



ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

ST & SC DEVELOPMENT DEPARTMENT  
INTEGRATED TRIBAL DEVELOPMENT  
AGENCY, TILEIBANI

DISTRICT: DEOGARH

Name of the Work: - CONSTRUCTION OF RURAL HAAT AT BAMPARADA UNDER  
PBDA, RUGUDAKUDAR

Block: - Barkote

District: - Deogarh

Project Administrator  
ITDA, Tileibani

## PAGE INDEX

<b>Sl. No</b>	<b>Description of the items</b>	<b>Page No</b>
1	Tender call Notice	3-6
2	Schedule (Bill of quantity)	7-9
3	Condition of Contract	10-18
4	Check List	19
5	Affidavit Annexure-A	20
6	Form D-I & D-II	21

# INTEGRATED TRIBAL DEVELOPMENT AGENCY, TILEIBANI

No. 332 Date. 30.06.2021

## TENDER CALL NOTICE

The Project Administrator, ITDA, Tileibani on behalf of Govt. of Odisha invites sealed tenders for one number of works under PBDA, Rugudakudar in percentage rate basis (P1). The Contractors registered with Government of Odisha/Central Govt. or Contractors equivalent to grade "A", "B", "C" or "D" class of P.W.D.(R&B)/Water Resource/Rural Works/ M.I./C.P.W.D are eligible to submit the tender paper 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 Rupees	Cost of Tender paper in Rs.	EMD (1% work value) in Rs.	Time of completion of the work (in months)	Class of Contractor
1	2	3	4	5	6	7	8
01	Barkote	Construction of Rural Haat at Bamparada	10,76,835/-	6,000/-	11,000/-	3 (Three) month	"C" & "D"

- 1. Cost of Tender Paper** : The tender documents can only be downloaded from the district website [www.deogarh.nic.in](http://www.deogarh.nic.in) . The tender paper cost as mentioned above (Non- refundable) in shape of Bank Draft (not by cash) drawn in favour of **Project Administrator, ITDA, Tileibani** within the date of sale (deposited with separate sealed cover) at the time of submission of bids marked "COST OF TENDER DOCUMENT DOWNLOADED FROM DISTRICT WEBSITE".
- 2. Sale of Tender paper** : The tender documents can be downloaded from **30.06.2021 to 13.07.2021**.
- 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 Administrator, ITDA, Tileibani, At- Collectorate Campus, Deogarh-768108**. The last date of receipt of tender paper is 13.07.2021 up to 5.00 p.m. The documents received after dt. 13.07.2021, 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 **dt.14.07.2021 at 11.00 a.m.** at ITDA, Tileibani office situated at Collectorate Campus, Deogarh-768108 in the presence of tenderers or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on **dt.14.07.2021** (in office hours) in the office of Project Administrator, ITDA, Tileibani 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 **Special Officer, PBDA, Rugudakudar**. 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

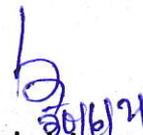
Nationalised Bank .The tender papers without registered receipt of EMD will not be considered and adjustment of EMD is also inadmissible.

**6. Deposit of Additional performance security (APS) within seven days of opening of price Bid as per 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 **Special Officer, PBDA, Rugudakudar** 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.

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 ITDA or any other department previously , the lowest (L<sub>1</sub>) tender may / may not be considered for the works , though he/she becomes lowest L<sub>1</sub> 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 ITDA, Tileibani.
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 more than 15% less than the amount put to tender such a bid shall be rejected and the tender shall be finalize 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 finalized 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](http://www.deogarh.nic.in) / Hard copy by Speed Post.
14. Any corrigendum / addendum will be displayed in the website [www.deogarh.nic.in](http://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 Special Officer, PBDA, Rugudakudar.
  - b. Cost of tender paper in shape of DD in favour of Project Administrator, ITDA, Tileibani
  - c. Photo copy of Contractor registration certificate.
  - d. Photo Copy of the existing labour license.
  - e. Photo copy of PAN card
  - f. Photo copy of GSTIN number.

- g. Proof of ownership of Tools & Plants and machineries as per requirement is to be furnished in shape of copy of invoice/ required sale deed in case of 2<sup>nd</sup> purchase/required lease deed with ownership of leaser documents.
  - h. 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.
  - i. The bidders have to produce original affidavit in support of authenticity of documents including EMD etc. attached with the tender paper.
  - j. 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.
  - k. 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.
  - l. Work experience certificate in form D-I and D-II duly certified by a officer not below the rank of Executive Engineer.
  - m. No relation certificate.
  - n. The certificates as specified in **conditions of contract**.
20. As it is a percentage tender, the contractors are instructed to quote the percentage excess/ Less **on the last page of the bill of quantities**. The Contractor must sign 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 **Special Officer, PBDA, Rugudakudar**, he is entitled to draw agreement with the eligible L1 bidder. The eligible L1 bidder 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 **Special Officer, PBDA, Rugudakudar** at the time of agreement.
  22. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

  
 Project Administrator  
 ITDA, Tileibani

Memo No. 333 Dt. 30.06.2021

Copy Submitted to the Deputy Director (Advertisement) Information and Public Relations Department Odisha, Bhubaneswar for information and necessary action. It is requested to Publish in leading Odia Daily in one day issue and one English national daily newspaper on or before Dt. 01.07.2021 for wide publication. The complementary copies of same may please be sending to this office for reference and record.

  
 Project Administrator  
 ITDA, Tileibani

Memo No. 334 Dt. 30.06.2021

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 Administrator  
 ITDA, Tileibani

Memo No. 335

Dt. 30.06.2021

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

Project Administrator  
ITDA, Tileibani

Memo No. 336

Dt. 30.06.2021

Copy to the Project Director, DRDA, Deogarh/ Executive Engineer R & B Division Deogarh/ NH Division Deogarh/ RW Division Deogarh/P.H. Division Sambalpur/ M.I. Division Deogarh/ L.I. Division Sambalpur/ SO, PBDA, Rugudakudar for information and wide circulation.

Project Administrator  
ITDA, Tileibani

Memo No. 337

Dt. 30.06.2021

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

Project Administrator  
ITDA, Tileibani

Memo No. 338

Dt. 30.06.2021

Copy to the Notice Board of ITDA, Tileibani for wide circulation.

Project Administrator  
ITDA, Tileibani

## BILL OF QUANTITY

Name of Work: Construction of Rural Haat at Bamparda.

Sl.No	Description of the Items	Quantity	Unit	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
01	Earth work in excavation of foundation trenches & Columns in all kinds of soil within all lead and lifts including dressing the sides, shoring (if necessary), bailing out water and leveling the bed and depositing the excavated materials away from the work site including all costs of labour, sundries, tools & plants required for the work etc. complete as per direction of Engineer-in-Charge.	105.82	One Cum	199.68	21,130.14	
02	Filling in foundation and Plinth with sand well watered and rammed & dressed & level to proper gradient including all cost, conveyance, royalty taxes of all materials, labour, T & P required for the work etc. complete and as per direction of Engineer in Charge.	53.96	One Cum	481.33	25,972.57	
03	Cement concrete (1:3:6) with 4cm size hand broken hard granite metals of approved quality including mixing with concrete mixture, lowering & laying in layers not exceeding 300 mm. in depth, ramming compacting to proper thickness, watering, curing for required period including all cost, conveyance, royalty, taxes of all materials etc. complete as per the direction of Engineer-in-Charge.	42.48	One Cum	3727.31	1,58,336.13	
04	10" thick Fly ash Bricks in cement mortar (1:6) in superstructure having crushing strength not less than 75.00 kg/cm <sup>2</sup> immersing the bricks in water not less than six hours before use in masonry including watering and curing for required period with all cost conveyance, royalty, taxes of all materials etc. complete as per the direction of Engineer-in-Charge.					
(a)	Foundation & Plinth	38.74	One Cum	4166.51	1,61,410.60	
Sl.No	Description of the Items	Quantity	Unit	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
05	Reinforced cement concrete M-20 grade					

	using 20mm down-graded size crusher broken hard granite chips of approved quality including mixing with concrete mixture, including hoisting and laying in position & compacting with vibrator to proper design section including all the cost, conveyance, royalty & taxes of all materials, labour, rigid smooth centering, shuttering and dismantling the same after 28 days of casting, watering, curing etc. complete as per the direction of Engineer-in-Charge.					
(i)	Column Footing	20.82	One Cum	5189.33	1,08,041.85	
(ii)	Column and Beam	13.40	One Cum	9787.29	1,31,149.69	
(iii)	Plinth Band	7.34	One Cum	5400.94	39,642.90	
(iv)	Roof Slab	20.64	One Cum	8570.49	1,76,894.91	
06	Supplying HYSD/Tor steel reinforcement from SAIL, VIZAG STEEL OR equivalent brand of required diameter of approved quality including labour charges for straightening, cutting, bending, binding and tying the grills and placing in position including cost, conveyance & taxes of reinforcements confirming to ISI standard and binding wire 18 to 20 gauge and as per drawing, design etc. complete as per the direction of Engineer-in-Charge.	11.01	One Qtl	7435.61	81,866.07	
07	12 mm thick cement plaster (1:6) over brick work including racking out joints finishing smooth with proper plumb and line watering curing for seven days with cost, conveyance, royalty taxes of all materials, labour, T & P required for the work etc. Complete as per the direction of Engineer-in-Charge.	57.85	One Sqm	141.86	8,206.60	
08	6 mm thick cement plaster (1:4) over RCC works including deep chipping and slurry treatment finished smooth with proper plumb and line watering curing for seven days with cost, conveyance, royalty taxes of all materials, labour, T & P required for the work etc. complete as per the direction of Engineer-in-Charge.	346.54	One Sqm	157.59	54,611.24	
Sl.No	Description of the Items	Unit	Quantity	Rate in Rs.	Amount in Rs.	Remarks
1	2	3	4	5	6	7
09	2.5cm thick grading concrete in C.C. (1:2:2) using 10mm & down graded crusher broken hard granite chips for roof making proper slope as per requirement	206.40	One Sqm	267.88	55,290.43	

	on roof including the cost, conveyance, royalty and taxes of all labour materials, leak proofing chemicals (Doctor fixit/sico or equivalent) as per ISI Code etc. complete as per the direction of Engineer-in-Charge.					
10	Painting two coat to wall surface with weather coat paint of approved shade of Asian/Burger or equivalent to give an even surface properly including cost conveyance, taxes of all materials, labour, T & P required for the work etc. complete and as per direction of Engineer-in-charge.	404.39	One Sqm	134.23	54,281.27	
	<b>(Ten items) only.</b>					
				<b>Total</b>	<b>10,76,834.40</b>	
	<b>G.S.T. 12%</b>			<b>Say Rs.</b>	<b>10,76,834.00</b>	

(Rupees Ten lakh Seventy Six thousand Eight hundred thirty four) only.

The Rate quoted by me is \_\_\_\_\_ % (Excess/Less) than the estimated cost put to tender for the above work.

Signature of Contractor

  
Project Administrator  
ITDA, Tileibani

## 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 Special Officer, PBDA, Rugudakudar. 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 Administrator, ITDA, Tileibani 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 13.07.2021 up to 5.00 P.M and the tender will be opened on dt. 14.07.2021 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.14.07.2021 at 11.00 A.M in the Office of the undersigned, in presence of the members of tender committee and the bidders or their authorized agent who wish to attend at the office of ITDA, Tileibani. During the time of opening & verification, the original documents must be produced for verification on 14.07.2021, 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 **Special Officer, PBDA, Rugudakudar** 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 2020-21 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 Administrator, ITDA, Tileibani reserves the right to reject any or all the tenders without assigning any reason thereof.
11. The bidders shall carefully study the tentative 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 which are available at [www.deogarh.nic.in](http://www.deogarh.nic.in) . Complaint at a future date that specifications have not been seen by the bidders cannot be entertained.
12. The specification 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 approved drawing to be issued by the Engineer-in-charge as and when required.
13. All rates should be for furnished 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.**
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, Under Secretary and above in ST & SC Development 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 **Special Officer, PBDA, Rugudakudar** 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 has to submit along with tender a note regarding his experience on construction of **similar nature** of executed in the last successfully 3 years i.e. from 2018-19, 2019-20 & 2020-21.
- (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 Project Administrator,, ITDA, 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 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 after payment of the final bill and audit of the work 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 PA, ITDA, Tileibani.
32. No part of the contract shall sublet without writing permission of the Project Administrator, ITDA, Tileibani 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 Asst. Executive Engineer, ITDA, Tileibani. 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 3.85/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 PA, ITDA, Tileibani 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 laborer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the Project Administrator, ITDA, Tileibani 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 Project Administrator, ITDA, Tileibani 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 @ 1/6<sup>th</sup> 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 Project Administrator, ITDA, Tileibani. 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 Special Officer. PBDA, Rugudakudar 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 1<sup>st</sup> 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 tenderers' shall also be taken apart from disincentivizing 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.

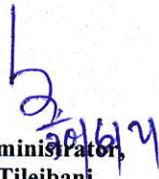
70. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered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

**Signature of the Contractor.**

PERMANENT ADDRESS of the Contractor:

PHONE /CELL NUMBER:

  
Project Administrator,  
ITDA, Tileibani

## CHECK LIST

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

		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**

AFFIDAVIT :

I, Sri.....Aged.....years, Son/ Daughter/ Wife of  
Sri.....at present residing At .....  
P.O..... P.S..... Dist..... Pin..... do  
hereby solemnly affirm as follows.

- i) That, I possess a valid license for Execution of works contract issued by .....  
..... belongs to..... class & is valid up to.....
- ii) I am submitting tenders before the Project Administrator, I.T.DA, Tileibani for execution of  
following works in response to Tender Call Notice No.  
1.....  
2.....  
Etc.
- iii) I am swearing this affidavit that all tender documents and accompanying papers those  
being submitted by me before the Project Administrator, I.T.DA, Tileibani including E.M.D.  
in any shape are all authentic and bonafied documents in the eyes of the law of the land.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor

*Note:-*

Mention the license issuing authority.

Mention the date up to which the license is valid.

Mention name of works for which tender is being submitted.

**SCHEDULE -D-I**

**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
				5	6	7	8
1	2	3	4				

Signature of the Tenderer

Executive Engineer

**SCHEDULE - D-II**

**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
				5	6	7	8
1	2	3	4				

Signature of the Tenderer