Government of Orissa

OFFICE OF THE MUNICIPAL COUNCIL, MALKANGIRI

Odisha, Pin -764045 *Ph:* - 06861-230244 e-Mail: - eomalkangiri@gmail.com

Lt. No. 2067/ Dev / 2022 **Dated:- 27/07/2022**

Tender Call Notice

1. The Executive Officer, Malkangiri Municipality, Malkangiri on behalf of Governor of Odisha invites for bidders of eligible class registered with the State Govt. and bidders of equivalent grade/ class registered with central Govt./ MES/Railways according to norm of procurement system in offline mode for the following works:-

Sl	Name of the work.	Approx. Estimate Cost Rs.	Class of Contractor	Tender Paper Cost
1	*2*	*3*	*5*	*6*
1	Construction & Erection of Gantry Welcome Gate towards Jeypore Road, Ward No-08, Malkangiri Municipality	984000.00	C & D	4000.00
2	Construction & Erection of Gantry Welcome Gate towards Balimela Road, Ward No-09, Malkangiri Municipality	984000.00	C & D	4000.00
3	Construction & Erection of Gantry Welcome Gate towards Sukma Road, Ward No-01, Malkangiri Municipality	984000.00	C & D	4000.00
4	Construction & Erection of Gantry Welcome Gate towards Motu Road, Ward No-19, Malkangiri Municipality	984000.00	C & D	4000.00
5	Restoration of power supply to MCC Campus at MV-02, Malkangiri Municipality	409189.00	HT	2000.00

2. The Bid documents & DTCN will be available in the **NIC, Malkangiri portal from 10 AM on Dt. 27/07/2022 to Dt. 03/08/2022 up to 5 PM for offline bidding.**
3. The Bid documents most be reached from **27/07/2022** to on or before **5PM of dtd. 04/08/2022** by **Regd. Post/ Speed Post** only.
4. The bid received offline shall be opened on **11 AM of dtd. 05/08/2022**
5. Name and Address of the Officer inviting Bid: Executive Officer, Malkangiri Municipality.

Sd/-
Executive Officer
Malkangiri Municipality

Memo No. 2068 **Dated:- 27/07/2022**

Copy Submitted to the Under Secretary to Govt. In I & PR Deptt.,Odisha, Bhubaneswar for favour of kind information with a request to publish the above content in one Odia Daily News Paper and one English News Paper for one day only and submit the bill in duplicate for making necessary payment at this end.

Sd/-
Executive Officer
Malkangiri Municipality

Memo No. 2069 **Dated:- 27/07/2022**

Copy submitted to the DIO, NIC, Malkangiri with a request to publish in the District Portal for wide publication.

Sd/-
Executive Officer
Malkangiri Municipality

MALKANGIRI MUNICIPALITY

GOVERNMENT OF ODISHA

(HOUSING & URBAN DEVELOPMENT DEPARTMENT)

DETAILED TENDER CALL NOTICE (DTCN)
FOR
BID IDENTIFICATION No. – EOMKG01/2022-23

GOVERNMENT OF ODISHA
WORKS DEPARTMENT
* * * * *

OFFICE MEMORANDUM

No.07556900052021 4559 /W., Bhubaneswar, Dated. the 5-4-2021

Subject:-Additional Performance Security in case of Abnormally Low Bids (ALBs).

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

3. In view of the above, the State Government is pleased to fix the following rate 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)

4. This shall take effect from the date of issue of this Office Memorandum.

5. The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Governor,

Krishan Kumar 5/4

(Dr. Krishan Kumar)
Commissioner-cum-Secretary to Government

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

GOVERNMENT OF ODISHA
WORKS DEPARTMENT
*****

No.07556900052021(Pt.)- 5984 /W., Dated 27-04-2021

OFFICE MEMORANDUM

Subject: Bid Security / Earnest Money Deposit (EMD)

As per amendment to Para 3.5.19 (a) (b) of OPWD Code, Volume-I, Security for the due fulfilment of the contract should invariably be taken. The security may be taken in the shape of N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Bank Guarantee in favour of the Divisional Officer from any Nationalised / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among vendors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of vendors to bid in tenders and hence reduce competition. Besides, Government of India have made provision in Rule-171 of General Financial Rule, 2017 asking the bidders for executing a "**Bid Security Declaration**" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specific in the tender documents.

3. Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to COVID-19 pandemic, it is hereby decided that **no provisions regarding Bid Security should be kept in the Bid Documents and only provision for "Bid Security Declaration" should be kept**. Further, wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalize the tender.

4. These instructions shall be deemed to be a part of OPWD Code and Rules made there under.

5. **The above instructions will be applicable for all the tenders issued till 31.12.2021**.

By order of Governor,

27/4

(Dr. Krishan Kumar)
Commissioner-cum-Secretary to Government

Memo No. 5985 /W., Dated 27-4-21

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha/Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

27/04/2021

FA-cum-Additional Secretary to Government

S/C

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION-01
TENDER FOR WORK

(To be filled in by the Tenderer)

I/We hereby tender for the execution for the Malkangiri Municipality of the work specified in the enclosed memorandum at the rates given in the price bid and will complete the said work in all respects within the period as specified in the Detailed Tender Call Notice and in accordance with the specifications, designs and drawings and other documents referred to therein and such other written instructions as may be given by the Malkangiri Municipality from time to time for duly carrying out of the said works and with such materials as are provided for in accordance with the conditions and special conditions here to attached. I/We have inspected the work site and studied its conditions, labour, materials and have understood the tender implications fully.

I/We hereby agree to abide by fulfill all the terms and provisions of the said conditions and special conditions of the contract annexed hereto or in default thereof to forfeit and pay to the Malkangiri Municipality the sums of money mentioned in the said conditions and in the event of such default the transaction effected by this tender shall cease and determine.

Signature of Tenderer / Contractor
Seal

Dated.....

Witness 1 :

Name : .....

Address :.....

Occupation : .....

Witness 2 :

Name : .....

Address : .....

Occupation :.....

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION-02

MEMORANDUM

(*To be filled in by the contractor during signing of agreement)*

1.	**Name of the work**	
2.	**Estimated Cost**	
3.	**Accepted tender Value.**	
4.	**Earnest Money Deposit**	
5.	**Percentage to be deducted from each R/A Bill As security deposit :**	
6.	**Time allotted for completion of the work (from the date of written order to commence):**	
7.	**Date of written order to commence**	
8.	**Total number of items of work tendered for (as per schedule attached here to).**	

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION-03

ACCEPTANCE OF THE TENDER

(To be filled in by Executive Officer, Malkangiri Municipality)

The above tender is hereby accepted for Rs……/- (Rupees……) only by me on behalf of the Malkangiri Municipality.

Executive Officer,
Malkangiri Municipality
(Signed on behalf of the Malkangiri Municipality)

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

OFFICE OF THE MUNICIPAL COUNCIL, MALKANGIRI

Ltr. No. 2070/ Dev/2022 **Date:- 27/07/2022**

Procurement Notice

BID IDENTIFICATION No.- EOMKG01/2022-23

1. The Executive officer, Malkangiri Municipality, Malkangiri, Odisha invites Percentage Rate bids in offline mode for the Civil works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (five) for execution of Civil Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid.
2. **The bidders may submit bids for the following works:**

Sl. No.	Name of the work.	Approx. Estimate Cost in Rupees	Class of Contractor	Tender Paper Cost
1	*2*	*3*	*5*	*6*
1	Construction & Erection of Gantry Welcome Gate towards Jeypore Road, Ward No-08, Malkangiri Municipality	984000.00	C & D	4000.00
2	Construction & Erection of Gantry Welcome Gate towards Balimela Road, Ward No-09, Malkangiri Municipality	984000.00	C & D	4000.00
3	Construction & Erection of Gantry Welcome Gate towards Sukma Road, Ward No-01, Malkangiri Municipality	984000.00	C & D	4000.00
4	Construction & Erection of Gantry Welcome Gate towards Motu Road, Ward No-19, Malkangiri Municipality	984000.00	C & D	4000.00
5	Restoration of power supply to MCC Campus at MV-02, Malkangiri Municipality	409189.00	HT	2000.00

3. Bid documents consisting of specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website **www.malkangiri.nic.in**
4. Bids must be accompanied by:-
   i) Tender paper Cost (Colm-6) in shape of Demand Draft/ Bankers Cheque drawn in favour of Executive Officer, Malkangiri Municipality payable at Malkangiri, of any nationalized bank.
   ii) Bid Security/ Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of Executive Officer, Malkangiri Municipality payable at Malkangiri, any nationalized bank.(Submitted Bid Security Declaration given in Schedule-D)
5. The Bid documents will be available in the website **www.malkangiri.nic.in** **from 10.00 A.M on Dtd. 27/07/2022 to Dtd. 03/08/2022 up to 5.00 P.M** for offline bidding.
6. Bids shall be received only offline on or before Dtd. **03/08/2022 up to 5.00 P.M**

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

7. Original bid documents, Affidavit, Bid Security Declaration for EMD (Schedule-D), Paper Cost, Copies of Valid Registration Certificate (Licence), Caste Certificate, GSTIN Registration Certificate (Form-6) and PAN card shall be submitted to this office through Registered Post/Speed Post only **from 10.00 AM on Dtd. 27/08/2022 to Dtd. 04/08/2022 up to 5.00 PM** for each work in a separate sealed cover on working days failing which the bid will be rejected.
8. Bids received offline shall be opened on **Dtd. 05/08/2022 at 11.00 A.M** in the Office of the Executive Officer, Malkangiri Municipality in the presence of tender committee and bidders or their representative who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the website. If the Office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue as per availability of the Internet.
9. The tender paper shall have to be submitted in a seal covered for each work separately. In the front of the sealed cover **"EOMKG01/2022-23 FOR CIVIL WORK MALKANGIRI MUNICIPALITY"** only is to be super scribed without mentioning the name of the work.
10. The Paper cost has to be paid by each bidder in shape of Demand Draft/ Bankers Cheques drawn in favour of Executive Officer, Malkangiri Municipality payable at Malkangiri, at any nationalized bank.
11. **Affidavit (From Executive Magistrate):-**
    The tenderer should be submitted an affidavit from Executive Magistrate for validation of all the documents produced in the tender along with their tenders, failing which the tenders will be rejected.
12. **GUARANTEE UNDERTAKING: -**
    The successful bidder should be submitted work guarantee Undertaking for satisfaction operation and trouble-free service for a period of 05 (Five) year from the date of completion. Any defect noticed during this period shall be made good by the Contractor/supplier of his/her own cost and such defects are attributed to faulty design, workmanship and bad materials used. For this a Guarantee Undertaking shall be furnished, otherwise the security amount will be forfeited.
13. For SC / ST and Engineering contractors, a price preference as per OPWD Code may allowed and also, he /she should submit the original SC/ST/Engineering license and other necessary documents at the time of opening of tender for verification.
14. The bidders participating through tender process are must submitting the required tender Paper Cost and E.M.D (Submitted Bid Security Declaration given in Schedule-D) as per Letter No.5984 dtd. 27.04.2021 of Works Department, Government of Odisha (See in the Page No-2), failing which he / she will be debarred from participation of any tender works in the Malkangiri Municipality for next 3 (Three) years.
15. Report on penalty charge against default contractor @ 0.5 % (Zero point Five Percent) per week of the uncompleted portion of the work subjected to a maximum of 10% (Ten percent) per week of the estimated cost of uncompleted work.
16. Additional Performance Security (APSD) shall be obtained as per Letter No.4559 dtd. 5.4.2021 of Works Department, Government of Odisha (See in the Page No-1).
17. Submission of Additional Performance Security is mandatory irrespective of any category of Contractors including SC/ST/Engineering contactors.
18. The successful bidder should be submitted the labour registration certificate on this particular work from the District Labour Officer, Malkangiri at the time of agreement.
19. The time of completion of the work shall be 180 Days for Building with Estimated cost less than 20 lakh from the date of issue of work order.

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

20. The time of completion of the work shall be 330 Days for Building with Estimated cost more than 20 lakh from the date of issue of work order.
21. The time of completion of the work shall be 60 Days for Drain, Road, Other work with estimated cost Less than 20 lakh from the date of issue of work order.
22. The time of completion of the work shall be 90 Days for Drain, Road, Other work with estimated cost more than 20 lakh from the date of issue of work order
23. The tenderer should be submitted a copy of valid registration certificate along with their tenders, failing which the tender will be rejected.
24. Other details can be seen in the DTCN.
25. The Authority reserves right to cancel any or All Bids without any Notice thereof.
26. This is the urgent nature of work. Those who are capable to complete the work within the completion period mention above, they should kindly participate in this bid.
27. Any writing mistake may corrected by the Authority.

Sd/-
Executive Officer
Malkangiri Municipality

Memo No. 2071 **Date:- 27/07/2022**

Copy submitted to the DIO, NIC, Malkangiri with a request to publish the notice in the District Portal for wide publication.

Sd/-
Executive Officer
Malkangiri Municipality

Memo No. 2072 **Date:-27/07/2022**

Copy Submitted to the Addl. Chief Engineer-cum-Inspector of Local Works, PH Circle, Bhawanipatna / Municipal Engineer / Jr. Engineer No.I,II for information and necessary action.

Sd/-
Executive Officer
Malkangiri Municipality

Memo No. 2073 **Date:- 27/07/2022**

Copy forwarded to PA to the Collector, Malkangiri/ P.D. DUDA, Malkangiri / Addl. Dist. Magistrate, Malkangiri / PA, ITDA, MKG / Executive Engineer, R & B Div., MKG / Sub-Collector, MKG / Tahasildar, MKG / BDO, MKG / TCS, Bhubaneswar for information and necessary action with a request to exhibit the same in their Office Notice Board for wide publicity.

Sd/-
Executive Officer
Malkangiri Municipality

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION 04
GENERAL INFORMATION

1.1 Name of the Work:
As mentioned in the Tender Notice and in the DTCN.

1.2 Tender Documents and Cost:
The Valid Firms / Companies / Registered contractors fulfilling the eligibility criteria can down load the tender paper from the website www.malkangiri.nic.in as mentioned in tender call notice

1.3 Date of Sale of Tenders:
The tender documents will be sold during the period as indicated in the tender Call notice.

1.4 Site Inspection by Tenderer:
Before tendering for the works, the tenderer must acquaint and satisfy himself fully on the site conditions, all information included herein, all limitations and official regulations at the site of work etc. Failure to comply with the above requirements will not relieve a tenderer of his obligations and no claim what-so-ever shall be entertained on the ground of ignorance of site or other conditions prevailing in the area. Any further data required during the execution of the scheme shall be ascertained by the contractor at his own cost. The offer should cover all costs required to suit to the site conditions etc.

1.5 Registration Certificate
Tenderers are required to a valid registration certificate and submit a copy of Registration Certificate along with their tenders failing which their tenders will not be considered.

1.6 Additional Performance Security (APSD) shall be obtained as per Letter No.4559 dtd. 5.4.2021 of Works Department, Government of Odisha (See in the Page No-1).

1.7 GST Clearance Certificate:
Tenderers are required to submit a copy of valid GST Clearance Certificates (Form-6) & PAN card along with their tenders, failing which their tenders will not be considered. The copies of GST Clearance Certificates shall have to be authenticated.

1.8 Tender Language:
The tenders shall be made in English language only. All other information such as documents and drawings supplied by the tenderer will also be in English language.

1.9 No Claim for Cancellation of Tenders:
No claim shall be entertained towards any expenses made by any tenderer for submission of the tender in case of cancellation, deferment, rejection or withdrawal of the tender.

1.10 Corrections in Tenders:
Tenders containing alterations and overwriting are liable to be rejected. Any corrections made by the tenderer must be authenticated duly by dated initials of the authorized signatory of the tenderer.

1.11 Discrepancies:

In case of any discrepancy in the description of the items in this Detailed Tender Call Notice, the decision of the Executive Officer, Malkangiri Municipality shall be final, binding and conclusive for the purpose of this contract.

1.12 Validity of Tender:

The tender submitted shall remain valid for 180 days from the date of opening of the price-bid and may be extended at the discretion of the tenderer, if so needed by the Executive Officer, Malkangiri Municipality.

1.13 Execution of Agreement:

The successful tenderer (hereinafter called the contractor) shall execute an agreement with the Executive Officer, Malkangiri Municipality within 7 days of issue of letter of intent (LOI). In case this is not complied with the LOI shall be cancelled with forfeiture of EMD, Additional performance security.

1.14 Affidavit (From Executive Magistrate)

Tenderer are required to submit an affidavit from Executive Magistrate for validation of all the documents produced in the tender along with their tenders, failing which their tenders will not be considered.

1.15 GUARANTEE UNDERTAKING

The successful bidder should be submitted work guarantee Undertaking for satisfaction operation and trouble-free service for a period of 05 (Five) year from the date of completion. Any defect noticed during this period shall be made good by the Contractor/supplier of his/her own cost and such defects are attributed to faulty design, workmanship and bad materials used. For this a Guarantee Undertaking shall be furnished, otherwise the security amount will be forfeited.

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION- 05
CONDITIONS OF CONTRACT

2.1 The party whose tender is accepted hereinafter called the contractor is to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specification taken together, which are to be signed by the Executive Officer, Malkangiri Municipality, here in after called the Executive Officer and the contractor whether the same may or may not be particularly described in the specification or shown on the drawing provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the Executive Officer is to decide which shall be followed.

2.2 The contractor is to set out the whole of the works in conjunction with an officer to be deputed by the Executive Officer and during the progress of the works to amend on the requisition of the Executive Officer any errors which may arise therein and provide all the necessary labour and materials for doing. The contractor is to provide all plant labour and materials (with the exception noted in Schedule) which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor is to leave the works in all respects clean and perfect at the completion thereof.

2.3 The contractor shall not employ for the purpose of this contract any person not below the age of 18 years, and shall pay to each labourer, for the work done by such labourer, fair wages. Fair wages means wages whether for time or piece work. Prescribed by the State P.W.D. provided that where higher rates have been prescribed under the minimum wages Act, 1948, wages at such higher rates should constitute fair wages.

The Executive Officer shall have the right to enquire into and to decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighbourhood.

The Officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor whether the age below of 18 years or not and to refuse to allow any labourer below the age of 18 years employed by the contractor.

2.4 Complete copies of the drawing and specifications signed by the Executive Officer and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the Executive Officer. The Contractor is not to sublet the works or any part thereof without the permission of Executive Officer.

2.5 The Executive Officer is to have at all times access to the works which are to be entirely under his control. He may require the contractor to dismiss any person in

the contractor's employ upon the works who may be incompetent or misconduct himself and the contractor is forthwith to comply with such requirements.

2.6 The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Executive Officer to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Executive Officer or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Executive Officer and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate. The drawing in respect of which this contract is drawn up provide for a minimum depth of foundation for good soil as specified in the plans. Any extra depth will be measured as an extra when the foundation trenches have been opened up and will be paid for in addition to the sum contracted for the completed work.

2.7 Any authority given by the Executive Officer for any alterations or addition in or to the works is not to vitiate contract but all additions omissions or variations made in carrying out the works are to be measured and valued and certified by the Executive Officer and added to or deducted from the amount of the contract as the case may be at rates in accordance with the sanctioned schedule of rates in force at the time when the particular item of work was commenced. In those cases in which rates do not exist, the Executive Officer will fix the rates to be paid and his decision shall be final.

2.8 All works and materials brought and left at site by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the Malkangiri Municipality and the same are not to be removed or taken away by the contractor or any other person without the special permission in writing of the Executive Officer.

2.9 The Executive Officer has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default, the Executive Officer is to be at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Executive Officer is also to have full power to require other proper materials to be substituted and in case of default, the Executive Officer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceeds of such rejected materials when necessary, the balance, if any, being kept in deposit in the contractor's favour.

2.10 If in the opinion of the Executive Officer any of the works have been executed with improper materials or defective workmanship, the contractor is then required by the Executive Officer forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Executive Officer is to have full power to employ other to re-execute the work and the cost thereof shall be borne by the contractor.

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

2.11 Any defects, shrinkage or other faults which may appear within 5 (Five) years from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the Executive Officer to be amended and made good by the contractor at his own cost unless the Executive Officer for reasons to be recorded in writing shall decide that they ought to be paid for and in case of default, the Malkangiri Municipality may recover from the contractor the cost of making good the works.

2.12 From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Malkangiri Municipality harmless from any claims for injuries to persons or labour or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or of any one of his employees during the execution of the works.

2.13 The Executive Officer is to have full powers to send workmen upon the premises to execute fittings and other works not included in the contract for whose operations the contractor is to afford every reasonable facility during ordinary working hours provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the Contract but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.

2.14 The contractor is to commence work comprised in this tender immediately on receipt of orders to commence from the Executive Officer. The whole work, including all such additions and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the Executive Officer), shall be completed in every respect within stipulated period, from the date of the aforesaid orders to commence and if from any cause whatever other than wilful obstruction or default on the part of the Executive Officer or his staff and except as hereinafter provided, the whole of such work shall not be finished to the satisfaction of the Executive Officer within the said period, the contractor shall forfeit EMD, APSD, SD and pay to Malkangiri Municipality by way of ascertained and liquidated damages for each default and not by way of penalty 0.5% (zero point five percent) per week of the uncompleted portions of the work to a maximum of 10% (ten percent) of the estimated cost of the work, interim delay not subject to scrutiny, per day for every complete day of such default and the amount of such damage, if any, may be deducted by way of set-off from any unpaid portion of the amount due under the contractor or otherwise recovered from the contractor and shall be brought into account by the Executive Officer when settling the contractor's accounts for his final certificate hereinafter provided for . And further, to ensure progress during the execution of the works, the contractor shall be bound in all cases in which the time allowed for any works exceeds one months, to complete one-forth of the whole of the works before one-fourth of the whole time allowed under the contract has elapsed; one-half of the works, before one-half of the whole time has elapsed and three-fourths of the works, before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay the damages of as aforesaid of 0.5% (zero point five percent) per week of the uncompleted portion of the work

subject to a maximum of 10% (ten percent) of the uncompleted work, interim delay not subject to scrutiny, per day for every complete day of such default and amount of such damages may be deducted in the way as stated above. Provided nevertheless thus if in the opinion of the Executive Officer that the contractor is entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement weather or causes not under the control of the contractor it shall be competent for the Executive Officer by an order in writing to extend the aforesaid period or periods for final completion of the whole work or of portions of the work as aforesaid by such period or periods as he shall deem reasonable and the contractor is to complete the works within such extended period or periods as aforesaid provided that the contractor shall not be entitled to any extension of time unless he shall within thirty days after the happening of the event in respect of which shall consider himself entitled to any extension, give to the Executive Officer, written notice of such claim to extension of time and of the ground or grounds and of the amount there of unless in any case the Executive Officer shall in his discretion dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time, the aforesaid provisions and amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time. Provided that Contractor shall not be entitled to any extension of time in respect of the extra work involve in the extra depth of foundation.

2.15 If the contractor shall become bankrupt or compound with or make any assignment for the benefit of his creditors or shall suspend or delay the performance of his part of the contract (except on account of cause mentioned in Clause 7-14 or in consequence of not having proper instructions for which the contractor shall have duly applied) the Executive Officer may give to the contractor or his assignee or trustee as the case may be notice requiring the works to be proceeded with and in case of default on the part of the contractor for a period of 7 days, it shall be lawful for the Executive Officer to rescind the contract, if necessary, and to enter upon and take possession of the work and to employ any other person to carry on and complete the same and to authorise him or them to use the plant, materials and property of the contractor upon the works and the costs and the charge incurred in any way in carrying on and completing the said works are to be paid to the Executive Officer by the contractor or may be set off by the Executive Officer against any money due or to become due to contractor. If the assignee or trustee of the Contractor proceeds with the work, the conditions of this contract shall be binding upon the said assignee or trustee.

2.16 **The Contractor shall be paid on the completion of each calendar month commencing form the date on which work is started a sum equal to 95 percent of total value of work done since the last payment according to the certificate of the Executive Officer. The remaining 5% will be retained by the Executive Officer as security for the due performance of Contract and Contractor shall not be entitled to get refund of his security after completion of the work & audit. The Executive Officer may however at his option refund at an earlier date such portion of the security as he may deem advisable. Provided always that no final or other Certificate is to cover or relieve the**

CONTRACTOR

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Executive Officer,
Malkangiri Municipality

Contractor from the liability under the provision of Clause-7.11, whether or not the same be notified by the time or subsequently to the granting of any such Certificate.

2.17 **A Certificate of the Executive Officer or an award of the referee hereinafter referred to as the case may be showing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed and that the contractor is entitled to receive payment of the final balance, but without prejudice to the liability of the contractor.**

2.18 **Materials & Workmanship**
The materials should confirm to the latest I.S. Specified and the workmanship should be of the best quality. Bidder should furnish dimensioned drawings, illustrative pamphlets and literature for the materials they offer along with the tender. The authorized dealership certificate, if any, should be furnished along with tender.

2.19 **TEST CERTIFICATE**
The test certificate from the Manufactures shall be furnished for scrutiny and approval well in advance of dispatch of materials.

2.20 **INSPECION**
The authorized inspection officer after certifying the work, it will be treated as completed.

2.21 **ACCEPTANCE**
The successful bidder on receipt of the work order / letter of intent should intimate its acceptance within 7 (Seven) days of receipt of order, failing which the order will be automatically stand cancelled with forfeiture of earnest money deposit and APSD as applicable.

2.23 CANCELLEATION OF THE TENDER
The authority reserves the right to alter the tender quantity and reject / accept any or all tender or split the tender among the bidders without assigning reason thereof.

2.22 **JURISDICTION OF THE COURT OF ODISHA**
Suits if any, rising out of the contract shall be filled by either parties in any court of Law to which the jurisdiction of the High Court of Odisha extend. The Bidder who does not adhere to this clause will be rejected.

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SECTION-06
SPECIAL CONDITIONS OF CONTRACT

3.1 Action where no Specification is mentioned:

In the case of any class of items of works, for which no specification is mentioned, such work(s) shall be carried out in accordance with the detailed standard specifications of Odisha as followed by the State PWD/PHD and in the event of there being no specification, in such case the said item of work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

3.2 Workmen Compensation Act VIII of 1923:

The Malkangiri Municipality shall be entitled to recover in full from contractor any amount that the Malkangiri Municipality may be liable to pay under Workman's Compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

3.3 Jurisdiction in the Event of Dispute:

That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the Municipal Council and it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place.

3.4 Lighting & Sanitary Arrangement:

Lighting & Sanitary arrangement and supply of drinking water will be made by the Contractor at his own cost for his labour camp.

3.5 Payment of Duties, Levies & Taxes:

The Contractor shall bear all taxes including duties, levies, Central and State sales tax including work contract tax, entry tax, Income tax, royalties, fair weather charges, and tollages where necessary & Malkangiri Municipality shall not entertain any claim whatsoever in this respect. Statutory deduction of taxes as applicable shall be done from each running bill.

3.6 Site Clearance:

After the work is finished or completed, surplus materials and debris are to be removed by Contractor at his own cost and preliminary works such as vats, mixing platforms, level pillars, temporary sheds and go-downs etc. are to be dismantled and all such materials removed from site. The site involved in the construction activities should be cleared and dressed properly with outward slope away from the structure. After the work is completed in all respects as per the contract, the contractor shall vacate the site within three months from the date of completion & commissioning, by making good the damages if any.

3.7 Works to be carried out

The work to be carried out under the contract shall include all materials, labour, tools and plants, equipment and transport which may be required in preparation of and for in the full and entire execution and completion of the works. The description

given in the schedule of quantities/scope of work shall, unless otherwise stated, be held to include wastage on materials, carriage & cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

3.8 Sufficiency of Tender

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.

3.9 Rates:

The offer shall be inclusive of cost of all materials, labour, T&P, inclusive of all duties, levies, taxes of Central and State Government including Works Contract tax with surcharge, entry tax, tollages, royalties, packing and forwarding, transportation, insurance, loading & unloading, storage, watch and ward, delivery of the materials to the site etc. and all other expenses incidental thereto for successful completion, testing & commissioning of the work.

3.10 Transportation:

The contractor shall be responsible for the transportation of all materials, tools and plant, equipment and machinery to the work site as may be required at site.

3.11 Custody of the Materials:

The contractor shall be responsible for safe custody of the materials at site and the Malkangiri Municipality will not be responsible for any loss or damage of the property at site.

3.12 Construction Schedule:

The contractor shall submit a detailed work schedule in the form of Bar Chart along with his tender indicating the detailed break-up of the job. This will include all operations from procurement of materials to final testing at site to be indicated in detail with reference to the time period for each.

The construction schedule as submitted by the contractor shall be revised by the Executive Officer and approved with necessary modification if any after acceptance of the tender. The contractor shall furnish 6 copies of the approved schedule within a time to be intimated to him before draw of the agreement. The approved Bar Chart shall form a part of the agreement. This approved schedule shall be binding on the contractor.

3.13 Monitoring of the Project:

Time is the essence of the contract. The execution of the project shall be closely monitored to ensure that quality; cost & time of the project are not compromised in any manner.

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Executive Officer,
Malkangiri Municipality

The contractor shall submit monthly progress reports in a format as may be prescribed by the Engineer-in-charge. The monthly progress report shall be evaluated by the Executive Officer vis-à-vis the approved bar chart and any deficiency observed thereto shall be communicated to the contractor. The contractor shall have to make up the deficiencies within the specific time period communicated to him by the Executive Officer failing which the contractor shall be liable for action as per clause-8.25.

In addition, the contractor shall submit monthly, day wise work program one month in advance to Executive Officer to ensure speedy implementation of the work and effective monitoring at all levels. Failing to do so shall also invite action under clause 8.25.

3.14 Site Order Book:

A site Order Book shall be issued to the contractor by the Engineer-in-charge or his representative. The contractor shall keep this Book always at site and any special order or instruction to be issued to the contractor shall be recorded in this Book by the Engineer-in-charge or his representative. The contractor shall sign all orders and instructions as token of his knowledge about the same. The site Order Book shall be the property of the department but will remain during the period of the progress of the work with the contractor. The safe custody of the site Order Book during this period
shall be the responsibility of the contractor. After completion of the work, the Book shall be returned back by the contractor to the Engineer-in-charge, which will be enclosed in the final bill.

3.15 Unilateral stoppage of work:

Unilateral stoppage of work by the contractor without prior written permission of the Engineer-in-charge shall be considered as breach of contract and the Malkangiri Municipality reserves the right to take such actions as it may be deemed fit.

3.16 Damages to Persons and Property:

The contractor shall take every precaution not to damage or injure adjoining or other property of any persons. He shall indemnify and keep indemnified the employee against all claims for injuries or damages to any person or any such property (including surface or land or crops in site) which may arise out of or in consequence of any negligence or default on the representatives and against all claim, demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto. The council does not take any responsibility on this account.

3.17 Attention to Urgent Works:

If any urgent work in the opinion of Engineer-in-charge becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or be adjusted against any sum payable to him.

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Malkangiri Municipality

3.18 Safety Devices:

i) *Scaffolding*: Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

The Engineer-in-charge will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

ii) *Working platforms*: Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

iii) *Safe means of access:* Safe means of access shall be provided to all working platform and other working places.

iv) *Precaution against electrical equipment*: Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

v) *Preventing public from accident:* No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person.

vi) *Demolition*: Before any demolition work is commenced and also during process of work: a) all roads and open areas adjacent to the work site shall either be closed or suitably protected, b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged, c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding, d) no floor roof or other parts of the building shall be so over loaded with debris or materials as may render it unsafe.

vii) *Personal safety equipment*: All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.

viii) *Precaution against fire:* Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

3.19 Rescission of Contract:

Subject to other provisions contained in this clause the Executive Officer may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of

this contract or otherwise, and whether the date of completion has or has not elapsed, recommend the accepting authority to rescind the contract in any of the following cases:

i) If the contractor having been given by the Executive Officer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of the Executive Officer (which shall be final & binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Executive Officer.

iv) If the contractor fails to comply with the provisions of clause-8.15 & other relevant clauses mentioned elsewhere in this DTCN.

v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Officer.

When the contractor made himself liable for action under any of the cases aforesaid, the accepting authority (Executive Officer) shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of Executive Officer, shall be conclusive), 20% of the value of the left over work will be realized from the contractor as penalty.

3.20 Fair wages clause:

Clause 34(a) – The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labour for work done by such labour fair wages.

Explanation – "Fair Wage" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

The Executive Officer shall have the right to enquire into and decide any complaint alleging that the

wages paid by the contractor to any labour for the work done by such labourer is less than the
wages as per sub-paragraph-I above.

(b) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to laborers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the laborers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Officer or municipality engineer concerned shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

(e) The municipal governing buddy, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

3.21 Display of notices regarding wages, etc. -
The contractor shall –

(a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district which the work is done.

(b) Send a copy of such notices to the Engineer-in-charge of the work.

3.22 Payment of wages -
(1) Wages due to every worker shall be paid to him direct.
(2) All wages shall be paid in current coin or currency or in both.

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Executive Officer,
Malkangiri Municipality

3.23 Powers of Labour Welfare Officers to make investigation or enquiry -
The Labour Welfare Officers or any other persons authorized by the Government of Orissa on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

3.24 Report of Labour Welfare Officers -
The Labour Welfare Officer or others authorized as aforesaid shall such a report of the results of his investigation or enquiry to the Executive Officer concerned, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the laborers concerned.

3.25 Appeal against the decision of Labour Welfare Officer -
Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Officer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

3.26 Amendments -
The Government of Orissa may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Orissa in that behalf shall be final.

3.27 The terms and conditions of the agreement have been read by me/us and I/ we certify that I/We Clearly understand them and agree to abide by them.

Witness ***Signature of Contractor.***

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION-07
FORM OF AGREEMENT

Contract On……..

This indenture/agreement is made on the……..day of between Sri……aged……..years, son of Sri……..between Sri……At…… .P.S……State……..here in after called the contractor, which expression shall where the context so admits or in implies, be deemed to include his heirs, executors and administrators of the one part and the Malkangiri Municipality, represented by its Executive Officer /Municipal Engineer in this behalf which expression shall where the context so admits or implies, be deemed to including their successors in office and assignees of the others parts whereas the Malkangiri Municipality, required the execution of certain work for ……. …… (hereinafter called the said works) are more particularly described in the drawings and specifications here to annexed and also require the provisions of the necessary materials therefore and have caused the necessary drawings and specification and schedule of rates to be prepared and the contractor has delivered to the Municipality tender for the execution of the said work and the provisions and conditions here to attached. Hoe this indenture as follows:

In consideration of the convent for the payment by and on behalf of the Malkangiri Municipality. Here in after mentioned, the contractors hereby covenants with the municipal that he shall supply necessary materials and execute and complete in a thoroughly sound and complete workman like manner as per the direction of Municipal Engineer in charge and after wards maintain for the requisite period stated in the said condition all the works set out in the said specification and schedule of rates here to attached and in accordance in every respect with the requirements, stipulations general rules and directions and special conditions hereto attached.

In consideration of the covenant by the contractor hereinafter mentioned the Municipality hereby covenant with the contractor to pay to him for the execution construction or maintenance of the work as aforesaid according to the rates given in the Schedule of rates hereto attached and to the time and in the manner and subject to the addition hereto attached.

Signature of Contractor.

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

01. The documents which from part of the contract will be the Tender Notice, including corrigendum to Tender Notice, instructions to tenders, General conditions of contractor in special conditions of contract, particular specifications, drawing, schedule of quantities for the work and other documents constituting a Tender and acceptance thereof. It is further agreed that the work order No……. dated……shall constitute the contract between the parties.

02. In consideration of payments to be made to the contractor for the works to be excited by the contractor shall and will duly provide, execute and complete the said work on or before the dates mentioned in the time schedule of completion of work attached to the tender document s and shall preserve the same at his own cost during the contract mentioned or described or which are to be implied there forms or may be reasonable necessary for the completions of the work and the times and the manner subject to the terms and conditions or stipulations mentioned in the contract. It is made clear that time is the essence of this contract.

03. In consideration of the due provision, execution and completion of the said works, the Authority does hereby agree with the contractor that the Authority will pay the contractor the respective amount for the works actually done by him and such other sums as may, become payable to the contractor under the provision of the provisions of the contract. Such Payment is to be made at such mind and in such manner as .provided for in the agreement.

04. All disputes arising out of or in way connected with this agreement shall be deemed to have arisen at Malkangiri only and the courts at Malkangiri shall have the jurisdictions to determine the

05. The several part of this contract have been read by/to us and fully understood by us.

06. 1. Witness

07.

(Signature) ***Signature of Contractor.***
Name:

Address:

2. Witness
(Signature) **Executive Officer**
Name: **Malkangiri Municipality**

Address:

CONTRACTOR

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Executive Officer,
Malkangiri Municipality

SECTION-08
DECLARATION BY THE TENDERER:

1. **I have visited the site and have fully been acquainted myself with the local situation regarding materials, labour and the factors pertaining to the work before submitting the tender.**

2. **I have carefully studied the conditions of the contract specification and other documents of this work and I agree to execute the same accordingly.**

3. **I solemnly pledge that I shall be sincere in discharging my duties as responsible contractor and complete the work within the prescribed time limit. I shall submit detailed construction programme with target dates for various items and stages of work keeping in view the time limit and shall accordingly arrange for necessary labours, materials, and equipments etc., punctually. In case there are deviations from the construction programme, I shall abide by the decision of the Engineer-in-charge for revision of the programme and shall arrange for labour, materials, equipments etc**

4. **I shall follow all rules and regulations of the state in force with regard to engagement of labour for the work.**

5. **No one my relative (above the rank of Assistant Engineer) working in this office.**

6. **The documents furnished with the tender are correct to the best of my knowledge and belief and if any information found to be incorrect in future, the Department has the liberty to take any action as deemed fit.**

Signature of the Tenderer

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

SECTION – 09
SCOPE OF WORK

PART-I: GENERAL

1. Location: -

Town	**:**	**Malkangiri Municipality.**
District	**:**	**Malkangiri**
State	**:**	**Odisha**
Railway Station	**:**	**Jeypore (Koraput)**

2. Scope of Work

The scope of work shall cover Construction of Civil Works as detailed in DTCN.

3. Site Visit:

The tenderer shall inspect the proposed site at Malkangiri Municipality for his own cost and shall satisfy himself with regard to the nature and extent of the work involved, the actual facilities & shall collect any other information which may be required before submitting the tender. Any claim after awards by the tenderer shall not be entertained, on account of the ignorance of the site conditions.

4. Format Language and Units:

The language of all documents shall be in English. Units of measurement in the documents, on the drawings, and the submissions shall be in S.I/ Metric Units.

5. Construction & Erection Facilities:

Water, power, accommodation and storage of materials for construction, erection, fabrication at site shall be arranged by the contractor at his own cost. The power supply & consumption during the construction stage shall be the responsibility of the contractor & no extra payment shall be made on account of this.

6. Inspection & Testing:

For all materials, the contractor shall furnish Manufacturer's test certificate with each consignment. At site, Testing and inspection shall be carried out as per Indian standards/International Standards in presence of Engineer-in-Charge, contractor and manufacturer. The contractor shall detail out the codes and standards in accordance with which the testing shall be carried out.

Inspection by the Engineer-in-charge of the Department shall not relieve the contractor of his liability for rectifying the defects which may subsequently appear or be detected during testing and commissioning or subsequent operation. After rectification of the defects or replacement, the equipments shall be re-tested to the satisfaction of the Department.

All equipments, labour, tools & tackles, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain records of all the tests and furnish copies of the same to the Department.

Whenever untested materials are used, written permission from the Engineer-in-Charge shall be obtained. Manufacturer's test certificates shall be furnished by the contractor for such equipments and materials used.

The Department reserves the right to test any material at any of the reputed laboratories if necessity arises & the cost of such test(s) shall be borne by the contractor & rejected materials shall have to be replaced by the contractor by approved material at his own cost.

Schedule-A

BEFORE THE EXECUTIVE MAGISTRATE, ,DIST:- MALKANGIRI,ODISHA

AFFIDAVIT FOR AUTHENTICATION OF DOCUMENTS & DECLARATIONS

I Sri/Smt…….aged about ……years, S/o, D/o, W/o……resident of ……PO:- …… PS:-……in the district of Malkangiri, Odisha do hereby solemnly affirm on oath and stated as below

1. **That I possess a valid……Class License bearing Registration No…… Dated……for execution of works contract granted by ……and valid upto……..**
2. **That I am required to swearing this affidavit to be submitted before the Executive Officer, Malkangiri Municipality for participating tender for the work "……" Against the work Serial No……vide Bid Identification No…….. of Malkangiri Municipality.**
3. **That I am originally belongs to "……" by tribe as such a member of ……Community in the State of Odisha. The Cast Certificate issued by the Tahasildar,……vide Misc. No……dated……and I am eligible to get the benefit as per OPWD Codal Provision.(For ST/SC community)**
4. **That I am eligible to get the benefit of Engineering Contractor as per OPWD Codal Provision. (For Engineering Contractor)**
5. **That I am searing this affidavit that all tender documents i.e. Original bid document, Paper cost, Bid Security Declaration for EMD, Xerox copies of documents i.e. Contractor Registration Certificate, Caste Certificate, PAN card and GSTIN Registration Certificate (Form-06) those being submitted by me before the Executive Officer, Malkangiri Municipality in any shape are all genuine, authentication and bonafied documents in the eyes of law of land.**
6. **I hereby undertake that I will be arranged the required the quantity of Tool & Plant Materials including centering materials (Wooden or Steel) as advised by the Engineer-in-Charge at the time of execution of work , if I success the tender.**
7. **That I hereby certify that I am not related to any Officer to the rank of Asst. Engineer & above of Malkangiri Municipality. I am aware that, if the facts**

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Executive Officer,
Malkangiri Municipality

subsequently proved to be false, my contract will be rescinded with forfeiture of EMD and security deposit and I shall be liable to make good the loss or damage resulting from such cancellation. I also note that, non submission of these certificates will render my tender liable for rejection.

8. **If I succeed the tender work in my favour, I will not sublet to any other Contractor or Person without obtaining the written permission from the Tender Inviting Authority i.e. Executive Officer, Malkangiri Municipality.**
9. **I hereby distinctly and expressly, declare and acknowledge that, before the submission of my bid, I have carefully followed the instructions in the bid notice, conditions of the contract, Terms & Conditions(T&C) etc. and distinctly agree that I will not hereafter make any claim or demand upon the Executive Officer, Malkangiri Municipality based upon or arising out of any alleged, misunderstanding or misconception/or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.**
10. **I hereby certify that no criminal cases are pending against me at the time of submitting the bid.**
11. **I solemnly pledge that I shall be sincere in discharging my duties as responsible Contractor and complete the work in all respect within the prescribed time limit as specified in the Detailed Tender Call Notice & in accordance with the Specifications, Designs & Drawing which have been prepared by the Executive Officer/ Engineering Personnel, Malkangiri Municipality from time to time for duly carrying out of the said work and with such materials as are provided for in accordance with the conditions and Special Conditions. In case there are deviations from the construction programme, I shall abide by the decision of the Engineering-in- Charge for revision of the programme and shall arrange for labour, materials, equipments etc. if any type of hindrance/ natural calamity/Local Commotion occurrence at the of execution of work, I will be intimate the same within a fortnight to the Tender Inviting Authority for Time Extension as per provision made under OPWD Code.**

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

Schedule- B

UNDERTAKING FOR WORK GUARANTEE

I Sri/Smt…….aged about ……..years, S/o, D/o, W/o……..resident of ……..PO:- …… PS:-……..in the district of Malkangiri, Odisha do hereby solemnly affirm on oath and stated that, I guaranteed that for satisfaction operation and trouble free service for a period of 05 (Five) year from the date of completion. Any defect noticed during this period I shall be made good my own cost.

Signature of the Contractor

Witness: -

1. **Name:-**
   Address:-
2. **Name:-**
   Address:-
3. **Name:-**
   Address:-

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

Schedule- C

DECLARATION

CURRENT LITIGATION, DEBARRING /EXPELLING OF TENDERD

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

UNDERTAKING

1. **The undersigned also hereby certify that any of its constituent partners/I have abandoned any road/bridge/irrigation/building or other project work in India nor any contract awarded to us/me for such works have been rescinded during the last 5(five) years prior to the date of this bid.**
2. **The Undersigned hereby authorized and request(s) any bank, person, firm or corporation to furnish pertinent information as deemed necessary and as request by the department to verify this statement or regarding my (our) competency and general reputation.**
3. **The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at request of the department.**
4. **The undersigned is hereby undertake that all the documents furnished in the tenders are true and correct to the best of my knowledge. If the tender Inviting Authority found that any or all documents furnished by the undersigned is fake/false and fabricated, the tender will be liable for rejection and debarred to participate the Tender as per Codal Provision.**

Signature of the Contractor

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

Schedule- D

Bid Security Declaration

TCN No: _____ Date:_____

To

The Executive Officer,
Malkangiri Municipality

I, the undersigned, declared:

1. **that, according to your conditions, bids must be supported by a Bid-Security Declaration.**
2. **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 I am in breach of my obligation(s) under the bid conditions, because I;

a. **have withdrawn our Bid prior to the expire date of the bid validation specified in the letter of Bid or any extended date provided by me.**
b. **have been notified of the acceptance of our Bid by the Employer prior to the expire date the bid validity in the letter of Bid or any extended date provided by me.**
i. **Fail to refuse to furnish the Performance Security and Additional Performance Security. If required in accordance with the ITB /Terms of the Bid Document/ RFP, or**
ii. **Fail to agree to the decisions of the contract negotiation meeting or**
iii. **Fail to refuse to execute the Contract**

3. **I understand this Bid-Security Declaration shall expire, if I am not the successful Bidder upon the earlier of your notification of the name of the successful Bidder through award of contract; or after the expire date of the Bid validity.**

***In the case of the Bid submitted by joint venture specific 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 member to the Joint Venture that submits the bid)

Name of Bidder_____

Signature of the Bidder

Date:

CONTRACTOR

Sd/-
Executive Officer,
Malkangiri Municipality

TENDER SCHEDULE

Name of the work:-		Amount put to Tender	984000/-
Construction & Erection of Gantry Welcome Gate towards Jeypore Road, Ward No-08, Malkangiri Municipality		EMD 0 %	Nil
		Paper Cost	4000/-
		Class of Contractor	C & D
		Time of Completion	60 Days

Sl. No.	Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
1	Earth work excavation in foundation in hard soil with in intial lead and lift including rough dressing and levelling the bed.	8.10	Cum	195.38	1582.58
2	Filling in foundation with sand in foundation and plinth.well wattered.	0.45	Cum	428.58	192.86
3	C.C.(1:3:6) using 12 mm size H.G. metal well rammed with cost,conveyance,royalty,taxes of all materials and all labour, T&P, etc. complete.	0.68	Cum	4471.85	3040.86
4	R.C.C.(1:1.5:3) using 12 mm size H.G. chips with cost, conveyance, royality, taxes of all materials and all labour, T&P, etc. complete.	8.48	Cum	7486.22	63483.15
5	Supplying fitting & Placing uncoated HYSD bar reinforcement complete as per technical specification	4.24	Qtl	9067.54	38446.37
6	Providing and Erection of Over Head Signage Over a design support system of M.S.Angle as trusses as per structural design requirement and approved plans placing in position by mechanical means and as per direction of E.I.C	31.00	Qtl	8113.30	251512.30
7	Providing fitting and fixing of Aluminium composite panel(ACP) 4mm thick with Retro refrective sheeting type providing fitting & fixing of Aluminium composite (ACP) 4mm thick with retro reflective sheet typeXI (HIP) blue elatro cut film (ECF) over laying design including cost of all labour,T&P etc.complete	45.00	Sqm	13158.00	592110.00
8	Providing screw and revets including cost of all material etc complete	500.00	Nos	10.00	5000.00
9	Painting twocoat to wood or iron works with enamel paint over a coat of primer of approved shade and quality including sand papering and preparing the surface smooth including cost,conveyance and taxes of all materias and cost of all labour.scaffolding,sundries and T&P etc.	74.02	Sqm	200.20	14818.80

10	Providing Hire and Running Charges of Hydraulic tower crane for installation of HP retro reflective signage at a hight of 200 including cost,conveyance,royality,taxes of all materials labour T&P etc.complete asper the direction of EIC	20.00	Hrs	483.92	9678.40
11	Carriageof excavated/ over burden earth or dismantled debrises from the site and disposing off the same within 5km.lead by mechanical transportation inluding cost of all labour.sundries and T&P.etc.	8.10	Sqm	151.20	1224.72
12	20 mm thick C.P (1:6) over stone work including all cost, conveyance, labour, T&P etc.,	3.00	Sqm	213.43	640.29
13	Provision for Sign Board and Photographs LS	1.00	Nos	2265.04	2270.00
				Total	984000.33
				Say	**984000.00**

My quoted rate is……..% Excess / Less

in words (……..……..……..…..)

over the above amount put to tender.

Note

1. The contractor sholud not write any thing except quoting of percentage. If any thing else ,the tender liable for rejection.
2. The contrctor should write percentage excess or less upto one decimal point only . If more than
3. The contractor should be filled excess or less accurately in number and words .

Signature of the Contractor

Sd/-
Executive Officer
Malkangiri Municiplaity

TENDER SCHEDULE

Name of the work:-	Amount put to Tender	984000/-
Construction & Erection of Gantry Welcome Gate towards Balimela Road, Ward No-09, Malkangiri Municipality	EMD 0%	Nil
	Paper Cost	4000/-
	Class of Contractor	C & D
	Time of Completion	60 Days

Sl. No.	Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
1	Earth work excavation in foundation in hard soil with in intial lead and lift including rough dressing and levelling the bed.	8.10	Cum	195.38	1582.58
2	Filling in foundation with sand in foundation and plinth.well wattered.	0.45	Cum	428.58	192.86
3	C.C.(1:3:6) using 12 mm size H.G. metal well rammed with cost,conveyance,royalty,taxes of all materials and all labour, T&P, etc. complete.	0.68	Cum	4471.85	3040.86
4	R.C.C.(1:1.5:3) using 12 mm size H.G. chips with cost, conveyance, royality, taxes of all materials and all labour, T&P, etc. complete.	8.48	Cum	7486.22	63483.15
5	Supplying fitting & Placing uncoated HYSD bar reinforcement complete as per technical specification	4.24	Qtl	9067.54	38446.37
6	Providing and Erection of Over Head Signage Over a design support system of M.S.Angle as trusses as per structural design requirement and approved plans placing in position by mechanical means and as per direction of E.I.C	31.00	Qtl	8113.30	251512.30
7	Providing fitting and fixing of Aluminium composite panel(ACP) 4mm thick with Retro refrective sheeting type providing fitting & fixing of Aluminium composite (ACP) 4mm thick with retro reflective sheet typeXI (HIP) blue elatro cut film (ECF) over laying design including cost of all labour,T&P etc.complete	45.00	Sqm	13158.00	592110.00
8	Providing screw and revets including cost of all material etc complete	500.00	Nos	10.00	5000.00
9	Painting twocoat to wood or iron works with enamel paint over a coat of primer of approved shade and quality including sand papering and preparing the surface smooth including cost,conveyance and taxes of all materias and cost of all labour.scaffolding,sundries and T&P etc.	74.02	Sqm	200.20	14818.80

10	Providing Hire and Running Charges of Hydraulic tower crane for installation of HP retro reflective signage at a hight of 200 including cost,conveyance,royality,taxes of all materials labour T&P etc.complete asper the direction of EIC	20.00	Hrs	483.92	9678.40
11	Carriageof excavated/ over burden earth or dismantled debrises from the site and disposing off the same within 5km.lead by mechanical transportation inluding cost of all labour.sundries and T&P.etc.	8.10	Sqm	151.20	1224.72
12	20 mm thick C.P (1:6) over stone work including all cost, conveyance, labour, T&P etc.,	3.00	Sqm	213.43	640.29
13	Provision for Sign Board and Photographs LS	1.00	Nos	2265.04	2270.00
				Total	984000.33
				Say	**984000.00**

My quoted rate is……..% Excess / Less

in words (……..……..……..…..)

over the above amount put to tender.

Note

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2. The contrctor should write percentage excess or less upto one decimal point only . If more than one decimal point is write , then only first decimal point should be cosidered.
3. The contractor should be filled excess or less accurately in number and words .

Signature of the Contractor

Sd/-
Executive Officer
Malkangiri Municiplaity

TENDER SCHEDULE

Name of the work:-	Amount put to Tender	984000/-
Construction & Erection of Gantry Welcome Gate towards Sukma Road, Ward No-01, Malkangiri Municipality	EMD 0 %	Nil
	Paper Cost	4000/-
	Class of Contractor	C & D
	Time of Completion	60 Days

Sl. No.	Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
1	Earth work excavation in foundation in hard soil with in intial lead and lift including rough dressing and levelling the bed.	8.10	Cum	195.38	1582.58
2	Filling in foundation with sand in foundation and plinth.well wattered.	0.45	Cum	428.58	192.86
3	C.C.(1:3:6) using 12 mm size H.G. metal well rammed with cost,conveyance,royalty,taxes of all materials and all labour, T&P, etc. complete.	0.68	Cum	4471.85	3040.86
4	R.C.C.(1:1.5:3) using 12 mm size H.G. chips with cost, conveyance, royality, taxes of all materials and all labour, T&P, etc. complete.	8.48	Cum	7486.22	63483.15
5	Supplying fitting & Placing uncoated HYSD bar reinforcement complete as per technical specification	4.24	Qtl	9067.54	38446.37
6	Providing and Erection of Over Head Signage Over a design support system of M.S.Angle as trusses as per structural design requirement and approved plans placing in position by mechanical means and as per direction of E.I.C	31.00	Qtl	8113.30	251512.30
7	Providing fitting and fixing of Aluminium composite panel(ACP) 4mm thick with Retro refrective sheeting type providing fitting & fixing of Aluminium composite (ACP) 4mm thick with retro reflective sheet typeXI (HIP) blue elatro cut film (ECF) over laying design including cost of all labour,T&P etc.complete	45.00	Sqm	13158.00	592110.00
8	Providing screw and revets including cost of all material etc complete	500.00	Nos	10.00	5000.00
9	Painting twocoat to wood or iron works with enamel paint over a coat of primer of approved shade and quality including sand papering and preparing the surface smooth including cost,conveyance and taxes of all materias and cost of all labour.scaffolding,sundries and T&P etc.	74.02	Sqm	200.20	14818.80

10	Providing Hire and Running Charges of Hydraulic tower crane for installation of HP retro reflective signage at a hight of 200 including cost,conveyance,royality,taxes of all materials labour T&P etc.complete asper the direction of EIC	20.00	Hrs	483.92	9678.40
11	Carriageof excavated/ over burden earth or dismantled debrises from the site and disposing off the same within 5km.lead by mechanical transportation inluding cost of all labour.sundries and T&P.etc.	8.10	Sqm	151.20	1224.72
12	20 mm thick C.P (1:6) over stone work including all cost, conveyance, labour, T&P etc.,	3.00	Sqm	213.43	640.29
13	Provision for Sign Board and Photographs LS	1.00	Nos	2265.04	2270.00
				Total	984000.33
				Say	**984000.00**

My quoted rate is……..% Excess / Less

in words (……..……..……..…..)

over the above amount put to tender.

Note

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3. The contractor should be filled excess or less accurately in number and words .

Signature of the Contractor

Sd/-
Executive Officer
Malkangiri Municiplaity

TENDER SCHEDULE

Name of the work:-	Amount put to Tender	984000/-
Construction & Erection of Gantry Welcome Gate towards Motu Road, Ward No-19, Malkangiri Municipality	EMD 0 %	Nil
	Paper Cost	4000/-
	Class of Contractor	C & D
	Time of Completion	60 Days

Sl. No.	Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
1	Earth work excavation in foundation in hard soil with in intial lead and lift including rough dressing and levelling the bed.	8.10	Cum	195.38	1582.58
2	Filling in foundation with sand in foundation and plinth.well wattered.	0.45	Cum	428.58	192.86
3	C.C.(1:3:6) using 12 mm size H.G. metal well rammed with cost,conveyance,royalty,taxes of all materials and all labour, T&P, etc. complete.	0.68	Cum	4471.85	3040.86
4	R.C.C.(1:1.5:3) using 12 mm size H.G. chips with cost, conveyance, royality, taxes of all materials and all labour, T&P, etc. complete.	8.48	Cum	7486.22	63483.15
5	Supplying fitting & Placing uncoated HYSD bar reinforcement complete as per technical specification	4.24	Qtl	9067.54	38446.37
6	Providing and Erection of Over Head Signage Over a design support system of M.S.Angle as trusses as per structural design requirement and approved plans placing in position by mechanical means and as per direction of E.I.C	31.00	Qtl	8113.30	251512.30
7	Providing fitting and fixing of Aluminium composite panel(ACP) 4mm thick with Retro refrective sheeting type providing fitting & fixing of Aluminium composite (ACP) 4mm thick with retro reflective sheet typeXI (HIP) blue elatro cut film (ECF) over laying design including cost of all labour,T&P etc.complete	45.00	Sqm	13158.00	592110.00
8	Providing screw and revets including cost of all material etc complete	500.00	Nos	10.00	5000.00
9	Painting twocoat to wood or iron works with enamel paint over a coat of primer of approved shade and quality including sand papering and preparing the surface smooth including cost,conveyance and taxes of all materias and cost of all labour.scaffolding,sundries and T&P etc.	74.02	Sqm	200.20	14818.80

10	Providing Hire and Running Charges of Hydraulic tower crane for installation of HP retro reflective signage at a hight of 200 including cost,conveyance,royality,taxes of all materials labour T&P etc.complete asper the direction of EIC	20.00	Hrs	483.92	9678.40
11	Carriageof excavated/ over burden earth or dismantled debrises from the site and disposing off the same within 5km.lead by mechanical transportation inluding cost of all labour.sundries and T&P.etc.	8.10	Sqm	151.20	1224.72
12	20 mm thick C.P (1:6) over stone work including all cost, conveyance, labour, T&P etc.,	3.00	Sqm	213.43	640.29
13	Provision for Sign Board and Photographs LS	1.00	Nos	2265.04	2270.00
				Total	984000.33
				Say	**984000.00**

My quoted rate is……..% Excess / Less

in words (……..……..……..…..)

over the above amount put to tender.

Note

1. The contractor sholud not write any thing except quoting of percentage. If any thing else ,the tender liable for rejection.
2. The contrctor should write percentage excess or less upto one decimal point only . If more than one decimal point is write , then only first decimal point should be cosidered.
3. The contractor should be filled excess or less accurately in number and words .

Signature of the Contractor

Sd/-
Executive Officer
Malkangiri Municiplaity

TENDER SCHEDULE

Name of the work:-	Amount put to Tender	409189/-
Restoration of Power Supply to MCC Camp at MV-02 , Ward no-16, Malkangiri Municipality	EMD 0 %	Nil
	Paper Cost	2000/-
	Class of Contractor	HT
	Time of Completion	60 Days

Sl. No.	Description	Quantity	Units	Unit Rate (Rs)	Total Amount (Rs)
1	11/0.4 KV, 25 KVA DP Mounted S/s	1.00	No	409189.00	
2	LT 3PH 5W Line using (3x35+1x25+1x16) mm^2 AB Cable	0.12	Km		
3	Cement Concrete for stay Anchor plate CC foundation 1:3:6 size using 4 cm size HBG metal= 0.45 mtr x 0.45mtr x 1.5mtr = 0.3037 Cum. @4158.84= 1263.03 or 1270.00	4.00	No		
4	Cement Concrete for support with C.C 1:3:6 by using 4cm size HBG metal =(0.45x0.45x1.5)m = 0.3037Cum @ 4158.84=0.3037xRs.4185.84 = Rs.1263.03 or Rs.1270.00	4.00	No		
5	Material for earthing including masonary work for earth pit, salt charcoal and RCC Cover	5.00	Ls		
6	Fencing and Sand and Metal Spreading 1) RCC Piller of 6 ft long 2) Cooping of Piller of CC 1:3:6 using 40mm HBG metal size 3) GI barbed wire @6.044 mtr/Kg 6 Nos run= 40ft x 6ft =240 ft =73.153 mtr=12.10kg 4) MS grill gate 1.5 mtr (h) x 1.5mtr (w) made 35x35x6mm MS angel and 25x6 mm flat (Angel for out side border with horizental and vertical crossing for i) 35x35x6 mm MS angel =1.5 mtr x 4=6mtr @3kg/mtr =18kg ii) 25x6 mm flat =1.5 mtr x8x2=24mtr @1.2 kg/mtr =28 kg iii) Painting of gate with 2 coat 5) Filling sand @ 1.359 Cmt 6) 40mm size HBG metal @0.679 Cmt (Party Maintenance)	1.00	No		
				Total Rs.	**4,09,189/-**

My quoted rate is……..% Excess / Less
in words (……..……..……..…..)
over the above amount put to tender.

Note

1. The contractor sholud not write any thing except quoting of percentage. If any thing else ,the tender liable for rejection.
2. The contrctor should write percentage excess or less upto one decimal point only . If more than one decimal point is write , then only first decimal point should be cosidered.
3. The contractor should be filled excess or less accurately in number and words .

Signature of the Contractor

Sd/-
Executive Officer
Malkangiri Municiplaity