



GOVERNMENT OF ODISHA

OFFICE OF THE BLOCK DEVELOPMENT OFFICER, KHALLIKOTE, GANJAM

Phone - 06810-256331

E-mail- ori-khallikote@nic.in

TENDER CALL NOTICE NO 02 OF 2024-25 DTD. 06.11.2024

INVITATION FOR COMPETITIVE BIDDING

The Block Development officer on behalf of Governor of Odisha, invites sealed Tenders in conforming with detail Tender Call Notice (D.T.C.N.) from the registered contractors of State P.W.D. or equivalent class of C.P.W.D. / Railway / M.E.S. / Central Govt. / State Govt. undertakings for the following works to be eventually drawn up in the percent rate contract form (P-1). Registered contractor of class as eligible the Tender documents can download from the web site <https://ganjam.nic.in> in all working days from 06.11.2024 to 21.11.2024 on payment of the cost as indicated in the table in shape of A/c payee D.D. (Non Refundable) drawn in favour of Block Development Officer, Khallikote. The Tenders shall be received in above offices along with D.D. (Non Refundable) in all working days during office hours from 06.11.2024 to 21.11.2024 (Excluding Holidays) till 05.00 P.M. The Tender will be open in the office of the Block Development Office, Khallikote on Dt.22.11.2024 at 11:00 A.M. in presence of the tenderer or their authorised representative. The tender shall be accompanied by E.M.D. for an amount as stipulated following for each work in shape of NSC / Postal Saving Pass Book / Post Office Time Deposit / Kissan Vikash / Deposit receipt in schedule Bank only, duly placed in favour of Block Development Officer, Khallikote, attested copies of valid ITCC, Pan Card, GST Clearance Certificate, Valid licence, affidavit without which the tender is liable for rejection. The authority reserves the rights to accept, cancel or reject any all the quotation without any reason thereof. The other terms and condition are available in tender schedule.

Sl. No	Name of the Work	Value of Work in Rs.	E.M.D. in Rs.	Time of Completion	Cost. of Tender paper Set (Non Refundable)
1	Construction of Additional Class Room at Machua Sahl, P.P.S.	23,64,000/-	23,640/-	180 Days	Rs.6000/- (Rupees Six Thousand) only
2	Construction of Additional Class Room at T Bagalpur U.G.H.S.	16,92,000/-	16,920/-	180 Days	Rs.6000/- (Rupees Six Thousand) only

- NB :
- Terms and Condition applied.


Block Development Officer
Khallikote

Memo No. 8367

Date. 04/11/2024

Copy in duplicate submitted to the Deputy Director, (Advt) and Deputy Secretary to govt. Information and Public Relations Department Govt. of Odisha Bhubaneswar for kind information and necessary action. It is requested to publish this notice in one edition of two different widely published leading local odia dailies and English newspaper on or before 15.10.2024 as required under provision of OPWD code. Copy of the papers where in advertisement is published may please be sent to this office for reference and record.


Block Development Officer
Khallikote

Memo No. 8368

Date. 04/11/2024

Copy in duplicate submitted to the District Information and Public Relations Officer, Ganjam for kind information and necessary action. It is requested to publish this notice in one edition of two different widely published leading local odia dailies and English newspaper on or before 6.11.2024 as required under provision of OPWD code. Copy of the papers where in advertisement is published may please be sent to this office for reference and record.


Block Development Officer
Khallikote

Memo No. 8369

Date. 04/11/2024

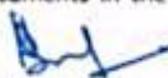
Copy submitted to the Collector & DM, Ganjam / CDO-Cum-EO, Zilla Parishad, Ganjam / CDM & PHO, Ganjam for favour of kind information and necessary action.


Block Development Officer
Khallikote

Memo No. 8370

Date. 04/11/2024

Copy to DIO, N.I.C Ganjam for uploading the detail tender call notice and the bid documents in the official website of Ganjam i.e. www.ganjam.nic.in


Block Development Officer
Khallikote

Memo No. 6371

Date. 04/11/2021

Copy to Office Notice Board and tender file of Khallikote Block for uploading the DTCN and Bid documents at NIC, Ganjam.


Block Development Officer
Khallikote



**GOVERNMENT OF ODISHA
PANCHYAT RAJ & DRINKING WATER DEPARTMENT
BHUBANESWAR**

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER
KHALLIKOTE BLOCK, GANJAM**

DETAIL TENDER CALL NOTICE (DTCN)

"Construction of Additional Class Room at Machhua Sahi P.P.S."
Tender Amount – Rs. ,23,64,000/-

**COST OF TENDER DOCUMENT: - Rs.6000/-
(NON- REFUNDABLE)**

PANCHYAT RAJ DEPARTMENT, ODISHA, BHUBANESWAR

TENDER FOR "Construction of Additional Class Room at Machhua Sahi P.P.S."

1	Tender Call Notice No. Identification No.	02 of 2024-25 Date 06.11.2024 of Block Development Officer ,Khallikote Block
2	Cost of Tender Schedule.	Rs: 6000/- (Rupees Six Thousand) only. (Non- refundable)
3	Last Date of Sale of Tender Schedule	From 06.11.2024 to 21.11.2024 on website https://ganjam.nic.in
4	Date of receipt of tender	From 06.11.2024 to 21.11.2024 upto 5.00 P.M. (Excluding holidays) along with D.D of Rs.6000/- (Non- refundable) in the Office of the Block Development Office, Khallikote Block and through registered post/ Speed Post.
5	Date of opening of tender	At 11.00 A.M. on 22-11-2024 in the Office of the Block Development Office, Khallikote

Money Receipt No. _____ // Dt.



**Block Development Officer,
Khallikote, Ganjam.**

N.B. :- This shall be submitted along with the tender documents in complete shape.



OFFICE OF THE PANCHAYATA SAMITI, KHALLIKOTE, GANJAM,

DETAILED TENDER CALL NOTICE 02/24-25 date 06-11-2024

Sealed tender in the prescribed proforma to be obtained from the website <https://ganjam.nic.in> on shape of A/c payee D.D. (Non-refundable) of Rs.6000/- (Non-refundable) per set to be eventually drawn up in Block or PWD form No.P-I will be received from the registered Contractors of State PWD or equivalent class of CPWD/ Railway / MES / Central Government / State Government on office hour undertaking from 06.11.2024 to 21.11.2024 upto 5.00 P.M. (Excluding Holidays) in the office of the Block Development Office, Khallikote for the work "Construction of Additional Class Room at Machhua Sahi P.P.S." under which should be written on the envelope containing the tender and same will be opened in the presence of tenderer or their authorized agents on 22.11.2024 at 11:00 A.M.

2. The estimated cost of the work tendered for Rs.23,64,000/-
3. The EMD / BID security will be executed as per the Govt. guidelines.
4. The work is to be completed within the stipulated time period.
5. Authority is reserved to reject any or all the tenders without assigning any reason thereof.
6. Each tender may take the form of definite rate for each item of work to be included in the contract and tenders containing in definite terms such as at estimated cost or schedule of rates or in percentage basis will not be considered. No conditional tender will be considered.
7. All rates in the tender is for finished items of work including all leads and lift of materials and tools and plants etc. Unless and otherwise as mentioned in the tender notice.
8. All taxes, fees, royalties etc. payable under the local rules including GST, Income Tax will be paid by the Contractor.
9. The Contractors should abide by the fair wages clause introduced by the Govt. and shall not less than fair wages fixed by the Govt. to the laborer engaged by him on the work.
10. The tender will not be considered unless the tenderer encloses the certified copy of the Income Tax clearance certificate, I.T. PAN Card, GST clearance certificate along with his tender and the original certificate is to be produced before the office at the time of opening the tender.
11. The percentage quoted in the tender should be written both in words and figures and in case of any discrepancies the unit and rate in words will prevail.
12. Extra items of work beyond the tender will not be paid.
13. All the material required for the work shall be supplied by the Contractor inclusive of cost, conveyance, royalty and taxes of materials.
14. On no account the work should be sublet to anybody without prior approval of competent authority and in such cases the contract will be rescinded.
15. The Contractor shall be liable to fully indemnify the department for the payment of any compensation under workman compensation act VIII of 1962 on account of workman employed by the Contractor and the full amount of compensation payable will be recovered from the Contractor.
16. The right is reserved to make such increase and decrease in the quantities of items of work mentioned in the schedule attached to the tender notice which may be considered necessary for satisfactory completion of the work such change will not invalidate the contract rates. The contractor will not be entitled to any compensation on this account except to an extent of asking the extension of time where consider necessary.

Signature of Contractor

17. The tenderer, whose tender is accepted shall forthwith upon written intimation being given to him for acceptance of his tender. The initial security deposit will be obtained as per the O.M No-5984 date -27/04/2021 of the works department. There after he will sign the agreement in PWD form No. P-1. If he fails to enter into the required agreement within stipulated time shall result for the action as deem fit.
18. The earnest money of the unsuccessful tenders if given will be refunded on application of the tenderer or after the tender is finally decided
19. In the event of dispute arises in tender/contract, neither the Contractor nor the department shall have the right to bring a suit in any court of law situated outside the state of Orissa.
20. The work may be split up and distributed among several contractors if considered necessary. On the exigency of that circumstances of the work and the contractor is not entitled to any complaint on this accounts.
21. No compensation for any damage caused by the rains by similar action during the execution of work will be paid.
22. Letters found in the tender box intimating modification to the tender already given will not be entertained.
23. The Contractor shall made at his own cost housing accommodation and medical facilities for the labour engaged on the work.
24. The Contractor shall make arrangements at his own cost at work site for the proper storage of the materials made over to him till the work is completed and balance materials are returned to department if supplied by the department.
25. The tender which is not in prescribed proforma and not strictly according to the terms and conditions of the tender and specification is liable to rejection.
26. In case of delay in supply of departmental materials (whenever required) no compensation will be admissible but extension of time will be allowed.
27. Security deposit will be refunded six months after the work is completed and after payment of final bill.
28. The tenderer should produce copy of duplicate valid contractor license registered under appropriate authority along with tenders failing which the tender is liable for rejection.
29. The works will be executed as per the State PWD and BIS specification.
30. Except where otherwise provided in the contract will questions and disputes at the meaning of specifications designs, drawing and instructions herein before mentioned and as to the quality and workmanship materials used on the work or as to any other question, claim right matter of there what so ever in any assign out of or relates to contract designs, drawings, specifications, estimates, instructions, orders these conditions or otherwise concerning the works or the work of the executions failure to execute the same. Whether arising during the progress of the works, or after the completion.
31. No item of work should be done unless agreement is executed for the same. No payment shall be made if any work is done prior to execution of agreement for the items of work in question under the impression whether rightly or wrongly that the items of work for which agreement has already been executed.
32. Dewatering during execution if required to be paid by the contractor.
33. If any telephone cable or electric cable comes inside the trench alignment, the same should be intimated to the Engineer in charge at site and the contractor shall not claim for delay in shifting of the cable by the concerned departments.
34. Sufficient labourer should be engaged for removal of rock and it should be completed within time.
35. Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact of awarding a work with Exemption of EMD should be entered in the Original Registration Certificate of the Engineer Contractor. Engineer contractor desirous to avail the exemption of E.M.D/ISD. is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

Signature of Contractor

36. In pursuance to the Govt. of Odisha Works Dept. Office Memorandum No. 4559 Dt- 05.04.2021, Additional Performance Security shall be obtained from the bidder when the bid amount is less than the 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 APS in the rates as noted below.

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder.
1	Below 5%	No Additional Performance security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

Exact amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favor of Block Development Officer, Khallikote/ Bank Guarantee in favour of the Block Development Officer, Khallikote from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar will be communicated through Letter of acceptance (LoA). After getting of (LoA) the successful bidder will produce the APS within 7 days of issue of letter of acceptance (LoA) by the Block Development Officer Khallikote. If he/she fails, the bid shall be cancelled & he/she will be suspended for the time specified in the tender document. Further, proceeding for blacklisting shall be initiated against the bidder. If the APS is submitted in shape of Bank Guarantee by the bidder, then the validity of the Bank Guarantee should be for a minimum period equal to the period allowed for completion of the work plus defect liability period of one year and one month extra for transaction period.

37. Bid must be accompanied with scanned copies of valid Registration Certificate duly registered in CDMS portal, active GSTIN, PAN Card and Affidavit in support of their claim along with their bid failing which the bid will be rejected. Bidders registered as "Engineer Contractors" desirous to avail exemption of E.M.D for participating in bid shall have to produce an affidavit for not having availed this facility in three works during the year 2023-24. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for recording the fact of availing exemption of E.M.D & ISD. for award of the work. Bidders registered as S.C. & S.T. Contractors desiring to avail concession(s) / price preference as per prevailing rules should upload necessary document and affidavit in support of their claim along with their bid, failing which their case may not be considered for availing price preference as per the above rule. No claim in this regard after opening of the bid will be entertained.

38. In case, if lottery is inevitable for finalization of the tender, then the tender accepting authority will finalize the tender through a transparent lottery system, which will be held in the office of the Block Development Officer, Khallikote, Dist:- Ganjam . The date and time of the lottery will be intimated to the qualified bidders through their address given and Email ID/WhatsApp including office notice board.

39. The Block Development Officer, Khallikote, Dist:- Ganjam may be contacted during office hours on any working days for any further clarification between 10:00 A.M to 5:00 P.M.

40. The bidders must submit the bid security declaration as per the proforma annexure in bid document with Annexure V. (Format of bid security declaration from bidders in lieu of EMD).

Signature of Contractor

GENERAL SPECIFICATION

1. The tender should include supply of all materials, labour, tools and plants centering, shuttering, scaffolding etc. complete unless otherwise specified.
2. All materials other than Government supplied will have to be of approved quality. The decision of the Executive Engineer on this issue will be final.
3. All exposed iron work shall be painted two coat of priming by paints whose quality a shade has to be approved by the Executive Engineer.
4. Plastering on RCC work shall not be paid for, if done by the Contractor.
5. Before issue of the departmental materials to the Contactor shall furnish bank guarantee of any of the nationalized banks for a sum equal to the cost of the materials. The bank guarantee shall be valid for the entire period of the agreement. The same will be refunded to the Contractor only after , the materials supplied to him are fully utilized in the works and amount thereof recovered from his bills in full or if the materials are partly utilized , the un utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged to the concerned departmental office.

SPECIAL CLAUSE

- a. All stock and store materials like cement, steel, Maxphalt paints etc. are to be arranged and supplied by the contractor himself as per IS specification subjected to approval quality by the Engineer-in-charge.
- b. No monetary claim or compensation of any kind what so ever will be entertained by the Department nor this can be termed as a plea by the Contractor to apply for extension of time to complete the work (This has been given effect from 01-04-1996

The machineries as and when required for execution of work should normally be arranged and supplied by the Contractor himself.
- c. No cement will be supplied by the department and the contractor has to procure cement of approved quality as specified in the agreement at his own arrangements and produce the cash vouchers in support there of in token of actual transaction without scope for reimbursement of extra cost involved if any.
- d. Payment will be made on receipt of bills in complete shape by the authority subject to availability of funds (Letter of Credit) under respective head of account. The department will not be liable for payment of any compensation for delay in payment of running / final bill. Nonpayment of bills due to contingency if any, during the course of execution of works shall not be treated as a bar for suspending the work.
- e. The work is to be completed within the stipulated period .

Signature of Contractor


**Block Development Officer,
Khallikote, Ganjam.**

SECTION – 8
FORMS

AFFIDAVIT

I, Sri Aged years Son/ Daughter / Wife of
Sri at present residing at PO P.S.
..... Dist Pin Do hereby solemnly affirm as
follows.

- i. That, I possess a valid license for Execution of works contract issued by *..... Belongs to Class & is valid up to **.....
- ii. I am submitting tenders before the Block Development Officer, Khallikote for execution of the work *** "Construction of Additional Class Room at Machhua Sahi P.P.S." in response to Tender Call Notice No.02/24-25 Date.06.11.2024.
- iii. I am swearing this affidavit that all tender documents and accompanying papers along with D.D (Non-refundable) those being submitted by me before the **Block Development Officer, Khallikote** are all authentic and bonafied documents in the eyes of the law of the land.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor

Note :

- * Mention the license issuing authority.
- ** Mention the date up to which the license is valid.
- *** Mention name of work for which tender is being submitted.

PERFORMANCE RECORD OF CONTRACTOR

1. Name of the Contractor :
2. Registration No. and Date :
3. Class of Contractor :
4. Licensing Authority :
5. License valid up to :
6. Details of works executed :

Sl. No.	Jobs under execution	Agreement amount	Date of Commencement	Stipulated Date of Completion	Whether work is progressing as per programme	Reasons for delay, if any.
1	2	3	4	5	6	7

7. Whether the Contractor has requisite machineries & personnel deployed (details of machinery and personnel deployed) :
8. Whether the quality of construction is satisfactory :
9. Whether he has capability to make good the loss time :
10. Whether the Contractor has abandoned any work in the past three years, if yes, the details thereof. :
11. Whether the Contractor has entered in to any litigation in the past if yes, the details thereof. :

Name of the Certifying Officer
With official seal

Signature of Contractor

Certificate of No relationship

I/We hereby certify that I/We am / are not related to any officer of P.W.D. of the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above in the P. R & D. W Deptt. I/ We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/ our tender liable for rejection.

Signature of Contractor

Address _____

Date: _____

**INFORMATION REGARDING CURRENT LITIGATION DEBARRING
EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE
TENDERER,**

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes/No
b) If yes, give details.
2. a) Has the tenderer or any of its constituent partners has been debarred / expelled by any agency in India during the last three years. Yes/No
3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last three years. Yes/No
b) If yes, give details :

Note:- If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of Contractor

Address _____

Date: _____

FORM OF BID SECURITY DECLARATION

(Letter head of the Bidder)

(Date)

Name of the Work:-

Bid Id No. :-

To

The Block Development Officer,
Khalikote

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. We accept that the Authority/Employer/Tender Inviting Authority shall cancel our empanelment and/or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the state for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - a. have withdrawn our Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us; or
 - b. having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the letter of Bid or any extended date provided by us,
 - i) Fail or refuse to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/Terms of the Bid document/RFP, or
 - ii) Fail to agree to the decisions of the contract negotiation meeting or
 - iii) Fail or refuse to execute the contract.
3. We understand this Bid Security Declaration shall expiry if we are not the successful bidder upon the earlier of your notification of the name of the successful bidder through award of contract; or after the expiry date of the bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

*In the case of the Bid submitted by Joint venture specify the name of the Joint venture as Bidder

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

{ Note. In case of a joint venture, the Bid Security Declaration must be in the name of all members to the Joint Venture that submits the Bid }

ANNEXURE-"VI"

CHECK LIST (SUBMITTED OR NOT)

		Tick appropriate column			
		YES		NO	
1	Certificate of Registration of Contractor with enrolment in CDMS Portal-attached.	YES		NO	
2	Certified copy of power of attorney in case of partnership firm, limited or corporation attached.	YES		NO	
3	Bid security declaration furnished.	YES		NO	
4	Copy of PAN Card Furnished.	YES		NO	
5	Copy of GST number with related documents furnished.	YES		NO	
6	Affidavit for authenticity of documents, Bid security declaration in lieu of EMD & Bid information furnished.	YES		NO	
7	Cost of bid document + GST number with related documents	YES		NO	
8	List of Plant / Equipment Furnished	YES		NO	
9	No Relation Certificate	YES		NO	
10	Affidavit for during the year (for Engineering Contractors)	YES		NO	
11	No Litigation Certificate	YES		NO	
12	Any other document as per DTCN.	YES		NO	
a		YES		NO	
b		YES		NO	
c		YES		NO	



1

**GOVERNMENT OF ODISHA
PANCHYAT RAJ & DRINKING WATER DEPARTMENT
BHUBANESWAR**

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER
KHALLIKOTE BLOCK, GANJAM**

DETAIL TENDER CALL NOTICE (DTCN)

**“Construction of Additional Class Room at T.Bagalpur U.G.H.S.”
Tender Amount – Rs. 16,92,000/-**

**COST OF TENDER DOCUMENT: - Rs.6000/-
(NON- REFUNDABLE)**

PANCHYAT RAJ DEPARTMENT, ODISHA, BHUBANESWAR

TENDER FOR "Construction of Additional Class Room at T.Bagalpur U.G.H.S."

1	Tender Call Notice No. Identification No.	02 of 2024-25 Date 06.11.2024 of Block Development Officer, Khallikote Block
2	Cost of Tender Schedule.	Rs: 6000/- (Rupees Six Thousand) only. (Non- refundable)
3	Last Date of Sale of Tender Schedule	From 06.11.2024 to 21.11.2024 on website https://ganjam.nic.in
4	Date of receipt of tender	From 06.11.2024 to 21.11.2024 upto 5.00 P.M. (Excluding holidays) along with D.D of Rs.6000/-(Non- refundable) in the Office of the Block Development Office, Khallikote Block and through registered post/ Speed Post.
5	Date of opening of tender	At 11.00 A.M. on 22-11-2024 in the Office of the Block Development Office, Khallikote

Money Receipt No. _____ // Dt.


**Block Development Officer,
Khallikote, Ganjam.**

N.B. :- This shall be submitted along with the tender documents in complete shape.



OFFICE OF THE PANCHAYATA SAMITI, KHALLIKOTE, GANJAM.

DETAILED TENDER CALL NOTICE 02/24-25 date 06-11-2024

Scaled tender in the prescribed proforma to be obtained from the website <https://ganjam.nic.in> on shape of A/c payee D.D. (Non-refundable) of **Rs.6000/-** (Non-refundable) per set to be eventually drawn up in Block or PWD form No.P-1 will be received from the registered Contractors of State PWD or equivalent class of CPWD/ Railway / MES / Central Government / State Government on office hour undertaking from **06.11.2024 to 21.11.2024 upto 5.00 P.M. (Excluding Holidays)** in the office of the Block Development Office, Khallikote for the work **"Construction of Additional Class Room at T.Bagalpur U.G.H.S."** under which should be written on the envelope containing the tender and same will be opened in the presence of tenderer or their authorized agents on **22.11.2024 at 11:00 A.M.**

2. The estimated cost of the work tendered for **Rs.16,92,000/-**
3. The EMD / BID security will be executed as per the Govt. guidelines.
4. The work is to be completed within the stipulated time period.
5. Authority is reserved to reject any or all the tenders without assigning any reason thereof.
6. Each tender may take the form of definite rate for each item of work to be included in the contract and tenders containing in definite terms such as at estimated cost or schedule of rates or in percentage basis will not be considered. No conditional tender will be considered.
7. All rates in the tender is for finished items of work including all leads and lift of materials and tools and plants etc. Unless and otherwise as mentioned in the tender notice.
8. All taxes, fees, royalties etc. payable under the local rules including GST, Income Tax will be paid by the Contractor.
9. The Contractors should abide by the fair wages clause introduced by the Govt. and shall not less than fair wages fixed by the Govt. to the laborer engaged by him on the work.
10. The tender will not be considered unless the tenderer encloses the certified copy of the Income Tax clearance certificate, I.T. PAN Card, GST clearance certificate along with his tender and the original certificate is to be produced before the office at the time of opening the tender.
11. The percentage quoted in the tender should be written both in words and figures and in case of any discrepancies the unit and rate in words will prevail.
12. Extra items of work beyond the tender will not be paid.
13. All the material required for the work shall be supplied by the Contractor inclusive of cost, conveyance, royalty and taxes of materials.
14. On no account the work should be sublet to any body without prior approval of competent authority and in such cases the contract will be rescinded.
15. The Contractor shall be liable to fully indemnify the department for the payment of any compensation under workman compensation act VIII of 1962 on account of workman employed by the Contractor and the full amount of compensation payable will be recovered from the Contractor.
16. The right is reserved to make such increase and decrease in the quantities of items of work mentioned in the schedule attached to the tender notice which may be considered necessary for satisfactory completion of the work such change will not invalidate the contract rates. The contractor will not be entitled to any compensation on this account except to an extent of asking the extension of time where consider necessary.

Signature of Contractor

17. The tenderer, whose tender is accepted shall forthwith upon written intimation being given to him for acceptance of his tender. The initial security deposit will be obtained as per the O.M No-5984 date -27/04/2021 of the works department. There after he will sign the agreement in PWD form No. P-1. If he fails to enter into the required agreement within stipulated time shall result for the action as deem fit.
18. The earnest money of the unsuccessful tenders if given will be refunded on application of the tenderer or after the tender is finally decided
19. In the event of dispute arises in tender/contract, neither the Contractor nor the department shall have the right to bring a suit in any court of law situated outside the state of Orissa.
20. The work may be split up and distributed among several contractors if considered necessary. On the exigency of that circumstances of the work and the contractor is not entitled to any complaint on this accounts.
21. No compensation for any damage caused by the rains by similar action during the execution of work will be paid.
22. Letters found in the tender box intimating modification to the tender already given will not be entertained.
23. The Contractor shall made at his own cost housing accommodation and medical facilities for the labour engaged on the work.
24. The Contractor shall make arrangements at his own cost at work site for the proper storage of the materials made over to him till the work is completed and balance materials are returned to department if supplied by the department.
25. The tender which is not in prescribed proforma and not strictly according to the terms and conditions of the tender and specification is liable to rejection.
26. In case of delay in supply of departmental materials (whenever required) no compensation will be admissible but extension of time will be allowed.
27. Security deposit will be refunded six months after the work is completed and after payment of final bill.
28. The tenderer should produce copy of duplicate valid contractor license registered under appropriate authority along with tenders failing which the tender is liable for rejection.
29. The works will be executed as per the State PWD and BIS specification.
30. Except where otherwise provided in the contract will questions and disputes at the meaning of specifications designs, drawing and instructions herein before mentioned and as to the quality and workmanship materials used on the work or as to any other question, claim right matter of there what so ever in any assign out of or relates to contract designs, drawings, specifications, estimates, instructions, orders these conditions or otherwise concerning the works or the work of the executions failure to execute the same. Whether arising during the progress of the works, or after the completion.
31. No item of work should be done unless agreement is executed for the same. No payment shall be made if any work is done prior to execution of agreement for the items of work in question under the impression whether rightly or wrongly that the items of work for which agreement has already been executed.
32. Dewatering during execution if required to be paid by the contractor.
33. If any telephone cable or electric cable comes inside the trench alignment, the same should be intimated to the Engineer in charge at site and the contractor shall not claim for delay in shifting of the cable by the concerned departments.
34. Sufficient labourer should be engaged for removal of rock and it should be completed within time.
35. Exemption of EMD to the Engineer contractor will be allowed for a maximum of three works in a financial year and the fact of awarding a work with Exemption of EMD should be entered in the Original Registration Certificate of the Engineer Contractor. Engineer contractor desirous to avail the exemption of E.M.D/ISD. is required to submit an affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

Signature of Contractor

36. In pursuance to the Govt. of Odisha Works Dept. Office Memorandum No. 4559 Dt.- 05.04.2021, Additional Performance Security shall be obtained from the bidder when the bid amount is less than the 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 APS in the rates as noted below.

Sl. No.	Range of Difference between the estimated cost put to tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder.
1	Below 5%	No Additional Performance security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

Exact amount of Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favor of Block Development Officer, Khallikote/ Bank Guarantee in favour of the Block Development Officer, Khallikote from any Nationalized / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar will be communicated through Letter of acceptance (LoA). After getting of (LoA) the successful bidder will produce the APS within 7 days of issue of letter of acceptance (LoA) by the Block Development Officer Khallikote. If he/she fails, the bid shall be cancelled & he/she will be suspended for the time specified in the tender document. Further, proceeding for blacklisting shall be initiated against the bidder. If the APS is submitted in shape of Bank Guarantee by the bidder, then the validity of the Bank Guarantee should be for a minimum period equal to the period allowed for completion of the work plus defect liability period of one year and one month extra for transaction period.

37. Bid must be accompanied with scanned copies of valid Registration Certificate duly registered in CDMS portal, active GSTIN, PAN Card and Affidavit in support of their claim along with their bid failing which the bid will be rejected. Bidders registered as "Engineer Contractors" desirous to avail exemption of E.M.D for participating in bid shall have to produce an affidavit for not having availed this facility in three works during the year 2023-24. In such case, the successful Engineer Contractor has to produce the original Registration Certificate for recording the fact of availing exemption of E.M.D & ISD. for award of the work. Bidders registered as S.C. & S.T. Contractors desiring to avail concession(s) / price preference as per prevailing rules should upload necessary document and affidavit in support of their claim along with their bid, failing which their case may not be considered for availing price preference as per the above rule. No claim in this regard after opening of the bid will be entertained.

38. In case, if lottery is inevitable for finalization of the tender, then the tender accepting authority will finalize the tender through a transparent lottery system, which will be held in the office of the Block Development Officer, Khallikote, Dist:- Ganjam . The date and time of the lottery will be intimated to the qualified bidders through their address given and Email ID/WhatsApp including office notice board.

39. The Block Development Officer, Khallikote, Dist:- Ganjam may be contacted during office hours on any working days for any further clarification between 10:00 A.M to 5.00P.M.

40. The bidders must submit the bid security declaration as per the proforma annexure in bid document with Annexure V. (Format of bid security declaration from bidders in lieu of EMD).

Signature of Contractor

GENERAL SPECIFICATION

1. The tender should include supply of all materials, labour, tools and plants centering, shuttering, scaffolding etc. complete unless otherwise specified.
2. All materials other than Government supplied will have to be of approved quality. The decision of the Executive Engineer on this issue will be final.
3. All exposed iron work shall be painted two coat of priming by paints whose quality a shade has to be approved by the Executive Engineer.
4. Plastering on RCC work shall not be paid for, if done by the Contractor.
5. Before issue of the departmental materials to the Contactor shall furnish bank guarantee of any of the nationalized banks for a sum equal to the cost of the materials. The bank guarantee shall be valid for the entire period of the agreement. The same will be refunded to the Contractor only after , the materials supplied to him are fully utilized in the works and amount thereof recovered from his bills in full or if the materials are partly utilized , the un utilized materials are returned by him to the department in full and in good condition and receipt thereof duly acknowledged to the concerned departmental office.

SPECIAL CLAUSE

- a. All stock and store materials like cement, steel, Maxphalt paints etc. are to be arranged and supplied by the contractor himself as per IS specification subjected to approval quality by the Engineer-in-charge.
- b. No monetary claim or compensation of any kind what so ever will be entertained by the Department nor this can be termed as a plea by the Contractor to apply for extension of time to complete the work (This has been given effect from 01-04-1996

The machineries as and when required for execution of work should normally be arranged and supplied by the Contractor himself.
- c. No cement will be supplied by the department and the contractor has to procure cement of approved quality as specified in the agreement at his own arrangements and produce the cash vouchers in support there of in token of actual transaction without scope for reimbursement of extra cost involved if any.
- d. Payment will be made on receipt of bills in complete shape by the authority subject to availability of funds (Letter of Credit) under respective head of account. The department will not be liable for payment of any compensation for delay in payment of running / final bill. Non payment of bills due to contingency if any, during the course of execution of works shall not be treated as a bar for suspending the work.
- e. The work is to be completed within the stipulated period .

Signature of Contractor


Block Development Officer,
Khallikote, Ganjam.

SECTION – 8
FORMS

AFFIDAVIT

I, Sri Aged years Son/ Daughter / Wife of
Sri at present residing at PO P.S.
..... Dist Pin Do hereby solemnly affirm as
follows.

- i. That, I possess a valid license for Execution of works contract issued by *..... Belongs to Class & is valid up to **.....
- ii. I am submitting tenders before the Block Development Officer, Khallikote for execution of the work *** "Construction of Additional Class Room at T.Bagalpur U.G.H.S." in response to Tender Call Notice No.02/24-25 Date.06.11.2024.
- iii. I am swearing this affidavit that all tender documents and accompanying papers along with D.D (Non-refundable) those being submitted by me before the **Block Development Officer, Khallikote** are all authentic and bonafied documents in the eyes of the law of the land.

That the facts stated in the affidavit are true to the best of my knowledge and belief.

Signature of Contractor

Note :

- * Mention the license issuing authority.
- ** Mention the date up to which the license is valid.
- *** Mention name of work for which tender is being submitted.

PERFORMANCE RECORD OF CONTRACTOR

1. Name of the Contractor :
2. Registration No. and Date :
3. Class of Contractor :
4. Licensing Authority :
5. License valid up to :
6. Details of works executed :

Sl. No.	Jobs under execution	Agreement amount	Date of Commencement	Stipulated Date of Completion	Whether work is progressing as per programme	Reasons for delay, if any.
1	2	3	4	5	6	7

7. Whether the Contractor has requisite machineries & personnel deployed (details of machinery and personnel deployed) :
8. Whether the quality of construction is satisfactory :
9. Whether he has capability to make good the loss time :
10. Whether the Contractor has abandoned any work in the past three years, if yes, the details thereof. :
11. Whether the Contractor has entered in to any litigation in the past if yes, the details thereof. :

Name of the Certifying Officer
With official seal

Signature of Contractor

Certificate of No relationship

I/We hereby certify that I/We am / are not related to any officer of P.W.D. of the rank of Asst. Engineer and above and any officer of the rank of Asst. Secretary and above in the P. R & D. W Deptt. I/ We am/are aware that if the facts subsequently proved to be false my/our contract will be rescinded with for feature of EMD & security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/ our tender liable for rejection.

Signature of Contractor

Address _____

Date: _____

**INFORMATION REGARDING CURRENT LITIGATION DEBARRING
EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE
TENDERER,**

- | | | |
|-------|--|--------|
| 1. a) | Is the tenderer currently involved in any litigation relating to the works. | Yes/No |
| b) | If yes, give details. | |
| 2. a) | Has the tenderer or any of its constituent partners has been debarred / expelled by any agency in India during the last three years. | Yes/No |
| 3. a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last three years. | Yes/No |
| b) | If yes, give details : | |

Note:- If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of Contractor

Address _____

Date: _____

FORM OF BID SECURITY DECLARATION

(Letter head of the Bidder)

(Date)

Name of the Work:-

Bid Id No. :-

To

The Block Development Officer,
Khallikote

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. We accept that the Authority/Employer/Tender Inviting Authority shall cancel our empanelment and/or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the state for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - a. have withdrawn our Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us; or
 - b. having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the letter of Bid or any extended date provided by us.
 - i) Fail or refuse to furnish the Performance Security and, Additional Performance Security, if required in accordance with the ITB/Terms of the Bid document/RFP, or
 - ii) Fail to agree to the decisions of the contract negotiation meeting or
 - iii) Fail or refuse to execute the contract.
3. We understand this Bid Security Declaration shall expiry if we are not the successful bidder upon the earlier of your notification of the name of the successful bidder through award of contract; or after the expiry date of the bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

*In the case of the Bid submitted by Joint venture specify the name of the Joint venture as Bidder

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

(Note. In case of a joint venture, the Bid Security Declaration must be in the name of all members to the Joint Venture that submits the Bid)

ANNEXURE-"VI"

CHECK LIST (SUBMITTED OR NOT)

		Tick appropriate column			
		YES		NO	
1	Certificate of Registration of Contractor with enrolment in CDMS Portal-attached.	YES		NO	
2	Certified copy of power of attorney in case of partnership firm, limited or corporation attached.	YES		NO	
3	Bid security declaration furnished.	YES		NO	
4	Copy of PAN Card Furnished.	YES		NO	
5	Copy of GST number with related documents furnished.	YES		NO	
6	Affidavit for authenticity of documents, Bid security declaration in lieu of EMD & Bid information furnished.	YES		NO	
7	Cost of bid document + GST number with related documents	YES		NO	
8	List of Plant / Equipment Furnished	YES		NO	
9	No Relation Certificate	YES		NO	
10	Affidavit for during the year (for Engineering Contractors)	YES		NO	
11	No Litigation Certificate	YES		NO	
12	Any other document as per DTCN,	YES		NO	
a		YES		NO	
b		YES		NO	
c		YES		NO	