



ପଞ୍ଚାୟତ ସମିତି, ମାଲକାନଗିରି
PANCHAYAT SAMITI, MALKANGIRI

Dist: MALKANGIRI
Pin : 764045
E-mail : ori-bmalkangiri@nic.in

DETAIL TENDER CALL NOTICE NO.02/2021-22. Date: 01.06.2021

1. Sealed Tenders in conformity with DTCN eventually to be drawn in P.W.D form F2 are invited from the eligible class of contractor registered with state PWD/ Irrigation/ CPWD/ MES/ Rural works and other Govt. organization for the works as given below.

Sl. No	Name of the Work	Scheme	Estimate d Cost in Rs. (in Lakh)	Tender Value Put to Tender in Rs. (in Lakh)	Class of Contractor	Cost of tender paper	EMD 1% (in Rs.)	Time of completion in calendar months
1	Improvement of Road from PWD Road to District Sports Complex, Malkangiri	BRGF	41.58	41,13,790/-	"C" & "B"	6,000/-	41,200/-	6 (Six) Months

2. Tender documents may be purchased from the Office of the undersigned against a non-refundable fee towards cost of the documents indicated in above Column in shape of Demand Draft drawn in favour of the **Block Development Officer, Malkangiri**, Dist- Malkangiri from any Nationalized Bank and Payable at State Bank of India, Malkangiri.

3 (a). The Tender Papers will be sold from dt. **03/06/2021 to dt.09/06/2021** (excluding the holidays) during Office hour from **7.00 A.M. to 1.00 P.M.** only in the office of the BDO, Malkangiri. Last date for receiving of Sealed Tender Paper will be **11/06/2021 up to 01.00 P.M.** on the working day (only in the Office of the BDO, Malkangiri through **Registered Post /Speed Post** only. The Tender Paper received after the stipulated time will not be considered. The Tender Papers shall be opened on dt. **11.06.2021 at 04.00 P.M.** onward in the office chamber of BDO, Malkangiri in presence of the Bidders or their authorized representatives having written authorisation for the purpose.

3 (b). If the date of sale, receipt and opening of the Tender as specified above happen to be a holiday the process of sale, receipt and opening whatsoever will be shifted to next working day at the same specified time and venue respectively without further notice.

4. The Contractor should go through each clause of this detailed call notice as well as the P.W.D. form No F2 contract and Odisha detailed standard Specification before Tendering. Since DTCN forms part of Agreement he is supposed to furnish his Tender documents after thorough scrutiny. The department is not at all responsible for any omission made by him. If detected at a later stage he is further supposed to abide by all up to date rules (OPWD) amendment from time to time.

5. Tender must be accompanied by Security (E.M.D) of the amount Specified for the work indicated in the table above in shape of N.S.C./K.V.P./ Post Office Savings Bank Account/ Post Office Time Deposit Account/Deposit receipt of any Scheduled Bank duly pledged in favour of the Block Development Officer, Malkangiri. Additional Performance Security in case of Abnormally Low Bids (ALBs) will be charged as per Office memorandum No.4559, dtd.05.04.2021 of Works Department, Government of Odisha, Bhubaneswar.

[Handwritten signature]
01/06/2021

6. The Plan, Specification for the work and terms and conditions of the contract and other necessary documents can be seen at the Office of the Block Development Officer, Malkangiri. During working hours and days till the last date of Sale of the Tender documents.

7(a). The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckon from the date on which the Written Order for Commencement of Work is issued to the Contractor. The work shall throughout the stipulated period of contract be carried out with all due diligence (time being deemed to be the essence on the part of the Contractor and the Contractor shall pay the compensation amount equal to $\frac{1}{2}\%$ on the amount of the Estimated Cost if the whole works remains uncommenced or during the execution of the work the Contractor shall be bound in all case in which the time allowed for any work exceed one month, to complete $\frac{1}{4}^{\text{th}}$ of the work before $\frac{3}{4}^{\text{th}}$ 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 $\frac{1}{3}^{\text{rd}}$ % 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 % on the Estimated Cost of work as shown in the Tender.

7(b). To rescind the Contract (of which the recession notice in writing to the Contractor under the hand of the BDO shall be conclusive evidence) 20% of the value of left over work will be realized from the Contractor as penalty.

8. For the purpose of Jurisdiction, in the event of dispute if any, the Contractor shall be deemed to have into within the Block Area and it is agreed that neither party to the Agreement will be Competent to bring any suit regarding to the matter covered by this Contract at any place outside Malkangiri.

9 (a). The Bidder quoting their rates less than the Tender Value scrutiny by Tender Committee Depending on the type of works, it will be decided, whether works can be executed with such low rates. The decision of the Tender Committee in this aspect is binding and conclusive.

9(b). 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.

10. Adjustment of E.M.D. given with other works submitted previously is not to be entertained.

11. The work will be executed through the Block. The work is to be Completed in all respect within the time specified (including monsoon) from the date of issue of Work Order by the B.D.O., Malkangiri. Hence, Tenderer are required to submit a detail Work Programme at the time of execution of the Agreement.

12. All Tenders received will remain valid for a period of 30 days from the last date of receipt of Tender and validity of the Tender can also be extended if agreed to by the Tenderer and the Department.

13. The detailed list of Successful Tenderer against each work will be displayed in the Notice Board. The Successful Tenderer will collect that Letter of Acceptance from the office of the undersigned within seven days from the date of declaration of list of Successful Tenderer on the Notice Board in order to avoid Postal delay for early execution of the work No further Claim will be entertained for Non Receipt of the Acceptance Letter.

14. The Tenderer shall carefully study the Tentative Drawings, Clauses and Specifications applicable to the Contract and all Tender documents which will form a part of the Agreement to be entered into by the accepted Tenderer. Complain on a future date that Plans, Specifications and Other details have not been seen by the Tenderer cannot be entertained.

 11/06/2021

15. The Drawings furnished which are Tentative and subject to revision or modification during the execution as per actual necessity. But the Tendered Rates Quoted by the Tenderer will hold well in case of such modification and shall in no way invalidate the contract and No extra Monetary Compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
16. All rates should be for finished item of works mentioned in the Tender Schedules.
17. The Tenderer should quote the % rates over the amount put to tender both in figure and words for the work. Each page of the Detailed Tender Call Notice attached herewith should be signed by the Contractor before Tendering in Token of his Acceptances of this Detailed Tender Call Notice which will also form a part of contract.
18. Every Tenderer is expected before quoting his rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. Complain on future date that the availability of materials at quarries has been misjudged cannot be entertained.
19. The Tenderer may at his option quote reasonable % rate for the work carefully, So that, it should not be unworkably low during execution. He should be able to substantiate his rates through detail analysis.
20. The Tender containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the Tender Call Notice. Any change in the wording will not be accepted.
21. Before executing the work, Contractors 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 worksite. 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 charge.
22. Department has the right to inspect the scaffolding & centering made for the work & can reject partly or fully such structures if found defective from safety or any other grounds. The Contractor has to carry out any such detailed instructions from the Engineer-in-Charge or his authorized subordinates regarding such structures. All the centering & shuttering should be got approved by the Engineer-in-Charge before concreting is done.
23. The Earnest Money will be retained in the case of successful Tenderer and will be dealt with as per the terms and conditions of the O.P.W.D. Code and will not carry any interest. The Earnest Money of the Un-Successful Tenderer will be refunded on application after the Tender is finally accepted.
24. Any of the Tender documents received after due date and time will not be accepted at all and rejected.
25. The Tenderer shall furnish a Certificate along with the Tender to the effect that he is not related to any Officer in the rank of Asst. Engineer, B.D.O., in the concerned Block in Panchayati Raj Department. If the fact subsequently proved to be false, the Contract is liable to be rescinded. The Earnest Money and total security will be forfeited.
26. If the rate quoted by the Tenderer is 15% or above, less of the Tendered amount then such a Tender will be rejected and Tender will be finalised based on merit of rest of Tender. Performance Security shall be deposited by the Tenderer, if the Tenderer quoted their rate less than the Tender Value. In such an event the Tenderer will deposit the Additional Performance Security to the extent of the Quoted less percentage equal value amount. They should deposit the less amount in shape of POTD

Pass Book /KVP/NSC/Term Deposit in any Schedule Bank duly pledged in favour of BDO, Malkangiri after declaration of L1 Tenderer and during F-2 Agreement.

27. Each Tenderer is required to submit along with the Tender a Note regarding his Experience on Successfully completion of Similar Nature of PHD and Water Supply & Sanitary System Experience during last 3 years in the state of Odisha. The above information should be certified by the concerned Authority not below the rank of B.D.O / Executive Engineer along with the Tender Paper, Otherwise the Tender will not be accepted.

28. No Tenderer will be permitted to furnish their Tender in their own manuscript paper or letter pad.

29. The bidder whose Tender is selected for acceptance and who has no fixed deposit with the Govt. of Orissa, shall within a period of seven days upon written intimation being given to him Tender make an initial security deposit (ISD) @ 1% of the Tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ Deposit Receipt of any Schedule Bank and in no other form so that the EMD and ISD will be 2% of the Tendered amount and sign the Agreement in the P.W.D from F2 (Schedule XLV No.61) for the fulfillment of the contract in the "Office of the BDO Malkangiri" The Security Deposit together with the Earnest Money and the amount withheld according to the provision of F2 agreement shall be retained as Security for the due fulfillment of this Contract. Failure to enter into the required Agreement and to make the Security Deposits as above shall entail forfeiture of the E.M.D. No Tender shall be finally accepted until the required amount of Security Money is deposited. The written Agreement to be entered into between the Contractor and the Govt. shall be the foundation of the rights of both the Parties and the Contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the Proper Officer authorized to enter into the Contract on behalf of the Govt. As Concurred by Law Department and Finance Department in their U.O.R.No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.6.03.98 respectively the E.M.D. will be forfeited in the case, where the Tenderer back out from the offer before acceptance of the Tenderer by the Competent Authority. The E.M.D and I.S.D will be refunded six months after Completion of the Work and Payment of the final bill and will not carry any interest.

Besides the Earnest Money Deposit & Initial Security Deposit, contractors of "B" class & above will be required to furnish Security Deposit by way of deduction from their bill at the rate of 5 % of the gross amount of each bill where as in case of C & D class Contractor such deduction will be made at the rate of 3% of gross amount of each bill which will be released after Successful Completion of the Work. However SD will be released only after audit and rectification of defects as pointed by Engineer-in - charge.

30. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department within one month of starting the work.

31. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1993 on account of the Workmen employed by the Contractor and full amount of Compensation paid will be recovered from the Contractor.

32. The Tenderer are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the Fair Wages fixed by the Govt. to the labourer engaged by him for the work.

33. For, Percentage Rate Tenders, Only Percentage Quoted shall be considered. Percentage Quoted by the Contractor shall be accurately filled in words and figures, so that there is no discrepancy. If any discrepancy found in the percentage quoted in words and figures, then the percentage quoted by the contractor in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate/amount quoted by the contractor then percentage excess will be taken as correct. The Contractor will write percentage excess/less up to one decimal point only. If he

writes the percentage excess/less up to 2 or more decimal points, the first two decimal point shall only be considered without rounding off.

34. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TATA TISCON / SAIL or any rod approved by the DRDA Malkangiri.

35. No Part of the Contract shall sublet without written permission of the BDO Malkangiri or transfer is made by power of attorney authorizing other to receive payment on the Contractor's behalf.

36. Only ACC/Konark/ Ultratech Cement (OPC & PPC) are to be used and weight of each Cement bag being taken as 50 Kg.

37. In case of any complain by the labourer working about the Non-Payment of his wages as per latest minimum wages Act, the B.D.O. Malkangiri, will have the right to investigate and if the Contractor is found to be in default, he may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour. The decision of the B.D.O. Malkangiri is final and binding on the contractor.

38. Except as otherwise provided in the Contract, all quotations and disputes relating to the meaning of the Specification, Clauses, Designs, Drawings and instructions contained therein and as to the quality of workmanship of materials use in the work or as the any other question claim right, matter of anything whatsoever of any arising out of the execution 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.

39. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the BDO/Addl. P.D. (Tech) DRDA Malkangiri and rates settled before the extra items of work or extra quantity of any item of work is taken up.

40. The Tenderer shall have to abide by the C.P.W.D. Safety Code Rules introduced by the Govt. of India, Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.

41. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.

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- (a) Rent, Royalty and other Charges of Materials all other taxes including GST, Ferry Tolls, Conveyance Charges and Other Cost on account of land and building including temporary building and construction of service road and diversion road and its maintenance till completion of the work as required by the Contractor for collection of materials, storage, housing of staff or other purpose of the work. No Tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work.
 - (b). Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - (d) Fees and duties levied by the Municipal Canal or water supply authorities.
 - (e) Suitable equipment and watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
 - (f) Suitable fencing, barriers, signals including electric signals where necessary at work and approaches in order to protect public and employees from accident.
 - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the workmen compensation Act.

(h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.

42. It is Contractor's responsibility to correctly demarcate lay-out and Orientation of works and fixation of Level Pillars as directed by Engineer in charge. All expenditure in this connection with tools and plant, instrumental materials shall be borne by Contractor.

43. The Contractor should arrange the materials like Steel, Cement, Paint, Shutters, Bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted to the Contractor due to delay in procurement of materials.

44. **The Tenderer should write the subject of the tender on the top of envelope and their full address with MOBILE (WHATS APP) NUMBER in which they can be made correspondence on the envelop and arrange for receipt of the letters from the department, if temporally absent from the said address. This office will not be responsible if letters sent to them returns undelivered due to their absence.**

45. The Tenderer should not write anything on the unnumbered/blank pages of this schedule. Writing anything in such pages shall make the Tender liable for rejection. The Contractor has to produce the original bills from the aforesaid manufactures in support of materials used in the work.

46. Since the works are time bound programme the Tenderer has to complete the same within the stipulated period of completion. Time extension beyond Agreement Period may/may not be granted to the Tenderer. Those who are unable to complete the work within specified time and the reasons for delay in completion are not genuine and satisfactory of BDO Malkangiri may cancel the Agreement and penalty will be imposed.

47. On review of last Performance of the works executed through BDO, Malkangiri previously the lowest-1 Tenderer may/may not be considered for the works though he becomes lowest-1 Tenderer. Tenderer should be given distinctly understand that the acceptance of their Tender is entirely at the discretion of the office to whom the duty is entrusted and no Tenderer can demand the cause of rejection of his Tender if eligibility criteria are not met.

48. After the work is finished all surplus materials and debris's should be removed 100 meters clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises left neat and clean and this should be inclusive of the rates.

49. The Contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The Machineries, if available, with the department may be supplied on hire as per charges fixed by the Department.

50. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.

51. The stack of Road Metal, Murom, sand will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.

52. Items of works not covered by the Tender Notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.

53. On no account, the Contract Work should be sublet to any body without the prior approval of the BDO Malkangiri. In such an event the Contract may be rescinded.
54. Dewatering from the foundation of Bridges, Culverts, Buildings Worksites etc. and Watering for Consolidation in Roads Embankments when and where necessary during execution will have to be done by the Contractor and No extra payment will be made on that account.
55. Number of Tests as Specified in I.R.C./MORT & H/I.S.I. Specification required for the construction of Road/Bridges/Buildings or any other Structural Works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing Charges including expenditure for Collection/Transportation of Samples/Specimens etc. will be borne by the Contractor. The Collection of Samples and Testing are to be conducted for both prior to execution as may be directed by the Engineer in charge and on both the accounts the cost shall be borne by the Contractor.
56. Any damages caused by Natural Calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor. 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.
57. The Contractor shall supply Sample of all Materials before Procurement for the work for Testing and Acceptance as may be required by the Engineer in-charge.
58. The Contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
59. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
60. Even qualified criteria are met; the Tenderer can be disqualified for the following reasons, if enquired by the Department.
- (a) Making False Statement or Declaration.
 - (b) Past Record of Poor Performance and Bad Quality of Work.
 - (c) Past record of abandoning the work half way/ rescindment of Contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
 - (f) Purchase of Tender papers in Block in earlier occasions without active participation in Tenders.
61. In case of the 1st lowest Tenderer or even the next lowest Tenderer withdraw in series one by one, thereby facilitating a particular Tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished.
- 62.(a) S.C/S.T contractors should pay Earnest Money 50 % along with the Attested Copies of the Caste Certificate and an undertaking in shape of affidavit. If the Tender of the S.C./S.T. Contractor is within 10% of the rate quoted by the lowest Tenderer for the work, the same will be considered for awarded to him at the lowest Tendered rate.
- (b) In case of Engineer Contractors who are willing to avail exemption of EMD should enclose an Affidavit for the purpose. In the affidavit it should be cleared that how many times he has availed such facility prior to this during the current financial year. Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the Tender and Also the Engineer Contractor will produce his Original License at the time of opening, so that the authority will enter the exemption of E.M.D in the license which is mandatory and failing which Tender shall be liable for rejection.

Any Amendment Order Noticed by the Government may be enclosed by the Contractor to get the facilities in the Tender.

63. Income Tax will be deducted from the Contractor's bill @ prevailing percentage fixed by I.T. Department.
64. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
65. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

66. The Contractors are required to pay Royalty to Govt. as fixed from time to time and produced such authenticated documents in support of their payment as Royalty, along with their Bills. Failing which, the amount of Royalties of different Materials as utilized by them in the work will be recovered from their Bills.

67. All documents should be Typed or Computer printed and free from any ambiguity. All the documents should Signed/Attested by the Tenderer as per the Specimen Signature in the License Copy. In case of any deviation and submission of handwritten documents, the Tender Paper will liable to be rejected.

68. The Tender is to be submitted with 1. Original Money Receipt, 2. AFFIDAVIT, 3. Affidavit on "No Relation Certificate", 4. Latest pledged E.M.D. in favour of Block Development Officer, Malkangiri, 5. Attested Copies of valid Registration Certificate (Contractor License), 6. Copy of PAN Card, 7. Copy of Aadhar Card, 8. Copy of Valid GST Clearance Certificate and Latest copy of filing Return (Up to March 2021), 9. T&P list, 10. Work Experience in SDBC*, 11. Copy of Caste Certificate and 12. Other documents required as per the relevant clauses of the DTCN along with the Signed Tender Paper, failing which shortage of any item, the application will be rejected with its own merit.

* Priority shall be given to the Bidder/Tenderer having work experience in SDBC.

69. The Terms and Conditions stipulated are comprehensive but not exhaustive. All other Terms and Conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a Tender for Award of Work.

70. Over and above these conditions, the Terms and Conditions and Rules and Regulations and Specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Bridge Code and MORT & H Specifications with latest revision/ amendment are also binding on the part of the Contractor.

71. The BDO, Malkangiri reserves the right to reject any or all the Tenders received without assigning any reasons thereof what so ever. BDO, Malkangiri also reserves the right to accept any Tender without assigning any reasons to other Tenderer.


Block Development Officer,
Malkangiri.

Memo No 1693 /2021.

Dated the 1st June 2021.

Copy submitted to the Collector, Malkangiri / CDM & PHO, Malkangiri / Project Director, DRDA, Malkangiri / P.A., ITDA, Malkangiri / All Block Development Officers / All Tahsildars in this District for wide publication of the Tender.


Block Development Officer,
Malkangiri.

Memo No 1694 /2021.

Dated the 1st June 2021.

Copy to the DIO, NIC, Malkangiri for kind information. He is requested to publish the Tender in the District Portal for wide publicity of the General Public.


Block Development Officer,
Malkangiri.