

PANCHAYAT SAMITI: PODIA,
DETAILED TENDER CALL NOTICE (02/23-24)

1. Sealed tenders in conformity with detailed tender call notice to be eventually drawn in from of the OPWD F-2 Agreement and will be received up to **05.00 P.M on 23.06.2023** by the Block Development Officer, Podia for the work: "**Cons't of Smart Class rooms of Regional Junior Higher Secondary School, Podia.**" under **PODIA G.P. of Podia Block** at a tender value of **Rs. 42,37,288/-** from Government Registered Contractors of R&B/N.H/RW Wings of Class "**A**" & "**B**" and above and will be opened on **26.06.2023** at **11.00 A.M** in presence of the tenderers or their authorized agents by the Block Development Officer, Podia.
2. The tenderers shall pledge note that the work shall have to be completed within **dated 05.08.2023** Tenderers are required to submit a detail programme of work along with tenders which they consider necessary keeping in view the clause of the F-2 Agreement of P.W.D. Without this programme of work, the tender shall be considering defective & liable for rejection. No late tenders will be considered. Tenders submitted through telephone or telegram will not be accepted.
3. Tenderers are required to pay earnest money at 1% (one percent) of the estimated amount as mentioned in the tender call notice i.e. **Rs.42373/-** in shape of draft or N.S.C. etc drawn in favour of Block Development Officer, Podia failing which the tenders will be summarily rejected. The earnest money shall be refunded to the unsuccessful tenderers on application without any interest after acceptance of the tenders on application and the same shall be retained in case of the successful tenderers and shall carry no interest.
4. The contractors may obtain a set of tender documents from the office of the B.D.O, Podia on payment of **Rs. 6,000/- (Rupees six thousand)** Only in shape of B.D/D.D addressed to BDO, Podia per set (non refundable).
5. The Block Development Officer, Podia 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 his of acceptance of his tender mark an initially security deposit equal to that of E.M.D. over and above the E.M.D. as stipulated in clause above and sign the agreement in the item rate contract from the P.W.D. The initially security deposit with the earnest money and the amount withheld from successive work bills according to the provisions of the item rate contract shall be retained as security deposit. Failure to execute 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 Block Development Officer, Podia shall be the foundation of the right of both parties and the contract shall be deem to be incomplete until the agreement has first been signed by the contractor and then by the Block Development Officer, Podia in the manner as laid down in O.P.W.D. code. The Block shall accept the security deposit in shape of Bank Draft/Cash./NSC etc drawn in favour of Block Development Officer, Podia in any Nationalized Bank or Post Office as the case may be and payable at Malkangiri. The document/receipt shall be furnished to the Block Development Officer, Podia. Exemption will be allowed to Govt. Agencies or Engineer Contractor or ST/SC contractors.
6. Both E.M.D. & I.S.D. shall be refunded to the successful tender after 6months of completion of works provided that all defects if pointed out by Engineering Staff are rectified. However, the security deposit will be refunded only after audit, which is being deducted from time to time in all running as well as final bills.
7. The rate shall be quoted in works and figures. Otherwise, the tender will be liable for rejection. In case of discrepancy between unit's rates and totals, the unit rate shall prevail. The rates shall be quoted in


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- rupees and paisa. The tender shall be written legibly and free from erasers, over writings, conversion of figures. Corrections, where unavoidable should be made by scoring out, initialing dating and re-writing.
8. 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.
 9. The tender shall not be considered unless the tenderer encloses true copies of Income Tax Clearance Certificate and Sales Tax Clearance Certificate and Labour License from the Competent Authority along with his tender and original certificate are to be produced before the Block Development Officer, Podia at the time of sale of tender papers.
 10. If the contractor removes any materials or stock supplied to him from the site of the work with a view to dispose off the same dishonestly or for any other reason without written permission of the Block Development Officer, Podia he shall in addition to any other liabilities civil or criminal arising out of such removal, liable to pay a penalty equivalent to given times rate of the materials or stock so removed according to the stipulated rate and the penalty so imposed shall be recovered from the Contractor from any sum that may then be immediately due or any time there after becomes due to the contractor or from his security.
 11. The contractor shall be fully liable to indemnify the Block 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.
 12. All reinforced cement concrete work shall conform to the detailed standard specification and shall be of proportion as per design with the specification mentioned in the tender schedule. All items of work shall be executed in accordance with the detailed standard specification of Orissa as followed by State PWD (Roads & Buildings).
 13. Shuttering and centering shall be with seasoned Sal wood planks inner width of which shall be lined with suitable shuttering made of leak proof and tight including false work as directed or alternatively steel shuttering and centering shall be used.
 14. For the purpose of the jurisdiction, in the event of dispute if any, the contractor shall be deemed to have been into within the Block Area and it is agreed that neither party to the agreement will be competent to bring any suit with regards to the matter covered by this contract at any place outside Malkangiri.
 15. It is contractor's responsibility to correctly demarcate the 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.
 16. After the work is finished, all surplus materials and debris shall be removed, preliminary work such as mixing plates etc., are to be dismantled and all the materials removed from the site and ground upto 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.
 17. The Contractor shall not interfere with the execution of water supply or electrical fittings and other works entrusted to any other agency by the Block at the time during the progress of work.
 18. The Engineer-in-Charge 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.
 19. The contractor shall at his own cost make water supply for all work and make sanitary arrangements for his labour campus. The Contractors shall also arrange adequate lighting arrangement for night work, wherever at his own cost.
 20. Boiling of water arising from any reason whatsoever from the foundation if necessary shall be borne by the Contractor. No payment shall be made for fixing arranges bench-marks. Level pillars profiles and benching and leveling the ground whenever required. The rates quoted shall be for finished items of work inclusive of all incidental items of work.


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21. It should be understood clearly that on claim whatsoever shall be entertained as regards extra item of work or extra quantity of any item in excess of the estimate, written order must be obtained from the Block Development Officer, Podia for such extra item or quantity of work.
22. The Contractor must follow the fair wages clauses as introduced by the State Government.
23. Except as otherwise provided in the contract, all quotation and disputes relating to the meaning of the specification, designs, drawings and instructions contained there in and as to the quality of workmanship of materials used in the work, or as the any other question claim right, matter of anything whatsoever of any arising out of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the tender committee. The award of the Tender Committee shall be final, conclusive and binding on all parties to this contract.
24. The contractor shall arrange at his own cost, necessary tools and plants as may be required for the efficient execution of the work and the rates quoted should be inclusive of the running and hire charges of such tools and plants.
25. The Contractor shall submit to the Block office monthly return of the labour both skilled and un-skilled employed by him on the work. In case of non-payment, contractor is solely responsible in the labour court.
26. No part of the contract shall be sublet without written permission of the Block Development Officer, Podia or transfer is made by power of attorney authorizing other to receive payment on the contractor's behalf.
27. No tender documents shall be sold to the intending tenderers on the date of opening of the tender.
28. If any further necessary information is required the Block Development Officer, Podia will furnish such information but it must be in order and according to instructions.
29. Only ACC/Ultratech brand Cement (OPC – 43 Grade) will be used and weight of each cement bag being taken as 50Kg. Further that the M.S. or Tor Rod shall be used in the work as per SAIL Brand.
30. No contractor shall be permitted to furnish his tender in his own manuscript papers or latter pads.
31. In the event of delay in the supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on application by the contractor, but no claim for monetary compensation therefore shall be entertained under any circumstances.
32. Before quoting his rates the tenderer can inspect the site of proposed work. He should inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour, food stuff etc., and the rates shall be inclusive of all these items, in every case the materials must comply with the relevant specification. The sample of materials in sealed packets should be submitted along with the tender for approval of Block Development Officer, Podia while executing the work.
33. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
34. The Contractor shall have to furnish certificate along with the tender to the effect that he is not related to any Block Office staff.
35. Tenders shall be deemed valid and hold good till 90 days from the date of obtaining of tenders.
36. After completion of the work, the contractor shall arrange at his own cost all requisites and equipments for testing for the work of building, ~~roads and culverts~~ etc., if found necessary and bear the entire cost of such test.
37. Tenderers are required to submit a list of important works executed by them in the State of Orissa in the prescribed form enclosed herewith accompanied by a certificate from the concerned authority of the work in respect of satisfactory and timely completion of the work.
38. Before executing the work, contractor must erect one transparency board stating a brief note on the work to be executed and payment will be made out of estimated amount. 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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39. The tenderer may at his option quote reasonable rate for each item of work carefully so that rates for one item should not be unworkably low and for other items too high. He should be able to substantiate his rates for any or all items through detailed analysis.
40. The Block Development Officer, Podia reserves the right to reject any or all tenders received without assigning any reason whatsoever. The Block Development Officer, Podia also reserves the right to accept any tender without assigning any reasons to other tenders.
41. The Engineer-in-Charge shall have the power to make any alternations in or addition to the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with any instruction, which may be issued to the contractor after being signed by the Engineer-in-Charges and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do the manner, above, specification as part of the work shall be carried out by the contract on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion, and if the additional work included any class of work shall be carried out at the rate entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such mentioned class of work is not entered in the schedule of rate of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-Charges of the rate which it is his intention to charge for such class of work and if the Engineer-in-Charges does not agree to this rate, he shall notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as may be consider advisable provided always that the contractor shall commence work of any expenditure in regard thereof before the rates shall have been determined as lastly here in before mentioned when and in such case he shall only be entitled to the paid in respect of the determination of the rate as aforesaid according to such rate of determination of the rate as shall be fixed by the Engineer-in-Charge. In the event of dispute, decision of the Block Development Officer, Podia will be final.
42. Tenderers are required to go through each clause of the item rate contract from the Block Office carefully in addition to the clause herein before tendering.
43. Rates quoted should be fairly reasonable. Rates containing abnormal superfluous and unworkable are liable for rejection.
44. Item of work net covered by the tender notice 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.
45. Standard Public Works Department specification of the Govt. of Orissa will be followed in executing the work.
46. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order commence work is issued to the contractor. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay the compensation and amount that equal to 1/3rd percent on the amount of the estimated cost if the whole works shown by the tender for every day that the whole work remain un commenced or during the execution of the work the contractor shall be bound, in all case in which the time allowed for any work exceed on month, to complete one fourth to whole of the work before three fourths of such times has lapsed in the event of the contractor failing to comply with the condition, he shall be liable to pay as compensation an amount equal to one third percent of the said estimate cost of the whole work for every day that the due quantity of work remains in complete provided always that the

- entire amount for compensation to be paid under provisions of this clause shall not exceed 10 percent on the estimated cost of work as shown in the tender.
47. Measurement will be taken and payment will be made for M.S.Rods and reinforcement grills as per the actual length and weight of M. S. Rods utilized in works. The weight of binding wires and cut pieces will not be considered for payment.
 48. 4% ("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 six months of completion of work provided the final bill is paid and the defects if any pointed out within six months of completion for work have been rectified by the Contractor. S.D. shall be refunded after audit only.
 49. 2% of each bill shall be deducted on gross value towards income tax deposit, where the contract exceeds Rs.10,000/-.
 50. No monetary compensation will be entertained on account of natural calamities like cyclone, earth quake, flood and heavy rain fall etc., but suitable extension of time may be granted by on consideration of the application of the contractor and that too only on valid reasons. No escalation claim will be entertained during the time period and extension period.
 51. The earth work for roads will be done & assessed as per the actual pit excavated and measured or by truck measurement or by section measurement on actual level taken or as assessed by the Engineer-in-charges of the works.
 52. Rubble Stone, boulders, rough stone, soling stones and over size metals measured by volume of closely packed stacks. 1/6 of the volume for voids will normally be deducted from closely packed stacks. For loosely packed stacks percentage of voids will be determined on actual observation and deducted as assessed at site by Engineer-in-Charges.
 53. 12 ½ % will be deducted from metal and moorum towards void. The box heaps of 1.50x1.50x0.50m to be measured as one cum. similar measurement to be adopted for gravel stacks and voids deducted. The rates should be excluding voids.
 54. Sand will be measured in box heaps of 1.50x1.50x0.50m being taken as one cubic meter or as directed by the Engineer-in-Charges of the work.
 55. Maintaining traffic, cutting trenches from road side lines and watching, providing signals and providing diversion road etc and maintenance for them till completion of work should be done by the contractor at his own cost.
 56. It is contractor responsibility to correctly demarcate the road alignment, centre line and edge line of the road and formation width, metalling width and soling width and fencing line etc., for execution of work as directed by the Assistant Engineer/Junior Engineer. All expenditure in connections with T&P instruments materials etc., required for this purpose shall be borne by the Contractor.
 57. 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.
 58. Compacted thickness as of soling stone and metal including consolidation of bill materials for which no claim for extra payment shall be entertained.
 59. Only clean hand broken stone chips or Crusher broken chips shall be allowed for R.C.C.Work as the case may be as stated in Tender Schedule or as directed by Engineer-in-Charges.
 60. Five percent will be deducted for voids of chips of size 6mm and above.
 61. 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 other wise the security money of the contractor will not be released.
 62. If the contractor quotes abnormal low rates for any item and the Department decides to accept his tender, the Deptt. would have discretion of withholding the differential cost, between such highly low rates items and schedule of rates from their first, payment due against other items till such low rate items are executed.


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63. 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.
64. For quoting abnormal low rates, the lowest tender may be asked to justify his rates by producing analysis of rates etc. Depending on the type of works, it will be decided by the tender committee whether works can be executed with such low rates. The decision of the tender committee in this aspect is conclusive.
65. No empty Cement Bags will be taken back by the Block and the same will be recovered from the bill @Rs.3.85 / per bags.
66. A critical analysis and working procedure should be submitted along with bid paper if the quoted amount is less than the estimate cost by more than 10% for examination by the committee.
67. The Contractor shall submit GST compliant bill in triplicate after completion of the assigned work on measurement basis to the Engineer-in-charge for verification & certification. The Engineer –in-charge, after verification & certification of the work executed shall send the bill to the Finance Wing for pass & Payment. Payment will be made within 45 days of submission of bill through D.D/Cheque. The bank charges for D.D/B.C have to be borne by the Contractor. TDS on IT and GST and labour cess as applicable will be deducted from the payable. The payment will be made in 2 (two) R.A bill and 1 (one) final bill.
68. The Contractor shall take an insurance policy for all the workmen engaged for the work. The Contractor shall take all responsibilities/ will borne the compensation towards injury/death of a worker arising out of any accident during execution of the work and pay necessary compensation as per workmen's compensation Act & rules framed there under.
69. In case, the work entrusted to the contractor is not completed in time or the quality of the work is poor, or the Contractor refuses to work after carrying out some portion of the work, or the contractor becomes insolvent, the contract shall be rescinded with rescission notice in writing by the ordering authority and in such case, an amount equivalent to 20% of the value of left-over work will be realized from the Contractor as penalty. This is as per works Dept Memo No.13396, Dt.01.07.2005 forming the part of Amendment to the F2 Agreement in OPWD Code.
70. Disputes arising out of execution of the work in respect of quality of works or quantity of utilization of materials or for any other reason in connection with this contract, the decision of the Block Development Officer, Podia shall be final.
71. The contractor shall execute contract agreement with the Block Development Officer, Podia within 07 (Seven) working days of acceptance of the work order or 15 days from the date of issue of order whichever is earlier. The commencement of work shall start from date of signing of agreement. The Contractor has to deposit the initial security deposit before signing of the contract agreement. The Engineer-in-Charge will verify all the original documents as mentioned in tender paper.
72. The Contractor shall arrange tools and plants as required for execution of the work at his own cost.
73. If any legal dispute arises, the jurisdiction of the matter is limited/subjected within Malkangiri District jurisdiction only

N.B:- In case of any clause as per the tender / work order/ agreement differs with that of provision under OPWD Code, the clause which has been specified by Panchayat Samiti, Podia shall prevail. However, where this block has not specified any clause on any issue, the provisions under OPWD code shall be followed.

The B.D.O Podia reserves the right to negotiate, reject any or all the tenders received without assigning any reasons thereof what so ever. BDO Podia also reserves the right to accept any tender without assigning any reasons to other tenderers.


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Special Condition

The work should be qualitative, completed and handed over to JE/AEE latest by 05.08.2023 as per direction of Government of Odisha 5T Secretary, Collector, Malkangiri, CDO-EO, ZP, Malakngiri as inauguration date is 15.08.2023 .for completion of other related work such as Electrical Installation work, PHD installation work, Fixing of High desk bench and fixing of smart TV etc.

CERTIFICATE NO.-1

(CLUSE NO. 40)
No Relation Certificate

Annexure-1

Certified that I am/we are not related to any way to officer of the rank of Assistant Executive Engineer / Junior Engineer Level of Panchayat Samiti, Podia.

Signature of the Contractor.

CERTIFICATE NO.:-2

(CLUSE NO. 43)
Work Experience Certificate

Annexure-2

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 executed.
1	2	3	4	5	6

Signature of the Contractor.


Block Development Office
Podia

Bid Submission & Declaration

Notice Inviting Tender No. :

To

The Block Development Officer,
Panchayat Samiti, At/Po-Podia,
Dist-Malkangiri, Pin-764047, Odisha

Subject: Submission of Bid for Award of Work

Dear Madam/ Sir,

In response to the TENDER No. _____ Dated _____ of the above Tender, I/We, _____ proprietor / Director / authorized signatory, am competent to sign this declaration and execute this TENDER document. I/We, the undersigned, offer to provide information/document in accordance with your TENDER Reference No. dated We are hereby submitting our Bid, as per Tender conditions including submission of Bid Security Declaration form.

I / We hereby declare that our organization is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular.

I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them;

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated document and any misinterpretation contained in it would lead to rejection of my Tender at any stage besides liabilities towards prosecution under appropriate law including forfeiture of EMD.

Signature of the Tenderer

Name/Seal:-

Address:

Place:

Date:


Block Development Officer
Podia

CHECK LIST TO BE FILLED AND SUBMITTED BY THE BIDDER

Name of the Work :-

Name of the Contractor:-

Address:

House No./ Plot No.:-

AT :-

P.O:

Police Station:-

District:-

State:-

PIN :-

Sl. No.	Particulars	Whether Furnished	
		YES	NO
1	Cost of tender paper (in shape of DD/BC)		
2	Bid security declaration		
3	Self Attested copy of Contractor's Registration Certificate /License		
4	Self Attested copy of valid GST Certificate		
5	Self Attested copy of PAN Card		
6	Self Attested Copy of Caste Certificate for ST/SC Contractors, if Applicable		
7	Self Attested Copy of PH Certificate for differently abled Contractors, if Applicable		
8	Affidavit for Engineer contractor, if any		
9	Complete filled in and duly certified Annexure-1, Annexure-2 duly filled and signed		
10	No Relationship Certificate in Annexure-3		
11	A declaration to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.		
12	Affidavit regarding authenticity of the credentials		
13	Signed Copy of DTCN and Price bid duly filled in & Signed by the bidder		
14	Copy of work experience certificate (Annexure-4)		

Signature of the Tenderer


Block Development Office
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