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Office of the Panchayat Samiti, Laxmipur

E-mail Id.: - ori-laxmipur@nic.in

Phone No.: - 06855-268518

Letter No: 1045/2023

Date: 10/05/2023

CORRIGENDUM

In a partial correction to the tender call notice no.915/2023, dated.28.04.2023 of this office, it is hereby informed that the amount to be deposited as EMD mentioned against the project “Repair & Maintenance of CHC Laxmipur of Laxmipur GP” should be read as Rs. 2,72,990/- instead of Rs. 13,64,955/- as previously mentioned. And the last date for apply the tender (through online mode only via Tender Odisha Site (<http://tenderodisha.gov.in>)) has also been extended to 15.05.2023 up to 5.00 PM. The Tender will be opened on dtd.16.05.2023 (Tuesday) at 11.30 AM at the Video Conferencing Hall, Panchayat Samiti, Laxmipur. All the other terms & condition of the Tender Call notice (915/2023, dated.28.04.2023) will be same.

Sl. No	Name of the work	Est. Cost (Rs.)	Amount put to tender (Rs.)	EMD (in Rs.)	Cost of tender paper (Rs.)	Class of contractor	Time of completion (in calendar months)
1	2	3	4	5	6	7	8
Amo Hospital (1 st Phase)-2023-24							
1.	Repair & Maintenance of CHC Laxmipur of Laxmipur GP	3,31,15,000/-	2,72,99,093/-	2,72,990/-	10,000/-	“B” & “A” Class	06 (Six) Months

NB: please refer to (<http://tenderodisha.gov.in>) for apply the tender and also for additional information

Block Development Officer, Laxmipur
Laxmipur, Koraput



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Office of the Panchayat Samiti, Laxmipur

E-mail Id.: - ori-laxmipur@nic.in

Phone No.: - 06855-268518

Letter No: 915/2023

Date: 28/04/2023

TENDER CALL NOTICE

The Block Development Officer, Laxmipur invites percentage rate (%) sealed tenders in conformity with the Tender Call Notice (TCN) from the registered contractors of State PWD / M.I / Irrigation / Rural works / CPWD / PHD for the following works under Laxmipur Block to be eventually drawn in PWD P-1 / F-2 agreement as detailed below. The amount put to tender and bid security may be changed and confirmed at the time of selling of tender documents.

Sl. No	Name of the work	Est. Cost (Rs.)	Amount put to Tender (Rs.)	EMD (in Rs)	Cost of tender paper (Rs.)	Class of contractor	Time of completion (in calendar months)
1	2	3	4	5	6	7	8
15 th CFC Health Sector / 2021-22							
1.	Const. of Block Public Health Unit at CHC Laxmipur	48,00,000/-	34,05,791/-	34,100/-	6,000/-	C & B Class	05 (Five) Months
PM-ABHIM-(2021-22) / 2022-23							
2.	Const. of Day Care Sub Centre Building at Bandikar of Burja GP	46,00,000/-	31,24,182/-	31,300/-	6000/-	C & B Class	04 (Four) Months
Amo Hospital (1 st Phase)-2023-24							
3.	Repair & Maintenance of CHC Laxmipur of Laxmipur GP	3,31,15,000/-	2,72,99,093/-	13,64,955/-	10,000/-	B & A Class	06 (Six) Months

NB: (<http://tenderodisha.gov.in>)

Block Development Officer, Laxmipur, Koraput

TERMS AND CONDITIONS: -

- 1) The details of work including the **estimated cost, tender value, EMD, required class of contractor, completion time, cost of tender paper, place of selling of tender paper etc.** are **available in the website 'http://www.drdakoraput.org' or 'http://www.koraput.nic.in'**. The bidders have to deposit required amount toward cost of the tender.
- 2) Tender documents for the individual work may be either obtained from the office of the Block Development Officer, Laxmipur on payment of cost (**non-refundable**) of the tender paper in shape of **Bank Draft/Bankers cheque** drawn on any nationalised bank in favour of **Block Development Officer, Laxmipur/** the Tender Documents may be downloaded from the NIC website Koraput (**'http://www.koraput.nic.in'**) and submit it along with **paper cost (non-refundable)** in shape of **Bank Draft/Bankers cheque** drawn on any nationalised bank in favour of **Block Development Officer, Laxmipur**.
- 3) The tenderer can apply the tender papers **through online mode only** from **dtd.02.05.2023 to dtd.11.05.2023** up to **5.00 PM** via **Tender Odisha Site (http://tenderodisha.gov.in)**. The tender papers received after stipulated date and time will not be considered. No tender papers will be received **other than online mode**. The tender papers shall be opened on **dtd.12.05.2023 at 11.30PM (Friday)** onwards in the **Video Conference Hall of Block Development Officer, Laxmipur** in presence of the bidders or their authorised representatives having written authorization for the purpose.
- 4) **All documents should be self-attested.**
- 5) The following documents should be furnished along with the tender papers failing which the tender is liable for rejection.
 - a) **EMD** duly pledged in favour of **Block Development Officer, Laxmipur**
 - b) **Money receipt** of **TCN** shall be enclosed in original.
 - c) **No relation certificate with any committee members** should be furnished.
 - d) Self-attested copy of the **contractor registration certificate**
 - e) Signed copy of **TCN** and **Tender Schedule** duly filled and signed by the tenderer
 - f) Self-attested copy of **PAN card and valid GSTIN, GST Reg. Certificate, ITCC, Latest GST Return & IT Return**.
 - g) An **affidavit** in support of the authenticity of the documents including EMD should be attached with tender paper.
 - h) The **Engineering contractor** desirous of availing exemption of EMD should submit an **affidavit** to the effect that he has not availed exemption of EMD facility more than three times in the current financial year.
 - i) **SC/ST contractor** desirous of availing price preference over General category contractors should submit an **affidavit in support of caste certificate and attested copy of recent caste certificate (within one year for other than SC/ST)**.
 - j) The tender paper **with any false information or documents provided by any contractor** will immediately be rejected and legal action will be taken against them.
 - k) The **name of the Work / Project** should be written on the top of the envelop clearly

- 6) Contractors with prior experience may furnish documents to show past performance.
- 7) Bidders should furnish EMD of appropriate value as per **Column-5** against the particular work only in shape of a separate **Demand Draft/NSC/KVP/TDR/STDR/Post Office Saving Bank Account/Post Office term Deposit/Term deposit from any Nationalized Bank** duly pledged in favour of the **“Block Development Officer, Laxmipur”**. One EMD should be made for one work only. Separate EMD should be made for separate work. In no case one EMD should be utilized for more than one work.
- 8) **Addl. Performance security** shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as **Additional Performance Security (APS) in shape of Demand Draft/ Term Deposit Receipt** pledged by the contractor **before agreement** in favour of the **Block Development Officer, Laxmipur** otherwise **the bid shall be cancelled** and the **Security deposit shall be forfeited**. Further, proceeding for blacklisting shall be initiated against bidder as per works department office memorandum No.14299, dated 03.10.2017
- 9) All the tenders **where rate quoted is ‘15% and above’** than the scheduled rate will be rejected.
- 10) The detailed list of successful bidders against each work will be displayed in the notice board. The successful bidders will collect the letter of acceptance from the office of the undersigned within **seven days from the date of declaration of list of successful bidders** on the notice board in order to avoid postal delay for early execution of the work. No further claim will be entertained for non-receipt of the acceptance letter,
- 11) The EMD amount is to be forfeited if the successful tenderer backs out/ refuses from the offer of acceptance of tender by the competent authority. EMD shall also be forfeited if the tenderer withdraws his/her bid during the tender period.
- 12) The cover containing the tender paper should be super scribed at the top **“Tender work for Panchayat Samiti, Laxmipur”** or the **Name of the work should be mentioned clearly**.
- 13) The tender papers will be received through **registered post/ Speed Post / by hand** only. No tenders will be received by courier services or any other mode. **The undersigned will not be held responsible for any delay in postal service or any discrepancies as such.**
- 14) In case of shortfall of any required documents, the tender papers are liable for rejection.
- 15) Since the works are time bound programme, the tenderers have to complete the same within the specified time, failing which; penalty of 10% will be imposed as per OPWD code.
- 16) Provisions of OPWD code as well as instructions and guidelines of Govt. of Odisha are applicable.
- 17) The tenderer has to show **his original documents (Contractor license, PAN card, GSTIN, GST certificate, caste certificate in case of SC/ST/Engineering contractor license (for engineering contractor etc.) at the time of opening of the tender papers.**
- 18) The quoted percentage rate should be mentioned clearly in **figures and in words**.
- 19) The authority reserves the right to reject any or all the tenders without assigning any reason thereof.



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Office of the Panchayat Samiti, Laxmipur

DEAILED TENDER CALL NOTICE

1. Sealed tender in conformity with detailed tender call notice to be eventually drawn in form of the PWD F-2 agreement and will be received up to **11.05.2023 4.00 PM** by the **B.D.O., Laxmipur** for **03 (three) works** at the tender amount published vide tender call notice **No.915 /2023,Dtd.28.04.2023** from Govt. registered contractors of PWD/ WR/RWD/NH wings of Class “A”, “B”, “C” & “D” will be opened at **11.30AM of 12.05.2023 (Friday)** in presence of the tenders or their authorized with representative who are requested to (by the BDO, Laxmipur) to present in the **Video Conference Hall, Panchayat Samiti, Laxmipur**.
2. The tenders shall please note that, the works shall have to be completed within the time limit given in the Tender Call Notice noted above commencing from the date of issued written order. The authority for acceptance of tender shall rest absolutely with tender committee Panchayat Samiti, Laxmipur.
3. Tenderers are required to pay **earnest money @ 1% (One percentage) of the amount put to tender** (rounded off to hundred) as mentioned in the Tender Call Notice in shape of TDR Deposit receipt of Nationalized Bank/ KBP/ NSC/ Post Office Time Deposit (Valid for minimum one year from the date of receipt) Post office savings Bank Pass Book dully pledged with BDO, Laxmipur must accompanied the tender, failing which the tenders will be summarily rejected. The earnest money to be refunded to the unsuccessful tenderers on application without any interest after acceptance of the tender and the same shall be retained in case of successful renderers’ and shall carry no interest.
4. The details of work including the estimated cost, Tender Value, EMD required, Class of Contractor, Completion time, Cost of Tender Papers etc. are available in the office of the Panchayat Samiti, Laxmipur and the Plan, Specification and Special condition of the work may see from the **Asst. Exe. Engineer** in the office of the **Panchayat Samiti, Laxmipur** during working hours.
5. **The BDO, Panchayat Samiti, Laxmipur** reserves the right to reject any or all the tenders received without assigning any reason. The tenders whose tender is selected for acceptance shall be intimated within a period of seven days upon written intimation being given to him of acceptance of the tender shall deposit the initial security amount equal to that of EMD and sign the agreement in the percentage rate of contract form of the PWD. The initial security deposit with the earnest money and the amount withheld from successive work bills according to the provision of the percentage rate contract shall be retained as security deposit. Failure to execute the agreement and required deposit of the security as above shall be entitled for future of the earnest money. No tender shall be finally accepted unless the required amount of security amount deposited. The written agreement to be entered into between the contractor and the BDO, Laxmipur shall be the foundation of the right of both the parties and the contract shall be deemed to be complete until the agreement has first bill signed by the contractor and then by the BDO, Laxmipur in the manner as aid down in OPWD Code. The BDO, Laxmipur shall accept the security deposit in shape of Bank Draft/ Cash/ NSC etc. drawn in favour of the BDO, Laxmipur in any nationalized Bank of Post Office as the case.

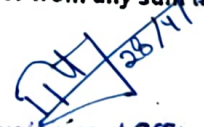
Signature of the Contractor


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may be and payable at Laxmipur. The document/receipt shall be furnished to the B.D.O. Panchayat Samiti, Laxmipur.

6. Performance Security shall be deposited by the Bidder, If the bidder quoted their rate less than the scheduled amount, they should deposit the less amount i.e. difference between amount quoted by the contractor and the amount put to tender in shape Demand Draft/ Banker's Cheque of any nationalized bank in favour of B.D.O. Panchayat Samiti, Laxmipur along with tender document.
7. The tender of defaulting contractors (leaving the earlier works of Panchayat Samiti, Laxmipur incomplete and those contractors whose progress on Panchayat Samiti, Laxmipur works are unsatisfactory within the stipulated scheduled period) will not be considered till completion of the earlier works awarded by this Panchayat Samiti, Laxmipur.
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. The work need to commence immediately after award of tender. Penalty of 3% of total tender value will be imposed if work does not commence within one week. The authority reserves the right to award the tender to 2 bidder (at L1 rate), if the work does not commence with two weeks of awarding the tender.
10. One 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.
11. Both E.M.D. & I.S.D. shall be refunded to the successful tender after 01 year of completion of works provided that all defects if pointed out by Engineering Staff are rectified. However, the security deposit will be refunded only after audit, which is being deducted from time to time in all running as well as final bills.
12. The Percentage Rate shall be quoted in words and figures. 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.
13. The Contractor shall be responsible for payment of royalties or other charges for quarrying materials. All local taxes including state sales tax 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.
14. The tender shall not be considered unless the tenderer encloses true copies of PAN Card and Sales Tax Clearance Certificate along with his tender and original certificate are to be produced before the B.D.O. Panchayat Samiti, Laxmipur at the time of sale of tender papers.
15. If the contractor removes any materials or stock supplied to him from the site of the work with a view to dispose of the same dishonestly or for any other reason without written permission of the B.D.O. Laxmipur he shall in addition to any other liabilities civil or criminal arising out of such removal, liable to pay a penalty equivalent to give times rate of the materials or stock so removed according to the stipulated rate and the penalty so imposed shall be recovered from the Contractor from any sum that may then

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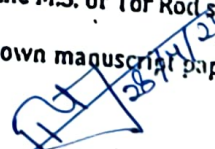
- be immediately due or any time there after becomes due to the contractor or from his security.
16. The contractor shall be fully liable to indemnify the Panchyat Samiti's payment of any compensation under workmen compensation Act VIII of 1923 on account of worker employed by him and the full amount of compensation paid shall be recovered from the contractor.
 17. 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 Panchyat Samiti 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.
 18. The length and sizes of M.S. or Tor Rods are to be procured by the contractor and should be SAIL Brand and the same be procured as per the direction of Engineer-in-Charges.
 19. All reinforced cement concrete work shall conform to the detailed standard specification and shall be of proportion as per design with the specification mentioned in the tender schedule and mixed in Concrete Mixture, compacted with Vibrator. All items of work shall be executed in accordance with the detailed standard specification of Orissa as followed by State PWD (Roads & Buildings).
 20. Shuttering and centering shall be with seasoned Sal wood planks inner wide of which shall be lined with suitable shuttering made leak proof and tight including false work as directed or alternatively steel shuttering and centering shall be used.
 21. The selected contractor may take delivery of departmental supply of materials according to his need for the work issued by the Assistant Engineer./ Junior Engineer of the work on written application by the contractor or in the intent from. The contractor shall make all arrangements for storage of materials and pay watchmen etc., shall be borne by him. The Panchyat Samiti, is not responsible at site. Once the materials are issued to the contractor, he shall be responsible for any loss, damage theft etc., till the materials are fully utilized in the work to the full satisfaction of the Assistant Engineer/Junior Engineer. If the contractor stops or slows down the progress of work under any pleas whatever, he shall be liable to pay, the full penalty under relevant clause of the item rate contract.
 22. For the purpose of the jurisdiction, in the event of dispute if any, the contractor shall be deemed to have been into within the Laxmipur Block Area and it is agreed that neither party to the agreement will be competent to bring any suit with regards to the matter covered by this contract at any place outside Block Development Officer, Laxmipur.
 23. It is contractor's 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.
 24. 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.
 25. The Contractor shall not interfere with the execution of water supply or electrical fittings and other works entrusted to any other agency by the Panchyat Samiti at the time during the progress of work if the works are not included in the agreement.

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26. 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.
 27. The contractor shall at his own cost make water supply for all work and make sanitary arrangements for his labour campus. The Contractors shall also arrange adequate lighting arrangement for night work, wherever at his own cost.
 28. Boiling 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.
 29. All the quantities mentioned in the schedule for building works are combined for ground and multistoried floors (in case of multistoried building) and the rate shall be through out the same.
 30. Cement Concrete in roof slab, beams, lintels, foundation, abutments, piers etc., wherever prescribed by Engineer-in-Charges shall be executed strictly as per the direction of Engineer-in-Charge.
 31. 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 Block Development Officer, Laxmipur for such extra item or quantity of work.
 32. The Contractor must follow the fair wages clauses as introduced by the State Government.
 33. Except as otherwise provided in the contract, all quotation and disputes relating to the meaning of the specification, designs, drawings and instructions contained therein and as to the quality of workmanship of materials use in the work, or as the any other question claim right, matter of anything whatsoever of any arising out of the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the tender committee. The award of the Tender Committee shall be final, conclusive and binding on all parties to this contract.
 34. The contractors shall arrange at his own cost, necessary tools and plants as may be required for the efficient execution of the work and the rates quoted should be inclusive of the running and hire charges of such tools and plants.
 35. The Contractor shall submit to the Panchyat Samiti office monthly return of the labour both skilled and un-skilled employed by him on the work. In case of non-payment, contractor is solely responsible in the labour court.
 36. No part of the contract shall be sublet without written permission of the Block Development Officer, Laxmipur or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
 37. No tender documents shall be sold to the intending bidder on the date of opening of the tender.
 38. If any further necessary information is required the Block Development Officer, Laxmipur will furnish such information but it must be in order and according to instructions.
 39. 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.
 40. No contractor shall be permitted to furnish his tender in his own manuscript papers or latter pads.

Signature of Contractor


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41. 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.
42. Every tender is accepted, 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 along with the tender for approval of Block Development Officer, Laxmipur while executing the work.
43. The Contractor shall have to furnish no relation certificate along with the tender as per proforma is Annexure-I.
44. Tenders shall be deemed valid and hold good till 180 days from the date of obtaining of tenders.
45. After completion of the work, the contractor shall arrange at his own cost all requisites and equipments for testing for the work of building and roads and culverts etc., if found necessary and bear the entire cost of such test.
46. Tenderers are required to submit a list of important works executed by them in the State of Orissa in the prescribed form enclosed herewith accompanied by a certificate from the concerned authority of the work in respect of satisfactory and timely completion of the work.
47. 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.
48. 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.
49. The tenderer may quote reasonable rate carefully so that amount quoted should not be unworkably low or too high.
50. The Panchyat Samiti reserves the right to reject any or all tenders received without assigning any reason whatsoever. The Panchyat Samiti also reserves the right accept any tender without assigning any reasons to other tenders.
51. The Engineer-in-Charges shall have the power to make any alternations in or addition to the original specification, drawing, designs and instructions that may appear by his to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with any instruction, which may be issued to the contractor after being signed by the Engineer-in-Charges and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do the manner, above, specification as part of the work shall be carried out by the contract on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-Charges shall be conclusive as to such proportion, and if the additional work included any class of work shall be carried out at the rate entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such mentioned class of work is not entered in the schedule of rate of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-Charges of the rate which it is his intention to charge for such class of work and if the Engineer-in-Charges of the rate which it is his intention to charge for such class of work and if the Engineer-in-Charges does not agree to this rate,

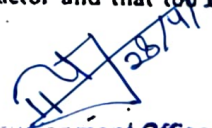
Signature of Contractor

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he shall notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as may be consider advisable provided always that the contractor shall commence work of any expenditure in regard thereof before the rates shall have been determined as lastly here in before mentioned when and in such case he shall only be entitled to be paid in respect of the determination of the rate as aforesaid according to such rate of determination of the rate as shall be fixed by the Engineer-in-Charges. In the event of dispute, decision of the chairman of the Panchyat Samiti will be final.

52. Tenderers are required to go through each clause of the percentage rate contract from of the Panchyat Samiti carefully in addition to the clause herein before tendering.
53. Rates quoted should be fairly reasonable. Rates containing abnormal superfluous and unworkable are liable for rejection.
54. 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.
55. Standard Public Works Department specification of the Govt. of Orissa will be followed in executing the work.
56. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order commence work is issued to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay the compensation and amount that equal to 1/3rd percent on the amount of the estimated cost if the whole works shown by the tender for every day that the whole work remain un commenced or during the execution of the work the contractor shall be bound, in all case in which the time allowed for any work exceed on month, to complete one fourth to whole of the work before three fourths of such times has lapsed in the event of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent of the said estimate cost of the whole work for every day that the due quantity of work remains in complete provided always that the entire amount for compensation to be paid under provisions of this clause shall not exceed 10 percent on the estimated cost of work as shown in the tender.
57. Chairman, Panchayat Samiti, Laxmipur who is the Chairman of the Tender Committee for Panchyat Samiti, Laxmipur reserves the right to blacklist any contractor for improper execution of work or importunate progress of work.
58. Measurement will be taken and payment will be made for M.S.Rods and reinforcement grills as per the actual length and weight of M. S. Rods utilized in works. The weight of binding wires and cut pieces will not be considered for payment.
59. 3.5% ("B", "C" & "D" Class) 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 Panchyat Samiti for tar felting.
60. 2.26% of each bill shall be deducted on gross value towards income tax deposit, where the contract exceeds Rs.10,000/-.
61. No monetary compensation will be entertained on account of natural calamities like cyclone, earth quake, flood and heavy rain fall etc., but suitable extension of time may be granted by on consideration of the application of the contractor and that too only on

Signature of Contractor


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valid reasons. No escalation claim will be entertained during the time period and extension period.

62. The earth work for roads will be done & assessed as per the actual pit excavated or by section measurement on actual level section taken by the Engineer-in-charges of the work.
63. Rubble Stone, boulders, rough stone, soling stones and over size metals measured by volume of closely packed stacks. $\frac{1}{6}$ of the volume for voids will normally be deducted from closely packed stacks. For loosely packed stacks percentage of voids will be determined on actual observation and deducted as assessed at site by Engineer-in-Charges.
64. 12.50% will be deducted from metal and moorum towards void. The box heaps of 1.50x1.50x0.50m to be measured as one cum. similar measurement to be adopted for gravel stacks and voids deducted. The rates should be excluding voids.
65. 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.
66. Road Roller should be arranged by the Contractor at his own cost for consolidation work. Hire and running Charges of the roller shall be borne by the Contractor.
67. Maintaining traffic, cutting trenches from road side lines and watching, providing signals and providing diversion road etc and maintenance for them till completion of work should be done by the contractor at his own cost.
68. It is contractor responsibility to correctly demarcate the road alignment, centre line and edge line of the road and formation width metalling width and soling width and fencing line etc., for execution of work as directed by the Assistant Engineer/Junior Engineer. All expenditure in connections with T&P instruments materials etc., required for this purpose shall be borne by the Contractor.
69. 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.
70. Compacted thickness as of soling stone and metal including consolidation of fill materials for which no claim for extra payment shall be entertained.
71. Only clean hand broken stone chips or Crusher broken chips shall be allowed for R.C.C Work as the case may be as stated in Tender Schedule or as directed by Engineer-in-Charges.
72. Five percent will be deducted for voids of chips of size 6mm and above.
73. The 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.
74. If the contractor quotes abnormal low rates for any item and the Department decides to accept him tender, the Deptt. Would have discretion of withholding the differential cost, between such highly low rates items and schedule of rates from their first, payment due against other items till such low rate items are executed.

Signature of Contractor

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75. 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 the Govt. for approval. However, tender committee is the final authority on the matter for forward the tender documents in such cases of excess.

76. No empty Cement Bags will be taken back by the B.D.O. Laxmipur and the cost of the same will be recovered from the bill.

77. Engineer Contractor will be availed 3 Nos. of works without E.M.D in a financial year and exemption of the E.M.D should be entered in the Original Contractor Registration Certificate as per Works Department letter No.FA-R-11/201-10003 dated 24.05.2001.

78. To rescind the contract (of which recession notice in writing to the contractor under the hand of the accepting authority shall be inclusive evidence) 20% value of the left over work will be realized from the contractor as penalty.

79. Engineering contractors or ST & SC contractors those availed the Govt. facilities for execution of contract should submit an affidavit with the Tender Documents that they should not sublet the work to any other contractor or person, otherwise their tender will be liable for rejection. If the successful contractor allowed to subletting the work to other contractor or person, they should be penalized and blacklisted.

80. On road works/ irrigation works the contractor make the diversion of road at his own cost if needed.

80(Eighty items) only.

Signature of Contractor



(ANNEXURE-I OF CLUSE NO. 42)

NO RELATIONSHIP CERTIFICATE

01. Certified that I am/we are not related to any officers of Panchayat Samiti, Laxmipur in the rank of Junior Engineer and above, any officer of the rank of Asst. Secretary and above in the Panchayat Raj Department and I am/ We are also aware that the facts subsequently proved to be false my/our contract will be rescind with forfeiture of E. M. D. and total 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 with the tender will render my/our tender liable for rejection.

Signature of the Contractor

Signature of Contractor

14/28/4/25
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Laxmipur, Koraput
Laxmipur

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[To be filled by the Contractor]

01. Name of the Contractor :
02. Permanent Address :
03. Present Address :
04. Telephone No :
05. Designation of the License Issuing Authority :
06. (a) Date of Issue of License. (Enclose :
Attested Xerox Copy of License)
(b) Category of License :
07. Valid of License : Upto
08. Pan Card No. (Enclose Attested Xerox :
Copy of Pan Card)
09. Valid VAT Clearance Certificate (Enclose :
Attested Xerox Copy of STCC)
10. E.M.D. Pledged : Rs...../- in shape of
..... in favour of B.D.O.
Panchayat Samiti, Laxmipur.

Signature of the Contractor

Signature of Contractor

Block Development Officer
Laxmipur, Koraput

NOTES:-

01. The Contractor should not write anything excepting quoting of percentage and in any case anything else regarding tender rate is mentioned, the tender is liable for rejection.
02. Strike out which are not applicable.
03. Percentage quoted by the Contractor shall be accurately filled in figures and words, so there is no discrepancy.
04. If any discrepancy is found in the percentage quoted in words and figures then the percentage quoted by the Contractor in words shall be taken as correct.
05. The percentage quoted in the tender without mentioning excess or less will be treated as excess.
06. The Contractor will write percentage excess or less up to two decimal points only. If he writes the percentage excess or less up to three or more decimal points, the first two decimal points shall only be considered with out rounding off.

For Official Use Only:

- | | | |
|-------------------------------------|---|--|
| 01. Earnest Money Deposit | : | Furnished / Not Furnished. |
| 02. Valid License | : | Attested Copy Furnished / Not Furnished. |
| 03. Pan Card | : | Attested Copy Furnished / Not Furnished. |
| 04. Valid VAT Clearance Certificate | : | Attested Copy Furnished / Not Furnished. |

Signature of Contractor

Block Development Officer
Laxmipatna Koraput