

PANCHAYATI RAJ DEPARTMENT, ODISHA , BHUBANESWAR
PANCHAYAT SAMITI: JEYPORE

Identification No.01 of 2021-2022 of B.D.O,JEYPORE

No. 3072 /2021 Dated, 04.12.2021

The Block Development Officer, JEYPORE invites % **Rate of bids** on behalf of Governor of Odisha in conformity with the terms and conditions of D.T.C.N. from the eligible civil contractors as mentioned in column (4), registered with the Odisha State Govt. and contractors of equivalent grade/class registered with Central Govt. The amount put to tender and bid security may be changed and confirmed at the time of available of tender documents. The bidders may participate for any bids or all the following works.

Sl. No	Name of the Work	Amount put to Tender (Approx. In Lakhs)	Class of Contractor	Cost of Tender Paper with 5% VAT	E.M.D. (Bid Security) In Rs	Period of Completion (Calendar Month)
1	2	3	4	5	6	7
01.	Construction of Mission shakti Bhawan at Jeypore Block	31,57,557	"C" & "B"	6000/-	31,600/-	06 Months
02.	Const. of Day care PHC at PHC Putra	68,93,875	"B" & "A"	10,000/-	Bid security declaration	06 Months
03.	Const. of Day care PHC at PHC Konga	68,93,025	"B" & "A"	10,000/-	Bid security declaration	06 Months

Terms & Conditions:

01. The details of work including the Tender paper, E.M.D. required, Class of Contractor, Completion of time, Cost of Tender Paper etc are available on the Panchayat Samiti, JEYPORE from **06.12.2021 to 27.12.2021**.
02. The Cost of tender paper in shape of Bank Draft/Bankers cheque (drawn in any Nationalized Bank in favour of B.D O JEYPORE. Payable at State Bank of India, JEYPORE should be enclosed with the tender document in separate envelope mentioning cost of tender paper.
03. Sealed tender in complete shape will be received from **07.12.2021 to 27.12.2021 up to 1.00 PM** in the office of the Panchayat Samiti, JEYPORE through Registered Post/ Speed Post (Working day only). Tender received by post after the stipulated date and time mentioned above will not be considered. Further that No tenders will be received by hand or by courier service. The undersigned will not be responsible for any delay in postal service.
04. The tender shall be opened on **27.12.2021 at 3.00 PM onwards** in the office chamber of the B.D.O,JEYPORE in presence of the Bidders or their authorized representatives having written authorization for the purpose.
05. **The following documents should be furnished with the Tender papers failing which the tender is liable for rejection:**

- i) Cost of Tender Paper in shape of Bank Draft in favour of B.D.O,Jeypore.
- ii) Earnest Money Deposit declaration should be submitted as per prescribed proforma.
- iii) Attested copy of Contractor Registration Certificate
- iv) Attested copy of PAN Card / VAT clearance certificate for the year 2020-2021.
- v) The bidders have to produce an affidavit in support of the authenticity of documents with the tender paper.
- vi) As per the OPWD Manual, The individual contractors who are graduate or diploma holder in Engineering and registered in appropriate class shall be allowed to tender by depositing 50% of the earnest money for works up to permissible limits of the license of the engineer contractor during agreement as a successful bidder. This preference shall be given in maximum of 3 tenders in a financial year for an individual Engineer Contractor. On this regards the Engineering contractors should submit an affidavit on the fact of availing award of three numbers of works with 50% exemption of EMD during the financial year 2021-2022, otherwise their tender will be liable for rejection.
- vii) As per the OPWD Manual, A price preference up to 10% may be allowed in favour of individual SC/ST contractors. Such price preference shall be given for an individual SC/ST Contractors. Those SC/ST Contractors desirous for availing price preference should submit an affidavit in support of caste certificate and Attested copy of Caste Certificate issued by Competent Authority, otherwise their tender will be liable for rejection.
- viii) The name of the work should be mentioned in the Affidavit.
- ix) 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.
- x) APS shall be obtained from the successful bidder who has quoted less rate then the tender value i.e 1. Below 5% - No APS, 2. From 5% and above and below 10% - (50%

of difference between tender value and quoted value), 3. From 10% and above and above - (150% of difference between tender value and quoted value).

06. Successful bidder must be accompanied with Earnest money deposit (Bid security) of the amount specified for the work in shape of T.D.R. Deposit receipt of Schedule Bank/National Savings Certificate/Post 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, Jeypore must accompany the tender. Otherwise their tender will be liable for rejection.
07. Successful bidder shall be deposited the performance security in shape Demand Draft/ Banker's Cheque of any nationalized bank in favour of B.D.O,Jeypore at the time of agreement. 1. Above 5 % and below 10 %, the bidder deposit the 50 % difference amount. 2. From 10 % and above, the bidder requires to deposit 150 % of difference amount as per office memorandum No.4559/W, Dtd. 05.04. 2021 of Commissioner-cum-Secretary to Govt. Works Deptt. Odisha. Any other forms of performance security will not be accepted. **No exemption for deposit of APSD @ 50% to SC/ST Contractor.**
08. If the date of opening of the tender as specified above happens to be holidays, then the process of opening will be shifted to immediate next working day at the same specified time and venue respectively without further notice.
09. The EMD & Additional Performance Security Deposit of the Successful Contractor are 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.
10. Shortfall of any required documents, the tender paper is liable for rejection.
11. Since the works are time bound programme, the tenderers have to complete the work within the stipulated time period of completion. Those who are unable to complete the work within the time, up to 10% penalty will be imposed on the whole amount.
12. One Registered Cover should contain Tender Papers for One Work Only. If tender papers for more than one work are found in a Single Registered Cover, then all the tender documents will be rejected.
13. The successful bidder has to produce his Original Documents (License, PAN Card / VAT clearance certificate/Caste Certificate/ Engineering Contractor License etc) at the time of Agreement for verification.
14. Successful Tenderer will have to submit their work programme for timely completion of the work within the stipulation of period of completion at the time of agreement.
15. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.


**Block Development Officer,
Jeypore**

Signature of Contractor

No. Of correction:.....

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**Block Development
Officer, JEYPORE**

DETAILED TENDER CALL NOTICE

1. Sealed tenders in conformity with detailed tender call notice to be eventually drawn in from of the PWD F-2 Agreement and will be received up to **1.00 PM on 21.12.2021** by the Block Development Officer,Jeypore and will be opened on **21.12.2021 at 3.00 PM ONWARDS** in presence of the tenderers or their authorized agents by the B.D.O,Jeypore.
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, Jeypore. No late tenders will be considered.
3. Successful bidder must be accompanied with Earnest money deposit (Bid security) of the amount specified for the work in shape of T.D.R. Deposit receipt of Schedule Bank/National Savings Certificate/Post 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, Jeypore must accompany the tender. Otherwise their tender will be liable for rejection. The earnest money shall be refunded of the successful tenderer and shall carry no interest which will be released after 1year 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,Jeypore 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 himfor 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-1contract form. The initially security deposit with the earnest money and the amount deducted from successive work bills according to the provisions of the P-1contract 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 deem to be incomplete until the agreement has first signed by the contractor and then by the B.D.O,Jeypore 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 Banktra/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, Jeypore or Bank Draft of any Nationalized Bank payable at Borugumma. The document/receipt shall be furnished to the B.D.O, Borugumma.
6. **The Successful bidder will submit the Labour License at time of drawal of Agreement or before execution of work. Otherwise their payment of work bill will not be made.**
7. Performance Security shall be deposited by the successful bidder in shape Demand Draft/ Banker's Cheque of any nationalized bank in favour of Block Development Officer, Kotpad at the time of afreement. 1. Above 5 % and below 10 %, the bidder deposit the 50 % difference amount. 2. From 10 % and above, the bidder requires to deposit 150 % of difference amount as per office memorandum No.4559/W, Dtd. 05.04. 2021 of Commissioner-cum-Secretary to Govt. Works Deptt. Odisha. Any other forms of performance security will not be accepted. **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.**

Signature of Contractor

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**Block Development
Officer, JEYPORE**

10. Additional Performance Security Deposit of the contractor will be release after execution of the Agreement and APSD of the successful Contractor will be released after closing of agreement. Both E.M.D. & I.S.D. shall be refunded to the successful tenderer after 01 year of completion of works provided that all defects if pointed out by Engineering Staff are rectified. However the security deposit, which is being deducted from time to time in all running as well as final bills will be refunded only after audit provided that all defects if pointed out by Engineering Staff are rectified.
11. The Item Rate shall be quoted both in words and figures, Otherwise the tender will be liable for rejection. In case of discrepancy between Words & Figure, the Item rate quoted in words will be treated as final.
12. 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.
13. 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,Jeypore at the time of Agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The contractor shall make water supply for all work and make sanitary arrangements for his labour camp at his own cost. The Contractors shall also arrange adequate lighting arrangement for night work, wherever required at his own cost.
22. 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.
23. 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,Jeypore for such extra item or quantity of work.

Signature of Contractor

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Block Development
Officer, JEYPORE

24. The Contractor must follow the fair wages clauses as introduced by the State Government.
25. 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.
26. 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.
27. No part of the contract shall be sublet without written permission of the BDO,Jeypore or transfer is made by power of attorney authorizing other to receive payment on the contractor's behalf.
28. No tender documents shall be available to the intending bidder on the date of opening of the tender.
29. If any further necessary information is required the BDO,Jeypore will furnish such information but it must be in order and according to instructions.
30. 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.
31. No contractor shall be permitted to furnish his tender in his own manuscript papers or latter pads.
32. 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.
33. 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,Jeypore before executing the work.
34. 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**.
35. 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
36. 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.
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	=1 No
02.	Concrete Mixer	=2 No
03.	Niddle Vibrator	=2 No
04.	Centering & Shuttering Plate (Wooden or Steel)	2400 SQFT
05	Plate vibrator	2 Nos

38. If the contractor does not have the above materials as per **Clause-37** 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 alongwith 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.

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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 Orissa will be followed in executing the work.
47. Collector, Koraput who is the Chairman of the Tender Committee for BDO,Jeypore 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" & "D" 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. 1 % to 2 % of each bill shall be deducted on gross value towards income tam deposit, where the contract exceeds Rs.1,00,000/-.
50. 2 % GST of each bill shall be deducted on gross value and 6% OGST, 6% IGST to payment after obtaining of the bill/vouchers.
51. 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.
52. 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.
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 i.e 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. 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.

Signature of Contractor

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Block Development
Officer, JEYPORE

58. 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 merits of rest bid and more than one bid is quoted at 14.99 % less than the tendered value, the authority will finalize the tender through transparent lottery system in presence of bidder of their representatives.
59. The bidder should follow the COVID guide lines during execution of the work.

TOTAL 59 (Fifty-nine) CLAUSES ONLY

(ANNEXURE-I OF CLUSE NO. 34)

NO RELATIONSHIP CERTIFICATE

01. Certified that I am/we are not related to any officers of BDO. of the rank of Junior Engineer and above, any officer of the rank of Addl. Secretary and above in the P.R, Development 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

(ANNEXURE-II OF CLUSE NO. 5 XI)

WORK EXPERIENCE CERTIFICATE FURNISHED BY THE CONTRACTOR

Certified that I/we have executed the following important works details of which are given as per the proforma below:

Sl. No.	Name of the Work	Location	Tender value of the work	Time of completion	Name of Organization etc. in which jurisdiction the work accepted.
1	2	3	4	5	6

Signature of the Contractor

(ANNEXURE-III OF CLUSE NO. 37)

CERTIFICATE FOR TOOLS AND PLANTS AS WELL AS CENTERING MATERIALS

I/we hereby certified that the following Tools & Plants/Machineries are in my/ our possession in running condition and to be utilized for the above tender work at the time of execution.

01.	Water Tanker	
02.	Concrete Mixer	
03.	Niddle Vibrator	
04.	Centering & Shuttering Plate (Wooden or Steel)	
05.	Plate vibrator	

I/we also note that non submission of this certificate/ Affidavit as per Clause-46 with tender document, the tender will be liable for rejection.

Signature of the Contractor

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