & "B"

		Andharikhhol village under Nuadihi G.P.						
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

1. **Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
2. **Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
3. **Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
4. **Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
5. **Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

- When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
 8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
 9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
 10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
 11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
 12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
 13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
 14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
 15. Conditional tender will be summarily rejected.
 16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
 17. GST as applicable will be deducted from the work bill.
 18. The joint venture consortium agreement is not allowed to participate in this tender.
 19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.
 - c. Photo Copy of the existing labour license.

- d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392

Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DW DEPARTMENT
OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of road from Sado to
Argen”**

Project Director, DRDA,
Deogarh.

Contents

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TENDER SCHEDULE

Bill of Quantities

Name of the Work “ Const. of road from Sado to Argen village under Sado G.P. of Tileibani Block”.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in all kinds of Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	128.10	182.90	23,429.49	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads,lifts,de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	15.56	452.80	7033.12	
3	Cement plum concrete in CM(1:3:6) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	141.76	5145.50	7,29,426.08	
4	Cement concrete in CM(1:2:4) with 12mm and downgraded size hard crusher broken chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	3.24	6426.70	20,822.50	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	14.22	6041.10	85,904.44	
6	Supply, Straightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge.	1 Qtl.	12.08	7193.37	86,895.90	
7	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismentatling then after casting including cost of					

materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm	352.84	100.40	35,425.13	
	1 Sqm	29.22	380.98	11,132.23	
Total Rs.				10,00,068.85	
or Say Rs.				10,00,000.00	

(Rupees Ten lakh)only.

The Rate quoted by me is _____% (excess/less) than the
estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"
11	Reamal	Const. of road from Mahasindhu to	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"C" & "B"

		Andharikhhol village under Nuadihi G.P.						
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

1. **Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
2. **Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
3. **Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
4. **Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
5. **Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

- When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
 8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
 9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
 10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
 11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
 12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
 13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
 14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
 15. Conditional tender will be summarily rejected.
 16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
 17. GST as applicable will be deducted from the work bill.
 18. The joint venture consortium agreement is not allowed to participate in this tender.
 19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.
 - c. Photo Copy of the existing labour license.

- d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted along with the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
 43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
 44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
 45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
 46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
 47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
 48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
 49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. Residential Quarter for
Executive Officer, Z.P. Deogarh ”**

Project director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work: Const. of Residential Quarter of Executive Officer, Zilla Parishad, Deogarh.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	110.92	143.20	15,883.37	
2	Excavation in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	3157.00	119.30	3,76,630.10	
3	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	52.41	359.10	18,820.43	
4	Cement plum concrete in CM(1:4:8) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	26.24	3,765.30	98,801.47	
5	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Foundation and Plinth work in C.M.(1:6) (B)- Super structure works in C.M.(1:6)	1 cum 1 cum	21.21 39.49	4171.10 4214.00	88,469.00 1,66,410.86	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	42.38	5180.30	2,19,541.10	
7	Supply, Strightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge. (A) Ground floor	1 Qtl.	40.40	7116.52	2,87,507.40	
8	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismentatling then after casting including cost of materials , all leads, lifts, de-lifts and watering and					

	de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-Lintel Works (C)-Beam & Column works (D)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm 1 Sqm 1 Sqm	117.87 36.75 82.05 124.99	101.70 247.20 597.40 380.70	11,987.38 9,084.60 49,016.67 47,583.69	
9	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	255.62	159.20	40,694.70	
10	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	124.27	112.70	14,005.22	
11	20 mm thick Cement plaster with CM(1:6) over stone/brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	26.70	170.20	4,544.34	
12	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	96.13	1068.00	1,02,666.84	
13	Supply, Fitting and Fixing Ceramic Wall Tiles in of size 300mm x 300mm of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	33.90	756.90	25,658.91	
14	Providing fitting, fixing of aluminium door with OEL anodized aluminium door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member 12 mm thick pre-laminated board fixed at door frame by means of tapered clip no 4660 and the frame to be completed by means of jointing angel no 1855 including all cost of labour, T&P, hire charges of drilling machine, labour charges etc including all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	06.45	5735.99	36,997.13	
15	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black	1 Sqm	12.16	3074.41	37,446.31	

	glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.					
17	Providing and fixing pre-casted doors M.S. frame and grills work wrought and put up in grated doors, windows including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Kg	729.75	94.00	68,596.50	
18	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	55.20	19,416.60	
19	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	24.70	8,688.22	
20	Wall painting two coats with plastic emulsion paint of approved shade of approved make on new work including cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	70.70	24,868.72	
21	Painting two coat over one coat of primer with any approved paints to wood/iron works over doors & windows including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 sqm	51.21	150.40	7,701.98	
22	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	150.97	65.90	9,948.92	
Total					17,90,570.46	
or Say					17,90,570.00	

(Rupees seventeen lakh ninety thousand five hundred seventy only)

The Rate quoted by me is _____% (excess/less) than
the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

**Project Director
DRDA, Deogarh.**

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhoh village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.
 - c. Photo Copy of the existing labour license.

- d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.

66. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

67. The GST will be deducted from the work bill as per applicable.

68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

72. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19
- (b) Furnishing of additional performance security, if any as per Clause No.23.
- (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
- (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II

73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DW DEPARTMENT
OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. Residential Quarter for
Addl.P.D.(Admn.) DRDA Deogarh”**

Project Director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work: Const. of Residential Quarter for Addl.P.D.(Admn.) DRDA,
Deogarh.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	102.21	143.20	14,636.47	
3	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	52.41	359.10	18,820.43	
4	Cement plum concrete in CM(1:4:8) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	26.24	3,765.30	98,801.47	
5	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Foundation and Plinth work in C.M.(1:6) (B)- Super structure works in C.M.(1:6)	1 cum 1 cum	21.21 39.49	4171.10 4214.00	88,469.00 1,66,410.86	
6	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	42.38	5180.30	2,19,541.10	
7	Supply, Strightening, Cutting, Welding, Binding, Fitting and placing HYSB bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge. (A) Ground floor	1 Qtl.	38.50	7116.52	2,73,986.02	
8	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for	1 Sqm	117.87	101.70	11,987.38	

	mass concrete (B)-Lintel Works (C)-Beam & Column works (D)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm 1 Sqm	36.75 82.05 124.99	247.20 597.40 380.70	9,084.60 49,016.67 47,583.69	
9	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	255.62	159.20	40,694.70	
10	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	124.27	112.70	14,005.22	
11	20 mm thick Cement plaster with CM(1:6) over stone/brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	26.70	170.20	4,544.34	
12	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	96.13	1068.00	1,02,666.84	
13	Supply, Fitting and Fixing Ceramic Wall Tiles in of size 300mm x 300mm of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	33.90	756.90	25,658.91	
14	Providing fitting, fixing of aluminium door with OEL anodized aluminium door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member 12 mm thick pre-laminated board fixed at door frame by means of tapered clip no 4660 and the frame to be completed by means of jointing angel no 1855 including all cost of labour, T&P, hire charges of drilling machine, labour charges etc including all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	06.45	5735.99	36,997.13	
15	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	12.18	3074.41	37,446.31	

16	Providing and fixing pre-casted doors M.S. frame and grills work wrought and put up in grated doors, windows including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Kg	729.75	94.00	68,596.50	
17	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	55.20	19,416.60	
18	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	24.70	8,688.22	
19	Wall painting two coats over a coat of primer to wood/iron work with plastic emulsion paint of approved shade of approved make on new work including cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	70.70	24,868.72	
20	Painting two coat over one coat of primer with any approved paints over doors & windows including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 sqm	51.21	150.40	7,701.98	
21	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	150.97	65.90	9,948.92	
Total					13,99,572.08	
or Say					13,99,572.00	

(Rupees thirteen lakh ninety nine thousand five hundred seventy two only)

The Rate quoted by me is _____% (excess/less) than
the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

**Project Director
DRDA, Deogarh.**

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagogua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagogua to Sunakani village under Jharagogua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhoh village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.
 - c. Photo Copy of the existing labour license.

- d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
 43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
 44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
 45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
 46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
 47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
 48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
 49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



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GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. Residential Quarter for
Addl.P.D.(Tech.) DRDA Deogarh”**

Project director, DRDA,
Deogarh.

Sl.No	Description of the items	Page No
1	Schedule (Bill of quantity)	3-8
2	Tender cal Notice	9-13
3	Condition of Contract	14-23
4	Check List	24
5	Form D-I & D-II	25

TENDER SCHEDULE

Bill of Quantities

Name of the Work: Const. of Residential Quarter for Addl.P.D.(Tech.) DRDA,
Deogarh.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	102.21	143.20	14,636.47	
3	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	52.41	359.10	18,820.43	
4	Cement plum concrete in CM(1:4:8) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	26.24	3,765.30	98,801.47	
5	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Foundation and Plinth work in C.M.(1:6) (B)- Super structure works in C.M.(1:6)	1 cum 1 cum	21.21 39.49	4171.10 4214.00	88,469.00 1,66,410.86	
6	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	42.38	5180.30	2,19,541.10	
7	Supply, Strightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge. (A) Ground floor	1 Qtl.	38.50	7116.52	2,73,986.02	
8	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-Lintel Works (C)-Beam & Column works	1 Sqm 1 Sqm 1 Sqm	117.87 36.75 82.05	101.70 247.20 597.40	11,987.38 9,084.60 49,016.67	

	(D)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm	124.99	380.70	47,583.69	
9	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	255.62	159.20	40,694.70	
10	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	124.27	112.70	14,005.22	
11	20 mm thick Cement plaster with CM(1:6) over stone/brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	26.70	170.20	4,544.34	
12	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	96.13	1068.00	1,02,666.84	
13	Supply, Fitting and Fixing Ceramic Wall Tiles in of size 300mm x 300mm of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	33.90	756.90	25,658.91	
14	Providing fitting, fixing of aluminium door with OEL anodized aluminium door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member 12 mm thick pre-laminated board fixed at door frame by means of tapered clip no 4660 and the frame to be completed by means of jointing angel no 1855 including all cost of labour, T&P, hire charges of drilling machine, labour charges etc including all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	06.45	5735.99	36,997.13	
15	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	12.18	3074.41	37,446.31	
16	Providing and fixing pre-casted doors M.S. frame and grills work wrought and put up in grated doors, windows including cost of materials all	1 Kg	729.75	94.00	68,596.50	

	Taxes, GST etc in complete as per direction of Engineer-in-charge.					
17	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	55.20	19,416.60	
18	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	24.70	8,688.22	
19	Wall painting two coats over a coat of primer to wood/iron work with plastic emulsion paint of approved shade of approved make on new work including cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	70.70	24,868.72	
20	Painting two coat over one coat of primer with any approved paints over doors & windows including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 sqm	51.21	150.40	7,701.98	
21	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	150.97	65.90	9,948.92	
Total					13,99,572.08	
or Say					13,99,572.00	

(Rupees thirteen lakh ninety nine thousand five hundred seventy two only)

**The Rate quoted by me is _____% (excess/less) than
the estimated cost put to tender for the above work.**

Signature of Contractor

Contractor

**Project Director
DRDA, Deogarh.**

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"
11	Reamal	Const. of road from Mahasindhu to	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	"C" & "B"

		Andharikhhol village under Nuadihi G.P.						
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

1. **Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
2. **Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
3. **Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
4. **Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
5. **Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

- When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
 8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
 9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
 10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
 11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
 12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
 13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
 14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
 15. Conditional tender will be summarily rejected.
 16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
 17. GST as applicable will be deducted from the work bill.
 18. The joint venture consortium agreement is not allowed to participate in this tender.
 19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.
 - c. Photo Copy of the existing labour license.

- d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /
Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

**BLOCK DEVELOPMENT OFFICER,
TILEIBANI.**

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. Residential Quarter for
Addl.P.D.(Finance) DRDA Deogarh”**

Project director, DRDA,
Deogarh.

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TENDER SCHEDULE

Bill of Quantities

Name of the Work: Const. of Residential Quarter for Addl.P.D.(Finance.) DRDA,
Deogarh.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	102.21	143.20	14,636.47	
3	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	52.41	359.10	18,820.43	
4	Cement plum concrete in CM(1:4:8) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	26.24	3,765.30	98,801.47	
5	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Foundation and Plinth work in C.M.(1:6) (B)- Super structure works in C.M.(1:6)	1 cum 1 cum	21.21 39.49	4171.10 4214.00	88,469.00 1,66,410.86	
6	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	42.38	5180.30	2,19,541.10	
7	Supply, Strightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge. (A) Ground floor	1 Qtl.	38.50	7116.52	2,73,986.02	
8	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for	1 Sqm	117.87	101.70	11,987.38	

	mass concrete (B)-Lintel Works (C)-Beam & Column works (D)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm 1 Sqm	36.75 82.05 124.99	247.20 597.40 380.70	9,084.60 49,016.67 47,583.69	
9	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	255.62	159.20	40,694.70	
10	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	124.27	112.70	14,005.22	
11	20 mm thick Cement plaster with CM(1:6) over stone/brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	26.70	170.20	4,544.34	
12	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	96.13	1068.00	1,02,666.84	
13	Supply, Fitting and Fixing Ceramic Wall Tiles in of size 300mm x 300mm of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	33.90	756.90	25,658.91	
14	Providing fitting, fixing of aluminium door with OEL anodized aluminium door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member 12 mm thick pre-laminated board fixed at door frame by means of tapered clip no 4660 and the frame to be completed by means of jointing angel no 1855 including all cost of labour, T&P, hire charges of drilling machine, labour charges etc including all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	06.45	5735.99	36,997.13	
15	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	12.18	3074.41	37,446.31	

16	Providing and fixing pre-casted doors M.S. frame and grills work wrought and put up in grated doors, windows including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Kg	729.75	94.00	68,596.50	
17	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	55.20	19,416.60	
18	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	24.70	8,688.22	
19	Wall painting two coats over a coat of primer to wood/iron work with plastic emulsion paint of approved shade of approved make on new work including cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	351.75	70.70	24,868.72	
20	Painting two coat over one coat of primer with any approved paints over doors & windows including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 sqm	51.21	150.40	7,701.98	
21	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	150.97	65.90	9,948.92	
Total					13,99,572.08	
or Say					13,99,572.00	

(Rupees thirteen lakh ninety nine thousand five hundred seventy two only)

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

**Project Director
DRDA, Deogarh.**

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhhol village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

- When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
 8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
 9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
 10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
 11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
 12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
 13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
 14. Any corrigendum / addendum will be displayed in the website **www.deogarh.nic.in**
 15. Conditional tender will be summarily rejected.
 16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
 17. GST as applicable will be deducted from the work bill.
 18. The joint venture consortium agreement is not allowed to participate in this tender.
 19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.
 - c. Photo Copy of the existing labour license.

- d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage **as (+) % or (-) % on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
**Project Director, DRDA
Deogarh.**

Memo No. 2392 Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.
 When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her

for the work.

30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.

31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.

32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.

33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.

34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.

35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.

36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).

37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.

- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**

39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.

40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.

41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation

- of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for

- the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer- in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.

66. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

67. The GST will be deducted from the work bill as per applicable.

68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

72. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19
- (b) Furnishing of additional performance security, if any as per Clause No.23.
- (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
- (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II

73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the

tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

SI No.	Documents	Submitted	Page No.	Issuing authority
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I M/Sclass
Contractor here by quoted my rate at.....% Less /
Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

**BLOCK DEVELOPMENT OFFICER,
TILEIBANI.**

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

CHECK LIST

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



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GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. of 4 nos. of ‘E’ Type Twin
Staff quarters at Z.P.Colony,
Deogarh”**

Project director, DRDA,
Deogarh.

Contents

Sl.No	Description of the items	Page No
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TENDER SCHEDULE

Bill of Quantities

Name of the Work: Const. Of 4 nos. of "E" Type twin staff quarters at Z.P. Colony, Deogarh.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including rough dressing and braking clods to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	178.56	143.20	25,569.79	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	82.95	359.10	29,787.34	
3	Cement plum concrete in CM(1:4:8) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	35.02	3,765.30	1,31,860.80	
4	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Foundation and Plinth work in C.M.(1:6) (B)- Super structure works in C.M.(1:6)	1 cum 1 cum	48.27 127.94	4171.10 4214.00	2,01,338.99 5,39,139.16	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	84.19	5180.30	4,36,129.45	
6	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge(for 1 st floor work).	1 cum	31.18	5243.30	1,63,486.09	
7	Supply, Strightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge. (A) Ground floor (B) 1 st Floor	1 Qtl. 1 Qtl.	84.19 31.18	7116.52 7133.61	5,99,139.81 2,22,425.95	

8	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-Lintel Works (C)-Beam & Column works (D)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works	1 Sqm 1 Sqm 1 Sqm 1 Sqm	199.86 86.00 247.50 396.34	101.70 247.20 597.40 380.70	20,325.76 21,259.20 1,47,856.50 1,50,886.63	
9	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	1134.24	159.20	1,80,571.00	
10	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A) For Ground floor (B) 1 st floor	1 Sqm 1 Sqm	170.40 214.20	112.70 114.81	19,170.27 24,603.78	
11	20 mm thick Cement plaster with CM(1:6) over stone/brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	32.40	170.20	5,514.48	
12	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	129.27	1068.00	1,38,060.36	
13	Supply, Fitting and Fixing Ceramic Wall Tiles in of size 300mm x 300mm of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	81.27	756.90	61,513.26	
14	Providing fitting, fixing of aluminium door with OEL anodized aluminium door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member 12 mm thick pre-laminated board fixed at door frame by means of tapered clip no 4660 and the frame to be completed by means of jointing angel no 1855 including all	1 Sqm	27.09	5735.99	1,55,387.96	

	cost of labour, T&P, hire charges of drilling machine, labour charges etc including all Taxes, GST etc in complete as per direction of Engineer-in-charge.					
15	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	18.60	3074.41	57,184.02	
16	Providing and fixing of stainless steel of 304 Grade in hand railing using 50mm dia of 2mm thick circular pipe with Balustrade of size 32mm x 32mm x 2mm at about 0,90mtr. C/C and stainless square pipe bracing of size 32mm x 32mm x 2mm in 3 rows in stair case as per approved design and specification, buffing, polishing etc. with cost, conveyance, taxes, GST of all material, labour, T&P etc. required for the complete in all respect as per direction of Engineer-in-charge.	1 Rm	14.00	2961.60	41,462.40	
17	Providing and fixing pre-casted doors M.S. frame and grills work wrought and put up in grated doors, windows including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Kg	844.95	94.00	79,425.30	
18	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	702.52	55.20	38,779.10	
19	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	702.52	24.70	17,352.24	
20	Wall painting two coats with plastic emulsion paint of approved shade of approved make on new work including cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	702.52	70.70	49,668.16	
21	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	202.50	65.90	13,344.75	

22	Painting two coats over one coat of primer with any approved paints to wood/iron works over doors and windows including cost of all materials, labour, all taxes, GST etc. to complete as per direction on Engineer-in-charge.	1 sqm	23.87	150.40	3,590.00	
					Total	35,61,487.80
					or Say	35,61,488.00

(Rupees Thirty five Lakhs sixty one thousand four hundred eighty eight only)

The Rate quoted by me is _____% (excess/less) than
the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

**Project Director
DRDA, Deogarh.**

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagogua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagogua to Sunakani village under Jharagogua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhhol village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage **as (+) % or (-) % on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2392

Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2393

Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2394

Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2395

Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2396

Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2397

Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.

66. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :

- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
- (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.

67. The GST will be deducted from the work bill as per applicable.

68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.

69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

72. ELIGIBILITY CRITERIA :

- (a) Required E.M.D. as per clause NO.19
- (b) Furnishing of additional performance security, if any as per Clause No.23.
- (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
- (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II

73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass
Contractor here by quoted my rate at.....% Less /
Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

**BLOCK DEVELOPMENT OFFICER,
TILEIBANI.**

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



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GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DW DEPARTMENT

**OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH**

DISTRICT: DEOGARH

SCHEDULE OF THE BID

“Repair & maintenance and essential construction of School building at Pitabasa High School, Jharagogua.”

Project director, DRDA,
Deogarh.

Contents

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TENDER SCHEDULE

Bill of Quantities

Name of the Work: Repair & Maintenance and essential construction of School building at Pitabas High School, Jharagoua.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	Excavation of Foundation plinth in Hard Soil or Gravel Soil within 50mtr initial lead and 1.5 mtr initial lift including ruff tracing and braking clots to maximum 5 cm to 7 cm and laying in layers not exceeding 0.3 mtr in depth as per direction of the engineer-in-charge.	1 cum	51.76	143.20	7412.03	
2	Filling Foundation and plinth with sand well watered and rubbed including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	37.99	314.70	11955.45	
3	Cement plum concrete in CM(1:4:8) with 40mm and downgraded size hand broken hard granite metals with 15 % plum stones granite including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	11.43	3499.20	39995.85	
4	R.C.C work with Cement Concrete M-20 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	08.66	5381.60	46604.65	
5	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	20.18	5763.30	116303.39	
6	Supply, Straightening, Cutting, bending, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge.	1 Qtl.	26.00	5709.01	148434.26	
7	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.					
	(A)- Foundation & Plinth work	1 cum	25.26	4435.40	112038.20	
	(B)- 1st Floor super structure works	1 cum	29.02	4478.30	129960.27	

8	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismantling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-Regid and smooth centering & shuttering for mass concrete (B)-Beam & Column works (C)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 1 st floor works (D)-Lintel	1 Sqm 1 Sqm 1 Sqm 1 Sqm	75.84 56.00 93.97 10.77	101.70 597.40 380.70 247.20	7712.93 33454.4 35774.38 2662.34	
9	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	160.05	167.00	26728.35	
9	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	139.39	119.20	16615.29	
10	20 mm thick Cement plaster with CM(1:6) over stone masonry works with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	24.45	191.50	4682.18	
11	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	65.19	1109.50	72328.31	
12	Supply, Fitting and Fixing Dadoes, skirting and risers of steps in Verified Tiles in of size 300mm x 300mm/400mm x 400mm of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	51.48	769.00	39588.12	

13	Supply, Fitting and Fixing Dadoes, skirting and risers of steps in Verified Tiles in of size 600mm x 600mm colour printed (Premium graded) of approved make on 12 mm thick bed of cement mortar (1 cement: 3 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	11.31	1072.90	12134.50	
14	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	05.76	774.00	4458.24	
15	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	162.83	55.20	8988.21	
16	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	162.83	39.80	6480.60	
17	Wall painting two coats over a coat of primer to wood/iron work with plastic emulsion paint of approved shade of approved make on new work including cost all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	162.83	62.10	10111.74	
18	Providing and fixing iron window grill work wrought and put up in grated doors, windows including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Kg	557.70	94.00	52423.80	
19	Painting two coats over one coat of primer with any approved paint of approved make over door, windows and iron grills etc. including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	29.12	153.20	4461.18	
20	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	163.84	58.80	9633.79	
21	Distempering two coats to walls with distemper of approved shade of approved make on new work to give an even shade including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	62.41	49.10	3064.33	

22	Finishing wall with one coat of water proofing cement of approved shade of approved make(Cement Washing) on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	369.52	04.90	1810.64	
23	Cost of Display Board & Photo	Ls	Payment as per actual on voucher		2200.00	
					Total	968017.42
					or Say	968000.00

(Rupees Nine Lakhs Sixty Eight Thousand only)

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

**Project Director
DRDA, Deogarh.**

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagogua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagogua to Sunakani village under Jharagogua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhhol village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
15. Conditional tender will be summarily rejected.
16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
17. GST as applicable will be deducted from the work bill.
18. The joint venture consortium agreement is not allowed to participate in this tender.
19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage **as (+) % or (-) % on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2392

Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**
When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.

7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.
8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**

Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. WORK EXPERIENE

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction of **similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under

Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.

31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.

38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.

39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

(a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes

- including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.

49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
- 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in-Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DW DEPARTMENT
OFFICE OF THE PROJECT DIRECTOR,
DRDA, DEOGARH

DISTRICT: DEOGARH

SCHEDULE OF THE BID

**“ Const. repair & renovation of
DRDA Building at Deogarh”**

Project director, DRDA,
Deogarh.

Contents

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TENDER SCHEDULE

Bill of Quantities

Name of the Work: Const. Repair & Renovation of DRDA Building at Deogarh.

Sl.No	Description of the Items	Unit	Quantity(in cum)	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
1	R.C.C work with Cement Concrete M-25 grade with 20 mm and downgraded hand broken hard granite chips including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 cum	49.14	5373.40	2,64,048.87	
2	Supply, Strightening, Cutting, Welding, Binding, Fitting and placing HYSD bar reinforcement complete as per drawing and technical specification per direction of Engineer-in-charge.	1 Qtl.	41.77	7146.68	2,98,516.82	
3	Brick work with Fly Ash bricks of size 23 cm x 11cm x 8cm and crushing strength not less than 75 kg/cm ² and in C.M.(1:6) including cost of materials all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A) 2 nd Floor Super structure works	1 cum	50.10	4582.30	2,29,573.23	
4	Regid & smooth ,centering and shuttering of R.C.C works including false work and dismentatling then after casting including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge. (A)-R.C.C floor & roof slab, landing, balconies, projecting, sun shade and chajja up to 2 nd floor works (B)- Lintel © Beam & Column	1 Sqm 1 Sqm 1 Sqm	244.67 32.50 119.44	380.60 247.10 597.30	93,121.40 8,030.75 71,341.51	
5	16 mm thick Cement plaster with CM(1:6) over brick work (I/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	450.48	166.80	75,140.06	
6	12 mm thick Cement plaster with CM(1:6) over brick work (O/S) with well sieved/screened sand including cost of materials , all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	374.22	121.30	45,392.88	

7	Supply, Fitting and Fixing Verified Tiles in floors, Traded/Step and landing of size 600mm x 600mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	184.94	1183.10	2,18,802.51	
8	Supply, Fitting and Fixing Chequered Tiles in walls and landing of size 300mm x 300mm of approved make on 25 mm thick bed of cement mortar (1 cement: 1 sand) joined with neat cement slurry mixed with pigment to match the shades of tiles including rubbing and polishing including cost of materials, all leads, lifts, de-lifts and watering and de-watering etc. including Royalties and all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	37.20	662.30	24,637.56	
9	Providing fitting, fixing of aluminium door with OEL anodized aluminium door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member 12 mm thick pre-laminated board fixed at door frame by means of tapered clip no 4660 and the frame to be completed by means of jointing angel no 1855 including all cost of labour, T&P, hire charges of drilling machine, labour charges etc including all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	05.16	5735.99	29,597.70	
10	Supplying, fitting, fixing up window (sliding type) made up aluminium Section 151-154,151-155,as windows frame section No. 151-155,151-153 and 151-167 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	20.16	3074.41	61,980.10	
11	Providing and fixing pre-casted doors M.S. frame and grills work wrought and put up in grated doors, windows including cost of materials all Taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Kg	874.80	94.00	82,231.20	
12	Finishing wall surface of walls with cement base wall putty(Water based) of approved make and finishing smooth and even surface to received painting including cost of scaffolding staging charges with cost of all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	1007.42	55.20	55,609.58	
13	Priming one coat of wall primer of approved make including all cost of materials, taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	1007.42	26.00	26,192.92	

14	Wall painting two coats over a coat of primer to wood/iron work with plastic emulsion paint of approved shade of approved make on new work including cost all materials all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	1007.42	70.70	71,224.59	
15	Painting two coats over one coat of primer with any approved paint of approved make over door, windows and iron grills etc. including cost all materials ,labour ,all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	12.60	158.10	1,992.60	
16	Distempering two coats to walls with distemper approved shad on new works to give and even shade including cost all materials ,labour ,all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	780.00	50.20	39,156.00	
17	Painting two coats with whether coats of approved paint of approved make on new work including cost all materials, labour, all taxes, GST etc in complete as per direction of Engineer-in-charge.	1 Sqm	981.84	68.30	67,059.67	
P.H. works of new and existing building						
18	Supplying all labour, T&P and dis-metalling of old tiled flooring including removing the base course and starting the useful materials and removing the dietaries away from the site within 15 mtr. including sundries (Supervision charges as per direction of the Engineer-in-charge.	1 Sqm	204.35	66.70	13,630.14	
19	Supplying all labour, T&P and materials for fittings and fixing ceramic glazed floor tiles in floors (trades of steps of size 30 x 40 CM or 40 x 40 CM on 25mm thick C.C. (1:1) jointed with neat cement slurry mixed with pigments to match the shade of the tiles including rubbing and excluding polishing complete as per direction of the Engineer-in-charge.	1 Sqm	33.62	985.90	33,145.95	
20	Supplying all labour, T&P and materials for fittings and fixing ceramic glazed tiles in dados, skirting and risers of steps on 12mm thick C.C. (1:3) jointed with neat cement slurry mixed with pigments to match the shade of the tiles including rubbing and excluding polishing completed as per direction of the Engineer-in-charge.	1 Sqm	170.73	962.00	1,64,242.26	
21	Supplying all labour, T&P and materials and dismetaling European or Anglo Indian water closet wash basin and standing urinal completed as per direction of the Engineer-in-charge.	No	06	150.90	900.00	
22	Supplying all labour, T&P and materials and dismetaling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes manually/					

	mechanical means including stacking the pipe within 50 mtr. lead completed as per direction of the Engineer-in-charge. a. 50mm dia b. 25mm dia	Mtr. Mtr.	12 75	45.10 38.90	541.20 2,917.50	
23	Supplying all labour, T&P and materials and dismantling PVC water tank with tank jointer at etc. at 3 rd floor completed as per direction of the Engineer-in-charge.	No	02	2143.10	4,286.20	
24	Supplying all labour, T&P and fitting and fixing to wall, ceiling and floor G.I. steel tbe/PVC pipes of the following nominal bore, tube fittings and clamps including making good the wall, ceiling and floor all complete as per as per P.H.specification in ground floor and direction of the Engineer-in-charge. 1. 15 mm dia PVC pipe Sch,80 2. 25mm dia PVC pipe Sch,80 3. 50mm dia PVC pipe Sch,80	Mtr. Mtr. Mtr.	12.00 175.00 12.00	86.90 141.60 296.40	1,042.80 24,780.00 3,556.80	
25	Supplying all materials, labour, T&P and cutting holes through existing brick work including making food the same in cement mortar 1:4 for taking G.I./PVC pipe and fittings all complete as per P.H. specification and direction of the Engineer-in-charge. 1. 250mm thick	No	14.00	36.40	509.60	
26	Supplying all materials, labour,, T&P and cutting groves in pucca floor and walls for taking G.I./PVC pipes and making good the damage complete as per P.H. specification and direction of the Engineer-in-charge.	Mtr.	199.00	152.20	30,287.80	
27	Supplying all materials, labour, T&P and fixing PVC Tanks including cutting holes through the tanks and fitting extra sockets and jum nuts including hoisting up to a height of 5.00 Mtr. above ground level and placing the tank to the required position all complete as per P.H. specification and direction of the Engineer-in-charge. 1. 1000 Ltr. capacity (Sintex make)	No	02	9364.80	18,729.60	
28	Supplying all labour, T&P, laying a, fitting and fixing U-PVC SWR soil waste / Ventilating pipes and fitting of the following outside diameter for all classes including jointing with supply of approved solvent cement by bon-heat application method including testing as per P.H. specification and direction of the Engineer-in-charge. 1. 110 mm OD PVC SWR pipe single socket 2. 110 OD PVC SWR Coupler 3. 110 mm OD PVC Nahani trap	Mtr. No No	18.00 18 No 18 No	196.90 127.80 176.10	3,626.20 2,300.40 3,151.80	

29	Supplying all materials, T&P and fitting and fixing of following P.H. items as per P.H. specification and direction of the Engineer-in-charge.					
(i)	10 Ltrs. capacity PVC low level Cistern white Simeline (Make-Parryware C-8055)	No	06	1759.80	10,558.80	
(ii)	Vitreous China-Flat Back Urinal of 430 mm x 260mm x 350mm size (Parryware/Hindware)	No	06	1506.00	9,036.00	
(iii)	15mm dia C.P. Brass Long Body Bib-Cock (with 1 no 15mm dia C.P.flench small + Extension pc 25mm+cap) (Make-Plaza c-1009)	No	06	1419.80	8,518.80	
(iv)	15mm C.P. Brass Sbhorth Body Bib-Cock (with 1 no 15mm dia C.P. flench small + Extension PC_cap) (Make Plaza cat-1008)	No	10	1087.60	10,876.00	
(v)	15mm dia C.P. Brass Two way Bib-Cock (with 1 no 15mm dia C.P. flench small + extension pc+cap) (Make-Plaza cat.)	No	08	1150.23	9,201.84	
(vi)	15mm dia C.P. Brass Angular Stop-Cock 15mm dia C.P. flinch small + Extension pc) (Make-Plaza cat-1021)	No	26	1087.60	28,277.60	
(vii)	15mm dia C.P. Brass Concelled Stop-Cock 15mm dia C.P. flinch small + Extension PC) Make-Plaza cat-1021)	No	02	1545.30	3,090.60	
(viii)	32mm dia C.P. Brass Concelled Metro Flush Cook with C.P. felnch small + extension PC) (Make-plaza)	No	02	3892.20	7,784.40	
(ix)	15mm dia C.P. Brass Pillor-Cock (Qty.Turn)(Make-Plaza)	No	10	1308.00	13,080.00	
(x)	32mm dia PVC Bend (long) for Orissa Pan	No	04	128.40	513.60	
(xi)	Stainless Steel Sink 600 x 450mm size	No	02	3954.90	7,909.80	
(xii)	32mm dia PVC Waste Pipe for WHB & Urinal (Make-Plaza C-104)	No	13	93.20	1,211.60	
(xiii)	15mm x 600mm Long PVC Connection Pipe (Make-Plaza C-1045)	No	26	125.70	3,268.20	
(xiv)	Chrominium Plated Health Fuecet	No	04	1144.90	4,579.60	
(xv)	20mm x 600mm long C.P. Towel Rail with Screw (Make-Plaza)	No	06	1508.90	9,053.40	
(xvi)	125mm dia S/S Jalli Grating	No	18	96.00	1,728.00	
(xvii)	Towel Ring	No	12	1216.30	14,595.60	
(xviii)	C.P. Soap dish	No	25	250.90	6,272.50	
(xix)	Bend Shower (Plaza Make) C.P. Plaza	No	04	853.30	3,413.20	
(xx)	Fancy Mirror	No	10	1495.90	14,959.00	

	(xxi) Glass self	No	06	1795.00	10,770.00	
	(xxii) Fixing plastic seat and cover for wash down W.C. with chromium plate	No	04	383.20	1,532.80	
	(xxiii) 40mm dia PVC Waste pipe for Urinal (Make-Plaza)	No	06	118.20	709.20	
	(xxiv) 25mm dia Brass Full Way Valve	No	10	840.70	8,407.00	
	(xxv) 50mm dia Brass Full Way Valve	No	10	2134.00	21,340.00	
Total Rs.					22,81,885.20	
or Say Rs.					22,81,885.00	

(Rupees twenty two lakh eighty one thousand eight hundred eighty five)only.

The Rate quoted by me is _____% (excess/less) than the estimated cost put to tender for the above work.

Signature of Contractor

Contractor

BLOCK DEVELOPMENT OFFICER,

TILEIBANI.

Tender call Notice

OFFICE OF THE PROJECT DIRECTOR ,DRDA,DEOGARH.

Telephone : 06641-226330

Email : ori-ddeogarh@nic.in

Tender notice No. 2391 /DRDA /18-19/Dt. 04.07.2018

The Project Director, DRDA, Deogarh on behalf of Govt. of Odisha invites sealed tenders for the works as mentioned in table below under Tileibani/Reamal/Barkote Panchayat Samities of Deogarh district in percentage rate basis (P1). The eligible contractors who have been registered with State Government of Odisha/Central Govt. or contractor equivalent grade in "C", "D" & "B" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D for the following works eventually to be drawn up in P.W.D. F2 form of agreement in conformity with the Detailed tender call Notice.

Sl. No.	Name of the Block	Name of the work	Amount put to Tender in lakhs	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	EMD/APS to be drawn in favour of the officers	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8	9
01	Tileibani	Construction, repair and renovation of DRDA Building at Deogarh	22.82	6000/-	23000/-	BDO, Tileibani	6 (six) months	"C" & "B"
02	Tileibani	Repair & maintenance and essential construction of School Building at Pitabas High School Jharagoua	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
03	Tileibani	Const. of 4 nos. of 'E' Type Twin Staff quarters at Z.P. Colony, Deogarh.	35.62	6000/-	36000/-	-do-	6 (six) months	"C" & "B"
04	Tileibani	Const. of Residential Quarters for Addl.P.D.(Finance) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
05	Tileibani	Const. of Residential Quarters for Addl.P.D.(Tech.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
06	Tileibani	Const. of Residential Quarters for Addl.P.D.(Admn.) DRDA, Deogarh	14.00	6000/-	14000/-	-do-	6 (six) months	"C" & "B"
07	Tileibani	Const. of Residential Quarters for Executive Officer, Z.P., Deogarh	18.00	6000/-	18000/-	-do-	6 (six) months	"C" & "B"
08	Tileibani	Const. of road from Sado to Argen	10.00	4000/-	10000/-	-do-	3 (three) months	"C" & "D"
09	Tileibani	Const. of road from Hiran to Balam village under Kansar G.P.	11.00	6000/-	11000/-	-do-	6 (six) months	"C" & "B"
10	Tileibani	Const. of road from Jharagoua to Sunakani village under Jharagoua G.P.	20.00	6000/-	20000/-	-do-	6 (six) months	"C" & "B"

11	Reamal	Const. of road from Mahasindhu to Andharikhoh village under Nuadihi G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
12	Reamal	Const. of road from Sindurkhol to Purunapani village under Lulang G.P.	30.00	6000/-	30000/-	BDO, Reamal	6 (six) months	“C” & “B”
13	Reamal	Const. of road from Maghamunda to Gundiapali village under Gundiapali G.P.	30.00	6000/-	30000/-	-do-	6 (six) months	“C” & “B”
14	Barkote	Const. of road from Sirigida to Dahipal under Rambhei G.P.	30.00	6000/-	30000/-	BDO, Barkote	6 (six) months	“C” & “B”

Terms and conditions

- Cost of Tender Paper** : The tender documents can be downloaded from the district website www.deogarh.nic.in on payment of the cost of tender paper as mentioned above (Non-refundable) in shape of Bank Draft (not by cash) drawn in favour of Project Director, DRDA, Deogarh within the date of sale (to be deposited with separate sealed cover) at the time of submission of bids marked “COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET”.
- Sale of Tender paper** : The tender documents can be downloaded from the District Website www.deogarh.nic.in and the Bank Draft for cost of tender paper to be drawn within the date from **09.07.2018** to **23.07.2018** or to be sold within this period from office hours i.e. 10 a.m. to 5 p.m. on working days only on production of Bank Draft(non-refundable) drawn in favour of Project Director, DRDA, Deogarh and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.
- Date of Receipt and mode of submission of tender paper:** The tenderers have to submit the sealed tender papers in complete shape through **registered post / speed post** only by directly sending it to the **Project Director, DRDA, Deogarh** in his official postal address. The last date of receipt of tender paper is **23.07-2018** up to **5.00 p.m.** The documents receive after dt. **23.07.2018** up to **5.00 p.m.** will not be considered. The undersigned will not be held responsible for any postal delay if any or non receipt of the papers in time (in office hours).The tender covers must **super scribe the name of the work/ project with location** .
- Date of opening of Tender paper:** The tender papers shall be opened on **25-07-2018** at **11.00 a.m.** at DRDA Conference Hall, Deogarh in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **24.07.2018** (in office hours) in the office of Project Director DRDA Deogarh for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.
- Earnest Money Deposits** : The bid must be accompanied by E.M.D./Bid Security of the amount specified for the work in col.- 6 of the above table duly pledged **in favour of the officers as mentioned in Col.No.7 of the above table.** Bid security will have to be in any one of the forms as specified in the bidding documents i.e. NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank. The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

- When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **of the officers specified in Col.No.7 of the above table (for respective works)**. The differential amount must be paid within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
7. **Forfeiture** : The E.M.D amount will be forfeited if the tenderers back out from the offer acceptance of the tender by the competent authority.
 8. Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.
 9. On review of the last performance of the works executed through block/ or any other department previously , the lowest (L₁) tender may / may not be considered for the works , though he/she becomes lowest L₁ tender.
 10. If the date of sale , receipt of opening of tender as specified above happens to be holiday(s) then the process of sale , receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice. However the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned tenderers through notice affixing to notice Board of DRDA,Deogarh
 11. Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year(the latest circular/ guidelines in this regard must be enclosed by the bidder).
 12. The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year(the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder)
 13. If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalised basing on merits of rest bid. But if more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) less than the estimated cost , the tender accepting authority will finalised the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website www.deogarh.nic.in / Hard copy by Speed Post.
 14. Any corrigendum / addendum will be displayed in the website www.deogarh.nic.in
 15. Conditional tender will be summarily rejected.
 16. Building and other construction workers welfare Cess @1% of the gross work bill will be deducted.
 17. GST as applicable will be deducted from the work bill.
 18. The joint venture consortium agreement is not allowed to participate in this tender.
 19. **Documents to be attached:** The following documents should be furnished with the tender paper. failing which the tender will be liable to rejection.
 - a. E.M.D pledged in favour the Block development officer, Tileibani
 - b. Photo copy of Contractor registration certificate.

- c. Photo Copy of the existing labour license.
 - d. Photo copy of PAN card
 - e. Photo copy of GSTIN number.
 - f. Original Money receipt towards cost of tender paper.
 - g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
 - h. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
 - i. The affidavit as regards the fact of availing award of the work without submission of EMD/ISD during the current financial year in case of Engineering Contractors desirous of availing exemption of EMD with Govt. govt circulation must be enclosed.
 - j. A critical analysis and working procedure should be submitted alongwith the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.
 - k. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
 - l. No relation certificate.
 - m. The certificates as specified in **conditions of contract**.
20. As the tender is on percentage rate basis (P1) , the contractors are instructed to quote the percentage as (+) % or (-) % **on the last page of the bill of quantities** no other rate or anything should not be allowed to write there. The Contractor must signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.
21. As these works to be executed through **Block Development Officer, Tileibani/Reamal/Barkote**, they are entitled to draw agreements of their works with the eligible L-1 bidders . The eligible L-1 bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank account/ Deposit receipt of scheduled Bank/Post Office term deposit account / Demand Draft from any Nationalized Bank in favour of the **Officers as specified in Col.No.7 of the above table** at the time of agreement.
22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2392

Dt. 04.07.2018

Copy Submitted to the Advertisement Managers of two local daily (i) "THE SAMAJ" & (ii) "THE SAMBAD" and one English daily "THE INDIAN EXPRESS". It is requested to Publish the notice within minimum coverage on or before Dt. 09.07.2018 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2393 Dt. 04.07.2018

Copy to the DI & PRO, Deogarh /DIO NIC ,Deogarh for information and necessary action. The DIO NIC, Deogarh is requested to publish this DTCN in official website for wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2394 Dt. 04.07.2018

Copy submitted to Collector & District Magistrate ,Deogarh/ President Zilla Parishad Deogarh for kind information.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2395 Dt. 04.07.2018

Copy to the Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/RWS&S Divn. Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur for information and wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2396 Dt. 04.07.2018

Copy to all the Block Development Officers of Deogarh District for information and wide circulation .

Sd/-

**Project Director, DRDA
Deogarh.**

Memo No. 2397 Dt. 04.07.2018

Copy to the Notice Board of DRDA, Deogarh for wide circulation.

Sd/-

**Project Director, DRDA
Deogarh.**

CONDITIONS OF CONTRACT

1. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document, **i.e. N.S.C /K.V.P. / Postal Saving bank Accounts / Post Office Term Deposit Account / TDR of any Nationalized Bank Payable at Deogarh** duly pledged in favour of the Block Development Officers as specified in the Col.No.7 of the table. Bids must also be accompanied by attested Xerox copies of valid GST. ,PAN card and valid contract registration certificate, up to date.
2. **Bids must be accompanied with cost of tender document as per Col.No.5 as specified, in shape of demand draft towards bid cost from any Scheduled Nationalised Bank, in favour of The Project Director, DRDA Deogarh payable at Deogarh.**
3. The price bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by **Regd. Post/ /Speed Post on or before dt 23.07.2018 up to 5.00 P.M and the tender will be opened on dt. 25.07.2018 at 11.00 A.M.** In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt.25.07.2018 at 11.00 A.M in the DRDA Conference Hall, Deogarh, in presence of the members of tender committee of Project Director, DRDA and the bidders or their authorized agent who wish to attend at the conference hall of DRDA, Deogarh. During the time of opening & verification, the original documents must be produced for verification on 24.07.2018, failing which the tender will be rejected. If the Office happens to be closed on the 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 venue respectively.
5. **Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.**

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. In case of Engineer contactors seeking exemption of E.M.D. in this work are instructed to produce an affidavit regarding his list of works awarded during current financial year 2018-19 with exemption of E.M.D.
7. Schedule Caste & Scheduled Tribe Tenderers will be given price preference where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him / them at the lowest tendered rate.

8. No relation certificate in shape of affidavit in original shall be produced along with the tender paper without which the tender will be liable for rejection.
9. The tenderers while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
10. The Project Director, Deogarh reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specification for Odisha and other relevant specifications and drawings which are available at www.deogarh.nic.in . Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
12. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for finished item of works mentioned in the tender schedules.
14. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
15. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
16. The bidder may at his option quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
17. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
18. **The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.**
19. Bids not accompanied by required amount of E.M.D. or exemption order as per Works Department Memorandum NMo.288838, dt.18.12.95 will be summarily rejected. No E.M.D. will be accepted after closing hour of the tender.
20. The earnest money will be retained in the case of successful bidder 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 un-successful bidders will be refunded on application after the bid is finally accepted.
21. The bid documents received after due date and time will not be entertained.
22. **NO RELATION CERTIFICATE:** - The bidder shall furnish a certificate along with the tender to the effect that he/she is not related to any Officer in the rank of Asst. Engineer, B.D.O., Under Secretary and above in Panchayati Raj Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money and total security will be forfeited.
23. **ADDITIONAL PERFORMANCE SECURITY**
Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 14299 dtd. 3.10.2017 of Govt.of Odisha Works Deptt.

When a successful bidder , bids to execute the specific work less than the estimated project cost then he has 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 TDR/STDR/DD pledged in favour **Block Development Officers as specified in Col.No.7 of the above table** of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.

24. **WORK EXPERIENE**

- (i) Each tenderer is to submit along with tender a note regarding his experience on construction **of similar nature** of works executed in the last successfully 3 years i.e. from 2015-16, 2016-17 & 2017-18.
- (ii) The prospective applicant in its name should furnish list of similar nature of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2. The certificate to be furnished by the employer not below the rank of Executive Engineer.

25. No bidder will be permitted to furnish their bid in their own manuscript paper.

26. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the EMD and ISD will be 2% (two percent) of the tendered amount and sign the agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Tileibani" 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 deposits as above shall entail forfeiture of the E.M.D. No bid shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively **the E.M.D. will be forfeited in the case, where the bidders back out from the offer before acceptance of the bid by the competent authority.**

The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.

27. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.

28. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.

29. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages fixed by the Govt. to the labourer engaged by him/her for the work.
30. The contractor are quote there % percentage both in words and figures and put their signature on every over writings.

(a)When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
31. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Deogarh.
32. No part of the contract shall sublet without writing permission of the BDO and P.D.DRDA. or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
33. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
34. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
35. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
36. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R.(P.W.D).
37. In case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act, the B.D.O., will have the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. is final and binding on the contractor.
- 38. No compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.**
39. 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 BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
40. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
 - (a) Rent, Royalties and other charges of materials, Octroi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its' maintenance till completion of the work as required by the

- Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
- (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available 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 watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where 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 becomes payable due to operation of the workmen compensation Act.
 - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
43. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
44. The Contractor should arrange the materials like steel, cement, paint, shutters, bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.
45. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
46. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
47. If the Contractor removes Govt. materials supplied to him/her from the work site with a view to dispose of the same dishonestly, he shall be in addition to any other liability Civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the Contractor or from his/her security deposit or from the proceeds of sale thereof.
48. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of F2 agreement.
49. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises

- left neat and clean and this should be inclusive of the rates.
50. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.
 51. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
 52. The stack of road metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5 X 0.44 M = One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
 53. It is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help for procuring license.
 54. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
 55. On no account, the contract work should be sublet to any body without the prior approval of the Department. In such an event the Contract may be rescinded.
 56. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
 57. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in-charge and on both the accounts the cost shall be borne by the Contractor.
 - 58. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.**
 59. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
 60. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
 61. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
 62. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

63. TIME CONTROL:-

A. Progress of work and Re-scheduling programme.

(i). The Executive Engineer / Engineer-in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of 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

(ii). The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor 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 Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Tileibani and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor 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.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor 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 works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or

- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

(iv). Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

(v). 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 Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay 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 Tendered Value of work.

E. Management Meetings.

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

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

64. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work half way/ resignation of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

In case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers' shall also be taken apart from disincentivising the tender.

65. The authority reserve the right for payment subject to availability of funds in concerned Head of account.
66. **PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR :**
- (a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.
 - (b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor.
67. The GST will be deducted from the work bill as per applicable.
68. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
69. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.
71. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.
72. **ELIGIBILITY CRITERIA :**
- (a) Required E.M.D. as per clause NO.19
 - (b) Furnishing of additional performance security, if any as per Clause No.23.
 - (c) Attested copy of valid Registration Certificate, IT PAN Card, Valid GSTIN no along with the bid and furnish the originals of the above said documents on 06.01.2018 in office hours .
 - (d) Information regarding successfully completion of works in last successful 3 years in the forms referred in Schedule D-I & D-II
73. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

74. S.C/S.T contractors should pay Earnest Money 50 % along with the attested copies of the caste certificate and an undertaking in shape of affidavit that he has not avail the concessions for more than three times in the current financial year 2011 - 12. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

I M/Sclass

Contractor here by quoted my rate at.....% Less /

Excess over estimated cost put to tender.

CONTRACTOR

Signature of the Contractor.

BLOCK DEVELOPMENT OFFICER,

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

CHECK LIST

SI No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	Required EMD in approved form				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				
13	List of work executed				

TO BE FILLED UP BY THE OFFICE AT THE TIME OF OPENING OF THE TENDER

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my knowledge & belief.

CONTRACTOR

WORKING EXPERIENCE

D-I. LIST OF PROJECTS EXECUTED]

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Signature of the Tenderer

Executive Engineer

WORKING EXPERIENCE

D-II. LIST OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer