



GOVERNMENT OF ODISHA

(PANCHAYATI RAJ & DW DEPARTMENT)

PANCHAYAT SAMITI: KUNDRA

[District: - Koraput]

COVER – I (Technical Bid)

BID DOCUMENT

FOR

COMPOSITE TENDER OF BUILDING WORKS

COVER-I
TECHNICAL BID DOCUMENTS
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Government of Odisha

OFFICE OF THE PANCHAYAT SAMITI, KUNDRA

INVITATION FOR BIDS (IFB)

Bid Identification No.02/2022-23 of Panchayat Samiti, Kundra

The **Block Development Officer, Kundra** on behalf of Governor of Odisha Invites **Percentage Rate Bids in double cover** system in conformity with detail Tender call notice No.352 dated.15.02.2023 of Panchayat Samiti, Kundra to be eventually drawn up in State P.W.D Form P-2 contract for the execution of the works detail in the table, from the class of eligible contractors as mentioned against the work in Column - 4 (four) registered with the State Governments and contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/ CPWD for execution of civil works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state.

The bidders may submit bids for the following works.

Sl. No	Name of work	Approximate value of work.	Class of contract or	Concerned office. With Head qrs.	E.M.D. (Rs.)	Cost of document (Rs.)	Period of completion.
1	2	3	4	5	6	7	8
1.	Construction of Day care Sub-Centre Building at Bagderi GP under Kundra Block	Rs.31,24,745/-	"C" & "B"	Panchayat Samiti, Kundra	31300/-	6,000/-	4 (four) Calendar Months
2.	Construction of Day care Sub-Centre Building at Kalapada of Ghumar GP under Kundra Block	Rs.31,23,945/-	"C" & "B"	Panchayat Samiti, Kundra	31300/	6,000/-	4 (four) Calendar Months
3.	Construction of Day care Sub-Centre Building at Kermity GP under Kundra Block	Rs.31,27,665/-	"C" & "B"	Panchayat Samiti, Kundra	31300/	6,000/-	4 (four) Calendar Months

1. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of the undersigned during the office hours every Day except on Sunday and public holiday till last date of receipt of tender papers Interested bidders may obtained further information at the same address.
2. Bids must be accompanied with financial instruments towards E.M.D in shape of **Bid security Declaration** as provided in Memorandum No.5984 dt.27.04.2021 of Works Dept., Govt. of Odisha. The declaration of Schedule- H of Tender Document relating to Bid security Declaration also to be attached. Bids must also be accompanied by self-attested Photo copy of valid **GSTIN, PAN card and valid contract registration certificate**, failing which the bid will be liable for rejection.

3. The sale and receipt of the Bid document shall start from **20.02.2023 to 13.03.2023** up to **5.30 pm** during office hour (Working day only) in **Panchayat Samiti office, Kundra**.
4. Bid must be dropped in the tender box having mentioned as Tender Call Notice No. **352 dated.15.02.2023** / BDO, Kundra 02/2022-23 in **Panchayat Samiti, Kundra**.
5. Bid documents can be **Downloaded** from official website of Government of Odisha (<http://www.koraput.nic.in>). The bidders who have downloaded the bidding documents from the internet site will have to pay the cost of the tender document as indicated in col no. 7 of the above table in shape of **Demand Draft/ Bankers Cheque** drawn in any nationalise bank in favour of **Block Development Officer, Kundra** payable at **SBI, Jeypore** in a separate envelope marked "Cost of bidding documents down loaded from the internet" with the bid document. Authority will not be held responsible, if any portion of the bid document is excluded or modified in the downloaded bid documents.
6. Bidding documents requested by mail will have to be dispatched by registered / speed post on payment of an extra amount of Rs. 500/- over the cost of documents. The undersigned will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
7. The Bids will be opened on the **14.03.2023 at 11.00 AM onwards** in the conference hall of the Panchayat Samiti, KUNDRA, in the presence of the members of tender committee of **Panchayat Samiti, Kundra**, bidders or their authorized agents who wish to attend at the Conference hall of **Panchayat Samiti, Kundra**. If the office happens to be closed on the last date of receipt/ opening as specified, the bids will be received / opened in the next working day at the same time and venue specified in the notification. Other details can be seen in the bidding documents.
8. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount as per table below. Additional Performance Security (APS) has to be furnished in shape of Demand Draft/ Term Deposit Receipt pledged in favour of the Block Development Officer, Kundra, within seven days of issue of letter of acceptance (LOA), otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for black listing shall be initiated against bidder.

Amount of Additional Performance Security		
Sl. No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
I.	Below 5%	No Additional Performance Security
II.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
III.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

9. In case of Engineering contractors seeking exemption of EMD are instructed to enclose an affidavit regarding the list of works awarded during the current financial year 2022-23 with exemption of EMD along with an application to avail the same for this work and will submit copy of original contract license and produce the original license at the time of opening of tender, otherwise the tender will be rejected.

10. Scheduled Caste and Scheduled Tribe Tenderers will be given concession 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. The Security deposit at half the usual rate may be deposited/ realized by/from the Scheduled Caste or Scheduled Tribe contractors coming under categories up to "B" class only as against the permissible percentage under Rule 13 of the PWD contractor's regulations rules.
11. If any bidder quotes less than 15% (fifteen) of the amount put to tender then such a bid shall be rejected and the tender shall be finalized basing on merit of the rest bids and if more than one bid is quoted at 14.99% (decimal up to 2 nos. will be taken for all practice purpose) less than the estimated cost, the tender accepting authority will finalize the tender through transparent lottery system in presence of bidder or their representatives.
12. The tenderer while submitting tender shall furnish an **affidavit** in original, 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.
13. The technical and financial bid documents should be sealed separately super scribed as "TECHNICAL BID" & "FINANCIAL BID" both technical & financial bid envelops shall be sealed in a outer envelope and super scribed with the name of work & bid identification no.
14. The percentage quoted in the tender without mentioning excess or less shall be treated as excess.
15. The agency bidding for the work put of this notice, shall have to mention percentage of excess/less (both in words & figure) over the amount put to tender required by him in the prescribed format at the end of the bill of quantity. In the event of discrepancies the words & figure, the percentage quoted in words will count.
16. Validity of tender shall be 90 days from the date of opening of tender.
17. Any addendum/ corrigendum/ cancellation of above tender will be displayed in notice Board & published in the website (<http://www.koraput.nic.in>)only.
18. The authority reserves right to reject/cancel any or all the tenders without assigning any reason thereof.

**Block Development Officer,
Kundra**

CHECK LIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to Clause	Whether furnished		Ref. To Page No.
			Yes	No	
1.	Cost of tender paper Rs. 6,000/-	DTCN			Page No. 2
2.	All the EMDs requirements mentioned in the DTCN shall be Guided as per (Bid security Declaration as per Schedule-H) Vide OM No. 5984 Dt.27.04.2021 of works department.	DTCN Clause - 2 & Schedule-H			Page No. 2 & 29
3.	Additional Performance Security in case the bid price/ rate is less than the estimated cost put to tender as per OM No.4559 Dt.5.4.2021 of Works Department, Govt of Odisha.	DTCN Clause - 8			Page No. 3
4.	Copy of valid Registration Certificate	DTCN - 2 Clause - 2			Page No. 2

5.	Copy of GST & GSTIN Regd. Certificate.	DTCN Clause - 2		Page No. 2
6.	Copy of PAN Card	DTCN Clause - 2		Page No. 2
7.	No Relation Certificate in Schedule-A	DTCN Schedule - A		Page No. 26
8.(a)	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer	DTCN Schedule - E		Page No. 28
(b)	Affidavit in legal stamp paper	DTCN (Schedule-F)		Page No. 28
9	Similar Nature of Work	DTCN (Schedule-D)		Page No. 27
10	Qualification of key personnel engaged.	DTCN (Schedule-B)		Page No. 26
11(a)	List of plant and equipment with the contractor	DTCN (Schedule-C) Annexure - I		Page No. 27
(b)	Apart from the above the contractor shall have to arrange other machineries of any required for the work	DTCN (Schedule-C) Annexure - II		Page No. 27
12	Registration certificate PAN Card, Valid GST for execution of composite work. For verification purpose.	DTCN Clause (IFB)		Page No. 10
13	Existing commitments and ongoing works.	DTCN (Schedule-G & I)		Page No. 29 & 30

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl. No.	Item	Details
1.	Bid Identification No.	02/2022-23 of Panchayat Samiti, Kundra
2.	Name of the Works	1. Construction of Day care Sub-Centre Building at Bagderi GP under Kundra Block 2. Construction of Day care Sub-Centre Building at Kalapada of Ghumar GP under Kundra Block 3. Construction of Day care Sub-Centre Building at Kermity GP under Kundra Block
3.	Officer Inviting Tender	Block Dev. Officer, Kundra
4.	Executive Engineer concerned with Head Quarter authorized as Engineer-in-Charge of the work	Addl. PD (Tech) DRDA, Koraput
5.	Accepting Authority	Block Dev. Officer, Kundra
6.	Executing Authority	Block Dev. Officer, Kundra
7.	Construction of Day care Sub-Centre Building at Bagderi GP under Kundra Block	Rs.31,24,745/-
	Construction of Day care Sub-Centre Building at Kalapada of Ghumar GP under Kundra Block	Rs.31,23,945/-
	Construction of Day care Sub-Centre Building at Kermity GP under Kundra Block	Rs.31,27,665/-

B.BID INFORMATION

1.	Intended completion period/ Time period/ assigned for Completion	04 (Four) Calendar Months
2.	Last Date & time of submission of Bid	Time: 5.30 P.M. Date: 07.01.2023
3.	Date of opening (Cover- I & II)	Time: 11.30 A.M. onwards Date: 14.03.2023
4.	Cost of Bid Document (as per CI No. 7 of Table), Page- 2	
	I Amount	<u>Rs.6,000/-</u>
5.	Bid Security	
	I Bid Security Declaration as per Schedule-I) vide F.D.OM No. 5894 Dt. 27.04.2021	
6.	Bid validity period	90 days
7.	Currency of Contract	Indian Rupee
8.	Language of Contract	English
9.	Similar Nature of work.	Similar Nature of work means experience in Building works.

Instruction to Bidders

(Relevant clauses in the DTCN/ Bid document shall be superseded)

A. GENERAL

1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Block Dev. Officer, Kundra who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules/ amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Block Dev. Officer, Kundra may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.3. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedy of any defects therein.
- 1.4. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.5. Throughout these bidding documents, the terms "bid and tender" EMD and Bid Security and their derivatives (bidder/ tenderer, bidding/ tendering, etc.) are synonymous.
- 1.6. In case the tender for composite work includes in addition to main work/ building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc.,

the bidder apart from being a registered civil Contractor of appropriate class must associate himself for the said work with agencies of appropriate class those who is eligible to tender, electrical and horticulture works in the composite tender. Intending purchasers are required to produce documents viz. Contractor Registration Certificate, Pan card, Valid GST, of self and the contractor with whom associated for execution of Composite work for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise; his/ her bid shall be declared as non-responsive and thus liable for rejection. The Successful lowest Bidder is required to produce the originals of all the documents in the office of Block Dev. Officer, Kundra for verification within 5 (five) days of opening of the financial bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder. The Successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the Block Dev. Officer, Kundra / Bank Guarantee in favour of the Block Dev. Officer, Kundra from any Nationalized/ Schedule Bank in India Counter guaranteed by its local branch at Kundra within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Dev. Officer, Kundra to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

2. ELIGIBLE BIDDERS

- 2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/MES/Railways for execution of civil works. The Bidders are required to enclose the proof of registration license from the registering authority. Contractors not registered with Government of Odisha, can participate in tender but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work as preregistration norms of the state.
- 2.2. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/ Under Secretary and above in the State Government of Odisha in the concerned Department, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also, if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.
- 2.3. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the concerned department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.

- 2.4. No Engineer of gazette rank or other gazette officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

3. QUALIFICATION CRITERIA:

3.1 The bid shall include following information and documents:

- a. Copy of valid contractor's registration certificate, PAN card, GST of self and the Contractor with whom associated for execution of Composite work should accompany the technical bid.
- b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory.
- c. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license, PAN, GST for executing the electrical installation works/ mechanical works/ building electrification works.
- d. Details of work under progress.
- e. Details of work for which bid submitted.
- f. The detailed list of plant and machineries to be employed by the bidder for use in this work is to be furnished as required Schedule-C

3.2 The Bidders are subject to be disqualified if they have

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Been black listed/ suspended by the competent authority.

4. ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one bid for one work. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security.

5. COST OF BIDDING:

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Block Dev. Officer, Kundra will in no case be responsible and liable for those costs.
- 5.2 The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time payment of bill.

- 5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered as per latest Govt. Circular.
- 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. SITE VISIT

(Revised/ substituted as per Works Deptt. Office Memorandum No.12366 Dt.8.11.2013)

- 6.1 Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged cannot be entertained. Bidders are advised to satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 6.2 The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3 The Officer inviting the bid/ Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

- 1) The description of the work is as mentioned under Invitation for Bid.
- 2) The bids by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may be seen these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders.

The bidder is required to study all the documents for preparation of his bid. It is assumed that while participating in the bid, the bidder has referred all the drawings and required data given in the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

- 3) The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and technical specifications, bill of quantities, forms, Annexes Schedule and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

8. CLARIFICATION OF BIDDING DOCUMENTS:

8.1 The bidder may clarify any queries related to tender by attending office within the stipulated time before last date and time of receipt of tender.

9. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2 Any **addendum/ corrigendum** thus issued shall be part of the bidding documents and shall be notified in the website (<http://www.Koraput.nic.in>) & notice board.
- 9.3 The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure.
- 9.4 To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Block Dev. Officer, Kundra with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

C. PREPARATION OF BIDS

10. LANGUAGE OF THE BID:

All documents relating to the Bid shall be in the English/ Hindi / Oriya language. Bids submitted in any other language shall be summarily rejected.

11. DOCUMENTS COMPRISING THE BID:

11.1 Following documents will be deemed to be part of the bid even if not submitted with the bid.

- (i) Invitation for Bids (IFB)
- (ii) Instructions to bidders (ITB)
- (iii) Conditions of Contract
- (iv) Specifications
- (v) Drawings

11.2 All the volumes/ documents shall be provided in the website by the Officer inviting the bid also. The bidder shall carefully go through the document as per DTCN and prepare the required documents and submit the bid.

A. Cost of "**Bid Document**" & "**Bid Security**" shall comprise

- (i) Cost of Bid Document
- (ii) Bid Security

B. "Technical Bid" shall comprise.

- (i) Declaration under the Official Secret Act, 1923
- (ii) Qualification Information and supporting documents,
- (iii) Certificates, undertakings, affidavits

C. "Financial Bid" shall comprise.

- (i) Priced Bill of Quantities

12. PROPOSAL BY THE BIDDER:

- 12.1 For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank.
- 12.2 In case of percentage rate tender, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ) and write percentage excess or less up to two decimal place only in the designated.
- 12.3 **(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion) (Revised/substituted as per Works Deptt. Office Memorandum No. 12366 Dt.8.11.2013)**
 If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on the merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the Block Dev. Officer, Kundra and D.A.O will remain present.
- 12.4 The bidder shall bid for the whole works as described in the Bill of Quantities. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.
- 12.5 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. Conditional offer or alternative offers will not be considered in the process of bid evaluation.
- 12.6 In the case of any bid where unit rate of any item/ items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.7 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.8 The contractor shall confirm in all respects, by giving all notices and paying all fees, with the provisions of:
- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein.

- (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

13. CURRENCIES OF BID AND PAYMENT:

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14. VALIDITY:

- 14.1. Bids shall remain valid for a period not less than 90 days or the period mentioned in the Contract Data, from the date of opening of tender as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Block Dev. Officer, Kundra as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without any risk of forfeiture of his bid security.
- 14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

15.(A) BID SECURITY AND ADDITIONAL PERFORMANCE SECURITY:

- 15.1 The Bidder shall submit, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. Bidder intending to participate in the bid shall have to deposit their Earnest Money deposit/Bid Security of the amount specified for the work in the table Col. 6 of the Tender Call Notice, failing which the bid will be liable for rejection.
- 15.2 The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) as below has to be furnished in shape of **Demand Draft/ Term Deposit Receipt** pledged in favour of the **Block Dev. Officer, Kundra** within 7 (Seven) days of issue of letter of acceptance (LOA) by the **Block Dev. Officer, Kundra** to the Successful bidder otherwise the bid of the Successful bidder shall be cancelled the EMD/Bid Security shall be forfeited. Further proceeding for black listing shall be initiated against bidder. The Additional Performance Security shall be in the favour of officer as named in Contract Date and shall be valid for a period of 45 days beyond the validity of the bid.

Revised Amendment has been modified with OM No. 4559, Dt. 05.04.2021 of Works Deptt.

Bid Security			
To be submitted	Bid Security declaration as per the Office Memorandum No. 5894 Dt.27.04.2021 of Works Deptt.		
Additional Performance Security			
Amount	Sl. no	Range of difference between Estimated cost put to tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder.
	1	Below 5%	No additional Performance Security.
	2	From 5% and above and below 10%	50% of (Difference between Estimated cost put to tender and Bid amount.
	3	From 10% and above.	150% of (Difference between estimated cost put to tender and Bid amount.

- 15.3 Combined bid security for more than one work is not acceptable.
- 15.4 In the case of schedule caste/schedule tribe contractors, Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by Government from time to time about Cost of Bid documents, Bid security, availing price preference facilities and performance security will apply.
- 15.5 The Bid Security may be forfeited
- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
 - b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid.
 - c. If the Bidder fails to submit the original documents within the stipulated date.
 - d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement
 - (ii) Furnish the required Performance Security including additional performance security if any.

15.(B) FORMAT AND SIGNING OF BID:

- a. The bidder can download/ purchasing the tender of his choice and undertake the necessary preparatory work offline and submit the completed tender at his convenience before the closing date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the bid document. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, & words. The Bidders are advised to submit the completed Bid document well ahead of the last date & time of receipt.
- b. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc.
- c.
 - (I) The bidder should sign on all the documents, certificates submitted by him, owing responsibility for their correctness. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and the bidder is liable to be blacklisted.
 - (II) However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents and Additional Performance Security within the stipulated date as defined in tender call notice, his bid security shall be forfeited.

D. SUBMISSION OF BIDS

- 16.1(I) The bid shall require all the mandatory forms and filled up by the contractor before submission of the bid/ tender.
- 16.1(II) The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consists of GST, / PAN, Registration Certificates, Affidavits, Joint venture agreement along with other required documents as per Instruction to the bidder, Works in hand, List of machineries along with any other information required by OIT.

The financial bid shall consist of the Bill of Quantities (BOQ).

16.2 In case of item rate tender, bidders shall fill in their rates other than zero value in the specified place without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of work put to tender. The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security(APS) in shape of TDR in favour of the Block Dev. Officer, Kundra / Bank Guarantee in favour of the Block Dev. Officer, Kundra from any Nationalised/ Schedule Bank in India Counter guaranteed by its local branch at Koraput within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Dev. Officer, Kundra to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for black listing shall be initiated against the bidder.

(a) The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the officer inviting tender. The bidder shall write rates in figure only in the rate column of respective items without any blank cell in the rate column in case of item rate tender and write percentage excess or less up to two decimal place only in case of percentage rate tender.

(b) The Bidder should ensure clarity/ legibility of the document submitted by him.

(c) The bidder should check whether all relevant documents are attached in bid or not.

17. DEADLINE FOR SUBMISSION OF THE BIDS:

- Bids cannot be submitted after due date and time. The bidder should ensure correctness of the bid prior to submission. The bid cannot be opened even by the OIT before the due date and time of opening.
- The officer inviting the bid may extend the deadline for submission of bids by issuing an addendum/corrigendum, in which case all rights and obligations of the officer inviting the bid & and the bidders previously subject to the original deadline will then be subject to the new deadline.

18. LATE BIDS:

18.1 Bids cannot be submitted after closer specified date and time.

19. MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 In the tender, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid citing reasons for withdrawal in the respective bid before the closure of receipt of the bid.

E. OPENING AND EVALUATION

OPENING OF THE BID:

- 20.1. Bid opening dates are specified in the DTCN or can be extended vide corrigendum. These dates are available in IFB i. e, in tender document (DTCN).
- 20.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/ Engineer-in-Charge, the bids will be opened at the same time on the next working day.
- 20.3. The Additional Performance Security shall be verified regarding the genuineness of the financial instruments from the concerned banks / Post Offices of branch of the banks / post offices.
- 20.4. Combined bid security for more than one work is not acceptable.
- 20.5. The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the Block Dev. Officer, Kundra / Bank Guarantee in favour of the Block Dev. Officer, Kundra from any Nationalised/ Schedule Bank in India Counter guaranteed by its

- local branch at Kundra within 7(Seven) days of issue of letter of acceptance (LOA) by the Block Dev. Officer, Kundra to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.
- 20.6. The Technical evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the lowest bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder/contractor.
- 20.7. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee shall open the financial bids for the technically qualified bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information provided in the bid.
- i) The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
 - ii) At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
 - iii) The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
 - iv) Special rebate/ discount offers if any shall be declared and recorded first.
 - v) The Financial bid of the bidders shall be opened one by one by the designated officers. Tender committee members shall sign on each page of the BOQ and Comparative Statement.
 - vi) The Bidder can witness the principal activities and view the documents for that particular work.
 - vii) In case of non-responsive tender the office reinventing tender should cancelled /re-tender.
21. **PROCESS TO BE CONFIDENTIAL:**
- Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid. The authority inviting bid may reserve the right to accept any additional document. The bidder will respond in not more than 7 (Seven) days of issue of the clarification letter, for failing which the bid of the bidder will be evaluated on its own merit.
22. **CLARIFICATION OF BIDS:**
- To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidders in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents.
23. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**
- 23.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid: -
- i) Bid security is confirmed as NIT.
 - ii) Has submitted legible documents as required for evaluation
 - iii) Is substantially responsive to the requirements of the bidding documents.
- 23.2(a) During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

- (b) For examination, evaluation and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder.
- (c) For clarification of his rates including reduction of rate on negotiation and break down of unit rates.

F. AWARD OF CONTRACT

24. AWARD CRITERIA:

- a) The officer in charge will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- b) The Employer shall notify acceptance of the work prior to expiry of the validity period by confirmed by registered letter. This letter of acceptance will state the sum that the Block Dev. Officer, Kundra will pay the contractor in consideration of execution completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- c) On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Block Dev. Officer, Kundra.
- d) Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- e) The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register understate PWD before signing of the agreement.

25. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:

If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(Three) years and action will be taken to blacklist the contractor. Besides the consortium/ JV/ Firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/there application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder and furnish the required Additional Performance Security (If required), otherwise the tender will be cancelled.

The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned on DTCN, his bid security shall stand forfeited.

RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- (a) The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

- (b) The bidder shall within 7 (Seven) days of issue of letter of acceptance, furnish the Performance security in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Block Dev. Officer, Kundra shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

Following documents shall form part of the agreement.

- i) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security.
 - ii) Standard Bid Document P.W.D Form P-2/P-2 as the case may be
- (c) The letter to proceed with the work shall be issued by Block Dev. Officer, Kundra only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

27. CORRUPT OR FRAUDULENT PRACTICES:

The Block Dev. Officer, Kundra will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid /next higher authority. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

DETAILED TENDER CALL NOTICE

1. Sealed tenders in conformity with detailed tender call notice to be eventually drawn in from of the PWD P-2 Agreement and will be received up to **05.30 pm on 13.03.2023** by the Block Development Officer, KUNDRA and will be opened on **14.03.2023 at 11.00 am ONWARDS** in presence of the tenderers or their authorized agents by the B.D.O, KUNDRA.
2. The tenderers shall please note that the work shall have to be completed within the stipulated time period (Calendar months) commencing from the date of issue of the written order. The Authority for acceptance of tenders shall rest absolutely with the Tender Committee, Panchayat Samiti, KUNDRA. No late tenders will be considered.
3. Tenderers are required to pay earnest money at 1% (one percent) of the amount put to tender (round off to thousand) as mentioned in the tender call notice in shape of T.D.R. Deposit receipt of Schedule Bank/Kissan Vikash Patra/National Savings Certificate/Postal Office Time Deposit from schedule bank (valid for minimum one year from date of receipt)/Post office Saving pass book (valid for minimum one year from date of receipt) duly pledged in favour of the B.D.O,KUNDRA failing which the tenders will be summarily rejected. The earnest money shall be refunded to the unsuccessful tenderers on application without any interest after acceptance of the tenders on application and the same shall be retained in case of the successful tenderers and shall carry no interest which will be released after 1 year from the date of actual completion of project.
4. The Plan, specification and Special Condition and designs of the work may be seen at the office of the B.D.O, KUNDRA during working hours. Complain at a future date that the plan and specifications have not been seen shall not be entertained.

5. **The B.D.O. reserves the right to reject any or all the tenders received without assigning any reason.**
The tenderer, whose tender is selected for acceptance shall within a period of seven days upon written intimation being given to him for acceptance of his tender work and submit an Initially Security Deposit equal to 1% of the Quoted Amount over and above the E.M.D. as stipulated in clause above and sign the agreement in the P-2 contract form. The initially security deposit with the earnest money and the amount deducted from successive work bills according to the provisions of the P-2 contract shall be retained as security deposit. Failure to execute the required agreement and deposit of the security as above shall be entitled for forfeiture of the earnest money. No tender shall be finally accepted unless the required amount of security money is deposited. The written agreement to be entered into between the contractor and the B.D.O. shall be the foundation of right of both parties and the contract shall be deemed to be incomplete until the agreement has first signed by the contractor and then by the B.D.O, KUNDRA in the manner as laid down in O.P.W.D. code. The B.D.O. shall accept the Initial Security Deposit in shape of T.D.R. Deposit receipt of Schedule Bank/Kissan Vikash Patra/National Savings Certificate/Postal Office Time Deposit from schedule bank (valid for minimum one year from date of receipt)/Post office Saving pass book (valid for minimum one year from date of receipt) duly pledged in favour of the Block Development Officer, KUNDRA or Bank Draft of any Nationalized Bank payable at KUNDRA. The document/receipt shall be furnished to the B.D.O, KUNDRA.
6. ***The Successful bidder will submit the Labour License at time of drawl of Agreement or before execution of work. Otherwise their payment of work bill will not be made.***
7. Additional Performance Security shall be deposited by the Successful Bidder in shape of Demand Draft/ Banker's Cheque of any nationalized bank in favour of Block Development Officer, Kundra at the time of agreement, failure of which, the tender will be liable for rejection. As per Govt. Of Odisha Works Department vide Memorandum No.4559 dated.5.04.2021 the successful bidder has to deposit APSD amount in case of Abnormally Low Bids (ALBs) as per the following rate:

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
i	Below 5%	No Additional Performance Security
ii	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

No exemption has been allowed for deposit of APSD @ 50% to SC/ST Contractor.

8. The EMD amount is to be forfeited if the tenderer back out from the offer of acceptance of tender by the competent authority and also intimated to the License Issuing Authority for taking necessary action against them.
9. ***One Registered Cover should contain Tender Papers for One Work Only. If tender papers (both separate cover and loose papers) for more than one work are found in a Single Registered Cover, then all the tender documents will be rejected.***
10. The Percentage Rate shall be quoted both in words and figures upto 2 decimal places, Otherwise the tender will be liable for rejection. In case of discrepancy between Words & Figure, the percentage rate quoted in words will be treated as final.
11. The Contractor shall be responsible for payment of royalties or other charges for quarrying materials. All local taxes including GST and income tax, ferry and tollage charges, other local taxes shall be paid by the contractor. The same will be deducted from the work bill if the contractor fails to produce the valid receipt in support of the payment of the above said charges/taxes.
12. The tender shall not be considered unless the tenderer encloses true copies of PAN Card ,APSD if any and GST Registration Certificate along with his tender and original certificate are to be produced before the B.D.O,Kundra at the time of Agreement.

13. The contractor shall be fully liable to indemnify the BDO's payment of any compensation under workmen compensation Act VIII of 1923 on account of worker employed by him and the full amount of compensation paid shall be recovered from the contractor.
14. Every tenderer must examine the detailed specification of the work before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work or deleting any item mentioned in the schedule attached to the tender notice, as may be considered necessary to complete the work fully and satisfactorily. It will definitely be understood that BDO do not accept responsibility for the corrections or completeness or completeness of the quantities shown in the schedule. The schedule is liable to alterations, additions and deductions shall in no case invalidate contract and no claim for extra monetary compensation shall be entertained.
15. Shuttering and centering shall be with seasoned Sal wood planks inner side of which shall be lined with suitable shuttering made leak proof and tight including wooden Bullah as directed or alternatively steel shuttering and centering shall be used.
16. The Contractor having the responsibility to correctly demark lay-out and orientation of the building etc. and fixation of level pillars at site as directed by the Asst. Engineer or Junior Engineer. All expenditure in connection with tools and plants, instrumental materials etc., shall be borne by the contractor.
17. After the work is finished, all surplus materials and debris shall be removed, preliminary work such as vat mixing plates etc., are to be dismantled and all the materials removed from the site and ground up to 30mtrs wide from the building etc. should be cleaned and dressed by the Contractor at his own cost. The net rate quoted should be inclusively of all these expenditures. He should return all the unused Departmental materials to JE concerned.
18. The Contractor shall not interfere with the execution of water supply or electrical fittings and other works entrusted to any other agency by the BDO at the time during the progress of work if the works are not included in the agreement.
19. The Engineer-in-Charges of work shall have the right to reject the scaffolding and centering etc., made for the work and such structure if found defective in his/ their opinion.
20. The contractor shall make water supply for all work and make sanitary arrangements for his labour campat his own cost. The Contractors shall also arrange adequate lighting arrangement for night work, wherever required at his own cost.
21. Bailing of water arising from any reason whatsoever from the foundation if necessary shall be borne by the Contractor. No payment shall be made for fixing arranges bench-marks. Level pillars, profiles and benching and leveling the ground whenever required. The rates quoted shall be for finished items of work inclusive of all incidental items of work.
22. It should be understood clearly that on claim whatsoever shall be entertained as regards extra item of work or extra quantity of any item in excess of the estimate, written order must be obtained from the BDO, KUNDRA for such extra item or quantity of work.
23. The Contractor must follow the fair wages clauses as introduced by the State Government.
24. The contractors shall arrange necessary tools and plants as may be required for the efficient execution of the work at his own cost and the rates quoted should be inclusive of the running and hire charges of such tools and plants.
25. The Contractor shall submit monthly return of the labour both skilled and un-skilled employed by him on the work to the BDO office. In case of non-payment, contractor is solely responsible in the labour court.
26. No part of the contract shall be sublet without written permission of the BDO, KUNDRA or transfer is made by power of attorney authorizing other to receive payment on the contractor's behalf.
27. No tender documents shall be available to the intending bidder on the date of opening of the tender.
28. If any further necessary information is required the BDO, KUNDRA will furnish such information but it must be in order and according to instructions.
29. Only Ultra Tech/ACC/Konark brand Cement (OPC – 43/53 Grade) will be used and weight of each cement bag being taken as 50Kg. Further that the M.S. or Tor Rod shall be used in the work as per SAIL Brand.
30. No contractor shall be permitted to furnish his tender in his own manuscript papers or latter pads.

31. In the event of delay in the supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on application by the contractor, but no claim for monetary compensation therefore shall be entertained under any circumstances.
32. Every tenderer before quoting his rates to inspect the site of proposed work. He should inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour, food stuff etc., and the rates shall be inclusive of all these items, in every case the materials must comply with the relevant specification. The sample of materials in sealed packets should be submitted by the successful Bidder for approval of BDO, KUNDRA before executing the work.
33. The Contractor shall have to furnish a certificate along with the tender to the effect that he is not related to any Officers of BDO as per proforma at **Annexure-I**.
34. Tenders shall be deemed valid and hold good till 90 days from the date of obtaining of tenders. The validity of tender can also be extended if agreed by the contractor and tender accepting authority
35. During execution/After completion of the work, the contractor shall arrange all requisites and equipment's for testing for the work of building and roads and culverts etc.at his own cost, if found necessary and bear the entire cost of such test.
36. Tenders are required to submit a list of important works executed by them in the state of Odisha for the last three years in the prescribed form (**Annexure-II**) accompanied by a certificate from the concerned authority of the work in respect of satisfactory and timely completion of the work.
37. The List of Tools & Plants required to be deployed on the contract work is to be furnished by the contractor in the prescribed proforma (**Annexure-III**) alongwith the tender documents. The minimum list of Plants and Equipment required for the contract work is given below.

01.	Water Tanker	=1No
02.	Concrete Mixer	=1No
03.	Niddle Vibrator	=1No
04.	Centering & Shuttering Plate (Wooden or Steel)	200 SQFT

38. If the contractor does not have the above materials as per **Clause-36** then he has to submit an affidavit that he has arranged the required quantity of materials at the time of execution of execution of works along with the tender documents. Failure which tender will be liable to rejection.
39. Before executing the work, contractor must erect one transparency board stating a brief note on the work with specification at his own cost. No running bill will be paid unless transparency board is setup at the work site. Also, after the work is completed necessary correction is to be made if required over the transparency board by the executants as directed by Engineer-in-Charges.
40. Tenderers should note that any extra cost for finishing & plastering of any R.C.C. Work like column, beam, chajja, roof slab etc., if any, shall not be paid.
41. The tenderer may quote reasonable rate carefully so that amount quoted should not be unworkably low or too high.
42. **The BDO reserves the right to reject any or all tenders received without assigning any reason whatsoever. The BDO also reserves the right accept any tender without assigning any reasons to other tenders.**
43. Tenderers are required to go through each clause of the Item Rate contract from of the BDO carefully in addition to the clause herein before tendering.
44. Rates quoted should be fairly reasonable. Rates containing abnormal superfluous and unworkable are liable for rejection.
45. Item of work not covered in the tender schedule will be paid at the Current Schedule of Rates of the Public Works Departments, and those not covered by S.R. will be paid on actual analysis approved by the Engineer-in-Charges.
46. Standard Public Works Department specification of the Govt. of ODISHA will be followed in executing the work.

47. Collector, Koraput who is the Chairman of the Tender Committee for BDO, KUNDRA reserves the right to blacklist any contractor for improper execution of work or disproportionate progress of work as per his work programme.
48. 3% ("C" & "B" Class)/ 5% ("B" and above) will be deducted from each payment of bill on gross value towards security deposit money. This security money is excluding EMD & ISD payments towards EMD & ISD will be paid to the contractor without any interest on application after one year of completion of work provided the final bill is paid and the defects if any pointed out within one year of completion for work have been rectified by the Contractor. S.D. shall be refunded after audit only. In case building works, if there is any leakage in slab or chajja the S.D. will be utilized by BDO for tar felting.
49. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
50. 12.50% will be deducted from metal and moorum towards void. The box heaps of 1.50x1.50x0.44m to be measured as one cum. similar measurement to be adopted for gravel stacks and voids deducted. The rates should be excluding voids.
51. Sand will be measured in box heaps of 1.50x1.50x0.44m being taken as one cubic meter or as directed by the Engineer-in-Charges of the work.
52. The quantities of item of work may vary at the time of actual execution of the work. The Contractors should do the work at his tendered rate whatsoever the quantity may be without any extra claim. Contractor shall sign on the plan and documents for service connection (Such as P.H.D. and Electric) as and where required by the Department or house owner otherwise the security money of the contractor will not be released.
53. No excess over and above the estimated rates shall be allowed. In case, the lowest tenderer fails to negotiate his rates to estimated rates, the documents shall be forwarded to Govt. for approval. However, tender committee is the final authorities on the matter for forward the tender documents in such cases of excess.
54. For quoting abnormal low rates, the lowest tender may be asked to justify his rate by producing market rate analysis of rate etc. Depending on the type of works, it will be decided by the tender committee whether works can be executed with such low rates.
55. No empty Cement Bags will be taken back by the BDO and the same will be recovery from the bill @Rs.3.85/ per bags.
56. To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the accepting authority shall be conclusive evidence) 20% value of the left over works or 1% of the Agreement Value whichever is higher will be realized from the contractor as penalty.
57. The same less deduction amount rate will be noticed the tender committee will be allow to draw lottery to award the tender who will win by process of lottery and the lottery system shall be executed on the very day.

Total 57 Items only

HIRE CHARGES OF PLANTS AND MACHINERIES (Whenever Required)

Sl No.	Description			Usage Rates in Rs.	
	Machine	Activity	Output	Unit	Rate
1.	Dozer D-50-A-15	Spreading	200cum/hour	Per hour	1592.17
		Cutting	100cum/hour	Per hour	
		Cleaning	150cum/hour	Per hour	
2.	Dozer D-80-A-12	Spreading	300cum/hour	Per hour	2190.43
		Cutting	150cum/hour	Per hour	
		Cleaning	200cum/hour	Per hour	
3.	Motor Grader 3.35meter blade	Clearing	200cum/hour	Per hour	1343.48
		Spreading	200cum/hour	Per hour	
		GSB	50cum/hour	Per hour	
		WMM	50cum/hour	Per hour	

4.	Tractor with ordinary grader			Per hour	251.30
5.	Hydraulic Excavator of 1cum bucket	Soil ordinary Soil Marshy Soil unsuitable	60cum/hour 60cum/hour 60cum/hour	Per hour Per hour Per hour	730.43
6.	Hydraulic Excavator of 2cum bucket	Soil		Per hour	1624.35
7.	Front End loader 1 cum bucket capacity	Soil loading Aggregate loading	60cum/hour 25cum/hour	Per hour Per hour	452.17
8.	Tipper 5cum	Transportation of soil, GSB, WMM, Hot mix etc.	5.5cum	Per km. Per tonne.km Per hour	20.87 2.17 506.09
9.	Vibratory Roller 8-10 tonne	Earth/soil GSB WMM	100cum/hour 60cum/hour 60cum/hour	Per hour Per hour Per hour	864.35
10.	Smooth wheeled Roller 8-10 tonne	Soil compaction BM compaction	70cum/hour 25cum/hour	Per hour Per hour	294.78
11.	Sheep foot Roller	Soil compaction		Per hour	56.52
12.	Truck mounted water tanker	Water transport	6kL	Per hour	506.09
13.	Tractor	Pulling	50HP	Per hour	200.87
14.	Rotavator	Mixing	25cum/hour	Per hour	9.57
15.	Ripper	Scarifying	60cum/hour	Per hour	15.65
16.	Air compressor	General purpose	170/250cfm	Per hour	179.13
17.	Diesel Compressor		400cfm	Per hour	744.35
18.	Diesel Compressor		300cfm.	Per hour	618.26
19.	Electrical Compressor		500cfm	Per hour	432.17
20.	Wet Mix Plant 60 TPH	Wet Mix	25cum/hour	Per hour	675.65
21.	Wet Mix Plant 75 TPH	Wet Mix	35cum/hour	Per hour	900.87
22.	Mechanical broom hydraulic	Surface cleaning	1250sqm/hour	Per hour	200.00
23.	Bitumen pressure distributor	Applying bitumen tack coat	1750sqm/hour	Per hour	601.74
24.	Emulsion pressure distributor	Applying emulsion tack coat	1750sqm/hour	Per hour	448.70
25.	Hot mix plant-120 TPH	DBM/BM/SDC/ Premix	40cum/hour	Per hour	13130.43
26.	Hot mix plant-100 TPH	DBM/BM/SDC/ Premix	30cum/hour	Per hour	9710.43
27.	Hot mix plant-60 to 90 TPH	DBM/BM/SDC/ Premix	25cum/hour	Per hour	7765.22
28.	Hot mix plant-40 to 60 TPH	DBM/BM/SDC/ Premix	17cum/hour	Per hour	6217.39
29.	Hot mix plant-8 to 10 TPH	DBM/BM/SDC/ Premix	cum/hour	Per hour	891.30
30.	Paver finisher Hydrostatic with sensor control 100 TPH	Paving of DBM/BM/SDC/ Premix	40cum/hour	Per hour	1500.00
31.	Paver finisher Mechanical 100 TPH	Paving of WMM /PMC Paving of DLC	40cum/hour 40cum/hour	Per hour Per hour	642.61
32.	Paver finisher Mechanical	Paving of DLC	75cum/hour	Per hour	1605.22
33.	Hydraulic Chips Spreader	Surface dressing	1500sqm/hour	Per hour	1478.26
34.	Tandem Road Roller	Rolling of Asphalt surface	30cum/hour	Per hour	641.74
35.	Pneumatic Road Roller	Rolling of Asphalt surface	25cum/hour	Per hour	697.39
36.	Pothole repair machine	Repair of potholes	4cum/hour	Per hour	508.70
37.	Bitumen boiler oil fired	Bitumen spraying	1500 litre	Per hour	111.30

38.	Tar boiler	Bitumen spraying		Per hour	64.35
39.	GSB plant 50 cum	Producing GSB	40cum/hour	Per hour	582.61
40.	Mastic Cooker	Mastic wearing coat	1 tonne	Per hour	1379.13
41.	Batching and Mixing plant 15-20 cum.	Concrete Mixing	13cum/hour	Per hour	1043.48
42.	Batching and Mixing plant 30 cum.	Concrete Mixing	20cum/hour	Per hour	1252.17
43.	Batching and Mixing plant 112.5 cum.	Concrete Mixing	75cum/hour	Per hour	2400.00
44.	Batching and Mixing plant 262.5 cum.	Concrete Mixing	175cum/hour	Per hour	4486.96
45.	Transit Mixer	Transportation of concrete mix to site.	4.5cum/hour 3cum/hour	Per hour Per hour	521.74 478.26
46.	Grout pump			Per hour	56.52
47.	Concrete pump of 45 & 30 cum	Pumping concrete	33cum/hour 22cum/hour	Per hour	143.48
48.	Pump with 5HP diesel engine	Pumping of Water		Per hour	51.30
49.	Pump with 10HP diesel engine	Pumping of Water		Per hour	93.91
50.	Pump with 20HP diesel engine	Pumping of Water		Per hour	144.35
51.	Pump with 40HP diesel engine	Pumping of Water		Per hour	241.74
52.	Pump with 40HP electrical	Pumping of Water		Per hour	129.57
53.	Pump with 50HP electrical	Pumping of Water		Per hour	158.26
54.	Cranes 80 tonnes	Lifting purpose		Per hour	717.39
55.	Cranes 35 tonnes	Lifting purpose		Per hour	478.26
56.	Cranes 3 tonnes	Lifting purpose		Per hour	200.00
57.	Crawler mounted crane(18T)	Lifting purpose		Per hour	1493.04
58.	Tower Crane	Lifting purpose		Per hour	479.13
59.	Welding	Welding		Per hour	70.43
60.	Grouting machine without compressor			Per hour	79.13
61.	Mechanical Winch(10T)			Per hour	194.78
62.	Power Winch(40HP)			Per hour	191.30
63.	Concrete Bucket	For pouring concrete	1cum	Per hour	8.70
64.	Kerb casting machine	Kerb making	80RM/hour	Per hour	173.91
65.	Concrete Mixer 0.4/0.28 cum 1 cum	Concrete Mixing	2.5cum/hour 7.5cum/hour	Per hour Per hour	153.91
66.	Vibrator(3HP diesel)	Compacting concrete		Per hour	92.17
67.	Piling Rig with Bentonite pump	0.75m dia to 1.2m dia boring attachment	2 to 3RM/hour	Per hour	3065.22

68.	Concrete Paver Finisher with 40HP Motor	Paving of concrete surface	20cum/hour	Per hour	1608.70
69.	Integrated stone crusher	Crushing of spalls Crushing of spalls	100TPH 200 TPH	Per hour	4860.87 10226.09
70.	Stone crusher(electrical)	Crushing of spalls		Per hour	160.00
71.	Crushing & processing plant(electrical)			Per hour	204.35
72.	Concrete paver Finisher with 40HP Motor	Paving of concrete surface	175cum/hour	Per hour	14076.52
73.	Prestressing Jack with Pump & Access	Stressing of steel wires / stand		Per hour	72.17
74.	Generator 100KVA	Generation of Electric Energy	100KVA	Per hour	391.30
75.	Generator 250KVA	Generation of Electric Energy	100KVA	Per hour	978.26
76.	Generator 33KVA	Generation of Electric Energy	50KVA	Per hour	208.70
77.	Generator 40KVA	Generation of Electric Energy	KVA	Per hour	369.57
78.	Generator 125KVA	Generation of Electric Energy	KVA	Per hour	786.96
79.	Pneumatic Sinking Plant	Pneumatic sinking of wells	1.5 to 2.0 cum/hour	Per hour	2339.13
80.	Truck 5.5cum per 10 tonnes	Material Transport	4.5cum	Per km. Per ton.km. Per hour	17.39 1.74 484.35
81.	Road Marking machine	Road marking	100sqm/hour	Per hour	52.17
82.	Mobile slurry seal equipment	Mixing and laying slurry seal	2700sqm/hour	Per hour	565.22
83.	Wagon drill			Per hour	111.30
84.	Dimond drill			Per hour	293.91
85.	In well rings			Per hour	62.61
86.	Jack hammer			Per hour	7.83
87.	Pneumatic rammer			Per hour	11.30
88.	Pusher leg			Per hour	4.35

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/455 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 3025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Note: For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part - I & Part -II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part - I & Part -II)
12. DPC shall be with conformity to I.S.3067
13. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S. 1477 (Part -I Part - II) I.S. 1661
16. Pile Foundation Shall be conformity to I.S. 2911 (Part 1 & Part 2)

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

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

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

(*) - Strike out which is not applicable

Signature of the

Tenderer Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED****GRADUATE ENGINEER / DIPLOMA HOLDERS**

(for Super class / special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies <u>and</u> or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

Schedule-C
ANNEXURE - I

LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTRACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Total	Marks
01.	Truck/Tipper	2	
02.	Concrete Mixture	2	
03.	Generator (5Kv)	1	
04.	Plate Vibrator	2	
05.	Needle Vibrator	2	
06.	Centring & shuttering materials.	4000	
07.	Water Tanker	2	
08.	Except if any		
		Total:-	

ANNEXURE - II OF SCHEDULE-C

Apart from the above the contractor shall have to arrange other machineries if any required for the work.

SCHEDULE-D

WORK EXPERIENCE
LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of Location and Name of Work	Contract Price in Indian Rupees/ Agreement No.	Major items of Works	Stipulated date of Commencement/ completion of the Work as per Agreement.	Actual date of Completion of the Work.	Value of work actually executed during last 5 financial year		Reasons for delay in starting/ completion if any.
						Financial year	Value	
1	2	3	4	5	6	7	8	9

Note:- The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

SCHEDULE-E**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER
OR ABANDONMENT OF WORK BY THE TENDERER**

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

Note:

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

Signature of the contractor

SCHEDULE -F**(To be submitted in original in legal stamp paper)**

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

(Signed by an Authorised Officer of the firm)
 Title of Officer
 Name of Firm
 Date:

SCHEDULE -G**Existing commitments and ongoing works**

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of Completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach Certificate(s) from the Engineer -in-charge

Schedule-H**Form of Bid Security Declaration**

Name Of the Work-

Date:

Bid Identification No.

To

(Fill up the complete name and address of the Authority/Employer/Tender Inviting Authority)

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. We accept that the Authority/Employer/Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn out Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us; or
 - (b) Having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
 - (i) Failure of use to furnish the Performance Security and Additional Performance Security, if required in accordance ITB/Terms of the Bid Document, or
 - (ii) Fail to agree to the decisions of the contract negotiation meeting or
 - (iii) Failure refuse to execute the Contract.

3. We understand this Bid Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or after the expiry date of the Bid validity.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

- In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
- Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

[Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all members to the Joint Venture that submits the Bid]

SCHEDULE - I

MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt....., Aged Years, S/O- At / P.O. / Dist-.....

AND

Second Party I Sri/Smt....., Aged Years, S/O- At / P.O. / Dist-
..... (Hereinafter called the Second Part) having H.T. / L.T. license registration No..... valid up to

AND WHEREAS the First Party of 1st part is the managing partner of

“.....”

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

1) That, the First Party shall receive payment, signing the bill the document for the concerned work.

In witness where of both the party have signed in presence of

WITNESS

W₁ -

W₂ -

APPROVED for 30 (Thirty) pages only