



Govt. of Odisha

Panchayatiraj & D.W. Department.

OFFICE OF THE PANCHAYAT SAMITI: MATHILI

ପଞ୍ଚାୟତ ସମିତି କାର୍ଯ୍ୟାଳୟ, ମାଥୁଲି

(Development Section)

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DETAIL TENDER CALL NOTICE No.04/2025-26

TECHNICAL BID (Cover-I)

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 as detailed in the TCN by the Block Development Officer, Mathili for the civil works (02 nos.) as stipulated in the Tender Notice at mentioned tender value invited from Government Registered Contractors of R&B/N.H/RW/RWSS & Water Resources Wings of appropriate Class and will be opened on as detailed in the TCN in presence of the tenderers or their authorized representatives by the Block Development Officer, Mathili.
2. The tenderers shall pledge note that each work shall have to be completed within 04 (Four) Calendar months commencing from the date of issue of the written order. 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. The contractors may obtain a set of tender documents from the Govt. website malkangiri.odisha.gov.in only and submit Bank Draft for Rs. 6000/- in favour of BDO, Mathili, payable at SBI Mathili towards cost of Tender paper for each individual work.
4. **DOCUMENTS TO BE SUBMITTED**
 - A. The following documents to be submitted along with the Tender Papers, failing which the tender will be outrightly rejected.
 - i. Self-attested copy of valid Civil Contractor's License
 - ii. Self-attested copy of valid IT Return for last financial year, PAN Card
 - iii. Self-attested copy of valid GST Registration Certificate along with GST Clearance Certificate of the last financial year.
 - B. The following documents also required to be uploaded failing which the tender will be liable for rejection.
 - a) Self -attested copy of valid Building Construction Workers Registration Certificate/ undertaking for submission after receipt of work order.
 - b) Self-attested copy of Experience certificate in proof of execution of similar nature of work along with Bid cost in shape of D.D/B.C drawn in favour of BDO, Mathili .
 - c) Affidavit/Self-declaration of authenticity of documents and must not have been blacklisted by any Central Government / State Government / PSU/ Government Bodies (ANNEXURE-II).
 - d) No relation certificate (ANNEXURE-I)
 - e) Attested copy of caste certificate for SC/ST contractor desirous of availing preference, if applicable
5. The Block Development Officer, Mathili reserves the right to reject any or all the tenders received without assigning any reason. There of the tenderer, whose tender is selected for acceptance shall within a period of seven days upon written intimation being given with regard to acceptance of his tender shall deposit an initial security money 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 initial 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 as per the norms of OPWD Code . Failure to execute required agreement and deposit the security money as above shall be entitled for forfeiture of the earnest money/ penalty as per Bid security declaration. 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, Mathili shall be the foundation of the right of both parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the Block Development Officer, Mathili in the manner as laid down in O.P.W.D. code. The Block office, Mathili shall accept the security deposit in shape of NSC etc. drawn in favour of Block Development Officer, Mathili in any Nationalized Bank or Post Office as the case may be and payable at Mathili. The document/receipt shall be furnished to the Block Development Officer, Mathili. Exemption will be allowed to Govt. Agencies or Engineer Contractor or ST/SC contractors.
6. The Bid security as deposited shall be refunded to the successful Tenderer 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 words and figures. Otherwise, the tender will be liable for rejection. In case of discrepancy between unit rates and totals, the unit rate shall prevail over. The rates shall be quoted in 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, and 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 GST Return Certificate and Labour License from the Competent Authority along with his tender and original certificate are to be produced before the Block Development Officer 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 of the same dishonestly or for any other reason without written permission of the Block Development Officer, Mathili 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 office, Mathili for 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 confirm 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 Mathili 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 Mathili.
 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. Executive Engineer or Junior Engineers. 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 up to 30mtrs. wide from the building etc. should be cleaned and dressed by the Contractor at his own cost. The net rate quoted should be inclusive 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 Mathili 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 cantering 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 levelling the ground whenever required. The rates quoted shall be for finished items of work inclusive of all incidental items of work.
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, Mathili for such extra item or quantity of work.
22. **APSD:** If tenderer quoted by Tenderer is less than 15% of the Tendered amount, such Tender will liable to rejected. But if more than one Bid is quoted at 14.99% (Decimals up to Two numbers will be taken) Less than the tender cost, The tender accepting authority will finalize through a transparent lotter system. 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 BDO, Mathili as per the following table.

Range of difference between the estimated cost put to Tender and bid amount required	
a) Below 5%	No Additional Performance Security to be deposited by the successful bidder.
b) From 5% above and below 10%	50% of (Difference between estimated cost put to Tender and bid amount)
c) Range from 10% and Above	150% of (Difference between estimated cost put to Tender and bid amount) to be deposited by the successful bidder.

The less amount can also be deposited in shape of POTD/STD Pass Book /KVP/ NSC/B.G in any schedule Bank /PO duly pledged within 07 (Seven) days from the date of issue of notice by the undersigned, if he/ she will be found successful bidder for the respective project/ work during the scrutiny of tender documents.

23. **Earnest Money Deposit- 1 % (One Percent) of the bid value in shape of NSC /Post Office Saving Account /Post Office Time Deposit/KVP /Bank Guarantee/e Bank Guarantee pledged in favour of Block Development Officer, Mathili, as per office memorandum No .1499/W dated. 01.02.2023 of Works Dept. The Tender Papers without required amount of EMD will not be considered and transfer or adjustment of EMD is also inadmissible.**
24. 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.
25. On review of last performance of the works executed through B.D.O Mathili previously the lowest (L1) tenderer may/may not be considered for the works through he becomes L1 tenderer. Tenders should be given distinctly understand that the acceptance of their tenders 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.
26. The Plan, specification for the work and terms and conditions of the contract and other necessary documents are attached with Tender documents.
27. The Contractor must follow the fair wages clauses as introduced by the State Government.
28. Except as otherwise provided in the contract, all quotation and disputes relating to the meaning of the specification, designs, drawings and instructions contained therein and as to the quality of workmanship of materials used in the work, or as the any other question claim right, matter of anything whatsoever, 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.



29. 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.
30. 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.
31. No part of the contract shall be sublet without written permission of the Block Development Officer, Mathili or transfer is made by power of attorney authorizing other to receive payment on the contractor's behalf.
32. No tender documents shall be sold to the intending tenderers on the date of opening of the tender.
33. If any further necessary information is required the Block Development Officer, Mathili will furnish such information but it must be in order and according to instructions.
34. Only ACC/Konark & other Govt. approved 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 perprescribed brand from Govt of Odisha time to time.
35. No contractor shall be permitted to furnish his tender in his own manuscript papers or letter pads.
36. 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.
37. 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, Mathili while executing the work.
38. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
39. The Contractor shall have to furnish certificate along with the tender to the effect that he is not related to any Block Office staff.
40. Tenders shall be deemed valid and hold good till 90 days from the date of obtaining of tenders.
41. 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.
42. Tenderers are required to submit a list of important works executed by them in the State of Odisha 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.
43. 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.
44. 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.
45. The Block Development Officer, Mathili reserves the right to reject any or all tenders received without assigning any reason whatsoever. The Block Development Officer, Mathili also reserves the right to accept any tender without assigning any reasons to other tenders.
46. 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 Malkangiri

- 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, Mathili will be final.
47. Tenderers are required to go through each clause of the item rate contract from the Block Office, Mathili carefully in addition to the clause herein before tendering.
 48. Rates quoted should be fairly reasonable. Rates containing abnormal superfluous and unworkable are liable for rejection.
 49. 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.
 50. Standard Public Works Department specification of the Govt. of Orissa will be followed in executing the work.
 51. 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 of 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 contractor 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.
 52. 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.
 53. 3% ("C", "D" & B Class 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.
 54. 18 % & 1% of each bill shall be deducted on gross value towards GST & income tax deposit respectively, where the contract exceeds Rs.10,000/-.
 55. 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.
 56. 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-charge of the works.
 57. 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.
 58. 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.
 59. 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.



60. 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.
61. 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 Executive Engineer/JE/GPTA. All expenditure in connections with T&P instruments materials etc., required for this purpose shall be borne by the Contractor.
62. 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.
63. Compacted thickness as of soling stone and metal including consolidation of bill materials for which no claim for extra payment shall be entertained.
64. 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.
65. Five percent will be deducted for voids of chips of size 6mm and above.
66. The Contractor shall sign on the plan and documents for service connection (Such as P.H.D. and Electric) as and where required by the Department or house owner otherwise the security money of the contractor will not be released.
67. 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.
68. 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.
69. 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 in conclusive.
70. No empty Cement Bags will be taken back by the Block office Mathili and the same will be recovered from the bill @Rs. 4.00/ per bags. ✓
71. 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, failing which the Tender paper shall be liable for Rejection automatically.
72. Even qualified criteria are met; the Tenderers can be disqualified for the following reasons, if enquired by the Department.
- (a) Making a 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 this Block earlier occasions without active participation in tenders.
73. In case of the 1st lowest tendered or even the next lowest tendered 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. Appropriate action for black listing the tenderers shall also be taken apart from disincentivizing the tender.
74. Income Tax will be deducted from the Contractor's bill @ prevailing percentage fixed by I.T. Department.
75. Prevailing rate of GST on the gross amount of the bill will be deducted from Contractor's bill.
76. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
77. 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.
78. All documents should be produced in very clear and legible manner and free from any ambiguity & all the documents should be signed/ attested by the tenderer as per the specimen signature in the license copy. In case of any deviation the tender will be liable to be rejected.

79. The Tender is to be submitted with signed DTCN, attested copies of valid registration certificate, PAN Card, Valid GST Certificate, Bid Security Declaration, no relation certificate and other documents required as per the relevant clauses of the DTCN along with the tender paper and furnish the originals of the above said documents on the same time of the opening of the tender before the tendering authority.
80. 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.
81. 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.
81. **SECURITY DEPOSIT:** The Contractor shall deposit an Initial security deposit @ 01% of the ordered value in shape of Deposit of POTD/STD Pass Book /KVP/ NSC/B.G in any schedule Bank /PO duly pledged in favour of Block Development Officer, Mathili before signing of the contract agreement. Another 03% towards security deposit shall be deducted from the invoice of the Contractor. The total security deposit of 03% of the ordered value shall be refunded after successful completion of the guarantee period on receipt of no objection certificate from the Engineer-in-Charge. No interest will be payable on SD.
82. **ADDITIONAL PERFORMANCE SECURITY (APS) /DIFFERENTIAL AMOUNT:-** "Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) from any nationalized or scheduled bank in shape of B.C/D.D in favour of Block Development Officer, Mathili within seven days of issue of the work order, otherwise the bid shall be cancelled and the security deposit (EMD deposited) shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder. This is as per Works Dept. Office Memorandum No. 14299 Dtd.03.10.2017.
83. **TOOLS AND PLANTS:** The Contractor shall arrange tools and plants as required for execution of the work at his own cost.
84. **EXECUTION:** - The work is to be executed as per approved design and drawings to be collected from the Asst. Executive Engineer/ E.I.C by the successful bidder after execution of agreement. The work as indicated in the tender schedule shall also be executed as per instruction and satisfaction of Engineer-in-charge. No quantity of each item of work allotted should be deviated without prior approval of the competent authority. The cement utilized for the work should confirm IS-269/1976. Officials from **Panchayat Samiti, Mathili** will inspect any time for checking the quality of the cement, steel and other construction materials for which the cost of sample is to be borne by the contractor/firm/agency.
85. **CONTRACTOR'S RISK:** - The Contractor shall take upon himself whole risk of executing the works, and supply all materials for the purpose of the contract. All works executed shall be at his own risk until a certificate of completion of the work is issued by the Engineer-in-Charge.
86. **INSURANCE TO WORKMEN:** -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.
87. **VALIDITY:** - The tender should be valid for a minimum period of **120 days** from the date of opening of the tender failing which the tender will be rejected.
88. **LIQUIDATED DAMAGE:** - If the firm fails to complete the work within the time period specified in work order, the customer shall recover from the contractor the liquidated damage @ 0.5% of the contract price for each Calendar week of delay or part thereof. The total amount of liquidated damage shall not exceed 5% of the contract value.
89. Offers of the contractors/Agencies who have failed to execute the previous work order (s) placed on him/them by **Panchayat Samiti, Mathili** shall not be considered.



90. **PAYMENT TO THE CONTRACTOR :-**

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, E.M.F. and D.M.F. as applicable will be deducted from the payable. The payment will be made in 2 (two) R.A bill and 1 (one) final bill.

91. **PAYING OFFICER:-** Block Development Officer, Panchayat Samiti, Mathili

92. **TAXES:-** The quoted price shall include all taxes & duties as applicable except GST which will be paid extra as applicable.

93. **PERIOD OF COMPLETION OF WORK:-** The work completion period will be 04 (Four) calendar months from date of execution of agreement for each individual work . In the event, the contractor fails or refuses to continue the work after execution of certain portion, appropriate provisions of OPWD shall be applied.

94. **ELIGIBILITY CRITERIA:-** The contractor shall have a valid Contractor's license at the time of participation in the tender. Further, the Contractor shall have experience of execution of similar work of equivalent value. The copy of the same must be uploaded in the website during submission of the tender.

95. **QUALITY OF WORK:-** The work under the contract shall be executed by trained workmen of the contractor to avoid damage of the drains during guarantee period. The workmen provided by the contractor shall have the experience and skill set to carry out the work by proper leveling to avoid water logging. The contractor shall be held responsible if any complaints are received regarding water lagging in the area due to improper construction or not constructed as per approved design/ drawing.

96. **GUARANTEE:-** The work so executed under the contract should be guaranteed for a period of 01 (One) year from the date of completion of the work. Any defect found during the guarantee period should be rectified /repaired/ corrected/ re-constructed etc. by the contractor free of cost. APS if any shall be returned after successful completion of the work.

97. **REJECTION OF WORK :-** 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.

98. The Engineer contractor desires to avail the benefit of exemption of EMD is required to submit an affidavit mentioning the name of the work for which and the authority to which the tender is being submitted failing which he will not entitle to get any benefit. Similarly, S.T/S.C contractors seeking exemption of EMD or price preference are required to produce an affidavit to this effect. Both engineering & S.T/S.C contractors should submit the affidavit in writing regarding the benefit to concerned officer inviting tender, otherwise they will not entitle to get the benefit. The S.T/S.C Contractors having Degree/ Diploma in Engineering are not allowed to avail both the benefits.

99. A bidder can submit only one set of tender paper. Submission of more than one set of tender by a bidder for a particular work will be liable for rejection of all such tender paper of the bid bidder. Other details can be seen in the bidding documents.

100. Notwithstanding the details mentioned herein the process of e-tendering shall be governed as per GoO in works Dept. Order No - FA-R-3/08-1027/W, Dtd. 24.01.2009 & subsequent amendments thereof.

101. **DISPUTE AT SITE:** 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, Mathili shall be final.

102. **JURISDICTION OF COURT:-** Suits if any arising out of this contract, shall be filed by either party in a Court of Law, to which the jurisdiction of High Court of Odisha extends.

103. **EXECUTION OF THE AGREEMENT AND COMMENCEMENT OF WORK:-** The contractor shall execute contract agreement with the Block Development Officer, Mathili 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 below.

Documents to be submitted at the time of execution of Agreement:

- i. Self-attested copy of valid Contractor's License
- ii. Self-attested copy of valid IT PAN card
- iii. Self-attested copy of valid GST Registration Certificate
- iv. Copy of acceptance of work order
- v. Self-attested copy of valid Building Construction Workers Registration Certificate

104. **RIGHT OF AUTHORITY:-** The undersigned reserves the right to accept/reject any or all tenders and also reserves the right to increase/decrease the quantity and value of the contract without assigning any reason whatsoever.

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



**Block Development Officer
Mathili**

No Relation Certificate

Certified that I am/we are not related to any way to officer of the rank of Block Development Officer/Assistant Executive Engineer / JE/GPTA Level of Panchayat Samiti, Mathili by which tender process will be affected.

Signature of the Contractor.

Work Experience Certificate

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

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	Submission of EMD as per given		
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, Annexure - 3 duly filled and signed		
10	No Relationship Certificate in Annexure-2		
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-3)		

Signature of the Bidder