

GOVERNMENT OF ODISHA
ST & SC DEVELOEMNET DEPARTMENT
DETAILED TENDER CALL NOTICE

1. Sealed tender are invited from the registered eligible contractors of P.W.D. / Irrigation/ R. W. wings / Railways / C.P.W.D. / M.E.S. in prescribed form to be eventually drawn in P.W.D. Form F-2 and will be received by the Project Administrator, I.T.D.A. Rayagada up to **5.30.P.M, Dated 24-09-2019** for the work “.....” and will be opened in the presence of the tenderers or their authorized agents on **25-09-2019** at **11.00 A.M** in Conference Hall, ITDA, Rayagada.

2. The tenderers should please note that the work will have to be completed within **3 (Three)** calendar months commencing from the date of issue of work order. Tenderers are required to submit detailed programme of works along with the tender which they consider necessary keeping in view of the clause-2 of the O.P.W.D. Form No. F-2. Without the programme of works, the tender will be considered defective. Authority for acceptance of tender would rest with Project Administrator, I.T.D.A. Rayagada.

3. Tenderers are required to pay earnest money (Bid security) @ 1% of tendered amount rounded to hundred rupees and Additional Performance Security (APS) required as described in clause No 3(a) deposited either in shape of N.S.C./KVP/Deposit receipt of Scheduled Banks/Bank Draft from any Nationalized Bank duly pledged to the Project Administrator, I.T.D.A., Rayagada otherwise their tender will not be considered.

The earnest money and Additional Performance Security (APS) will be refunded to the unsuccessful tenderers on application as per the terms and conditions laid down in P.W.D. Code and the same will be retained in case of successful tenders and will not carry any interest.

3(a). Tenderers are required to deposit and Additional Performance Security of 1.00 times of differential cost of Bid amount and 100% of the cost of tender at the time of Agreement. This is also applicable for ST/SC contractors applying for availing price preference of 10%. The ST/SC contractors have to deposit Additional Performance Security (APS) up to which they are intending to get price preference at the time of filling of tender.

4. a) The plan & specification for the work can be seen in the office of Project Administrator, I.T.D.A., Rayagada during working hours and days. Complaints at a future date the plan and specification have not been seen can not be entertained.

Tender paper cost amount is not refundable. Tender must be submitted in sealed cover. The name of the work should not be mentioned on the cover.

b) All other information can be obtained on application to the Project Administrator, I.T.D.A., Rayagada.

c) However, the department will not be held responsible if there is any delay in receipt of tender document by the intending contractors sent by the Postal Department through registered post & similarly if the tender documents sent by the intending contractor through registered post do not reach in the office by the appointed date and time their offers will not be considered on any account even if the tender documents were dispatched by the tenders before due date.

5. The Project Administrator, I.T.D.A., Rayagada reserves the right to reject any or all the tenders received without assigning any reasons thereof.

6. The tenderer whose tender is selected for acceptance and who have no fixed deposit with the Government shall within a period of seven days upon written intimation being to him of acceptance of his tender make a security deposit of 1% of the tendered amount, so that the earnest money and initial security deposit will be 2% of the tendered amount as shown in clause-3 above and sign the agreement in the P.W.D. Form No. F-2 (Scheduled XLV No. 61) for the fulfillment of the contract in the office of the Project Administrator, I.T.D.A, Rayagada.

The security deposit together with the earnest money and the amount withheld according to the provision of F-2 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be final accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and Government shall be the Fundamental Rights of the parties and the contract shall be deemed to be incomplete until the agreement use first being signed by the contractor and then by the proper officers, authority to enter into the contract on behalf of the Government. The department will accept the security deposit in the form of National Savings Certificate, or postal time Deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

7. The percentage rate should be quoted in word and figures other wise the tender will be liable to rejection. In case of discrepancies between words and figures, the words shall prevail. The rates should be quoted in percentage (%) less or excess. The tender shall be written legibly and free from erasures, over writings or conversion of figures, correction where unavoidable should be made by scratching out, initialing bating rewriting. Rate quoted by the tederer shall be considered up to two decimal places only.

8. The contractor will be responsible for payment of all taxes for quarrying materials. GST (12%) and Welfare cess (1%) are to be paid by contractor.

9. The tender may not, at the discretion of the competent authority be considered unless accompanied by attested copies of GST clearance certificate, non assessment certificate as the case may be and the original certificate produced before Project Administrator, I.T.D.A., Rayagada /committee of opening of tender.

10. If the contractor remove any materials or stock so supplied to him from the site of work with a view to disposing of the same dishonestly he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may then or any time thereafter become due to the contractor or from his security or from the proceeds of sales thereof.

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11. The contractor shall be fully liable to indemnify the department for payment of any compensation under "Workman" compensation Act VIII of 1923, on account of the workman being employed by him and the full amount of compensation paid will be recovered from the contractor.

12. Every tenderer must examine the detailed specification of Odisha before submitting his tender. This right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the scheduled attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase or decrease shall in no case invalidate the contractor's rate it shall be definitely understood that the Government do not accept any responsibility for the correctness or completeness of the quantities shown in the scheduled. The schedule is liable to alteration by commission, or additions & or deduction & it shall in no case invalidate the contract and no extra monetary compensation, will be entertained.

13. Deleted.

14. Deleted.

15. Empty cement bags to be returned failing which Rs 3.00 (Rupees Three only) will be recovered per bag from the contractor.

16. All reinforced cement concrete work should conform to Odisha Detailed standard specification and should be of M-200 design mixed equivalent to normal proportion of 1:2:4, / 1:1.5:3 / 1:2:3. having minimum compressive strength in work test of 150 Kg./Cm², 200 Kg./Cm² in 15 cm cubes at 28 days after mixing and tests conducted in accordance with I. S.-456 and 516 using 12 mm to 20mm hard black broken granite chips (20mm size not exceed 25%).

17. Shuttering and centering shall be with seasoned sal wood planks and the inside of which shall be lined with suitable sheeting made leak proof and water tight or alternatively steel shuttering may be used.

18. The selected contractor may take delivery of department supply of materials according to his need for the work issued by the J.E. in charge of the work. The contractor shall make all agreements for proper storage of materials, but no cost for raising shed for storage of materials and pay watchmen etc. will be borne by the Dept. These are also to be borne by the contractor, The Department is not responsible for considering the theft of materials at site, It is contractors risk Under any such plea if the contractor stops the work, he shall have to pay the full penalty as per clause of the F-2 contract.

19. For the purpose of jurisdictions the event of any contract should be deemed to have entered into with in the state of Odisha and it is agreed that neither party to the contract nor the agreements will be competent to bring a suit in regard to the matters covered by this contract at any place out side the state of Odisha.

20. After the work is finished all surplus material and debris are to be removed by the contractor and preliminary work such as vats, mixing platform etc. are to be dismantled and all building should be cleared and dressed. No extra payment will be made to the contractor on this account. The quoted rates should be inclusive of all these items.

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21. The contractor shall not interfere with the execution of water supply or electrical fitting arrangements and any other works entrusted to any other agency by the department at any time during the progress of the work.

22. The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

23. The contractor will have to arrange for water supply for all works and make housing arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangement for night work whenever necessary at his own cost.

24. Baling out of water from the foundation either rain water or sub-soil water necessary should be born by the contractor. No payment will be made for benchmarks, level pillars, profiles and benching and leveling ground where required. The rates quoted to be for finished items of work inclusive of these incidental items of work.

25. All the quantities mentioned or the schedule are combined for ground floor and multi floors, in case of multi storied buildings the rates should be through for the same.

26. Cement concrete in roof slab, beams etc. whenever prescribed by the Engineer in-charge shall be machine-mixed and vibrated and the contractor should arrange his own mixers, concrete vibrators, pumps etc. for the purpose.

27. It should be understood clearly that no claims, what so ever will be entertained in regard to extra quantity of any item besides estimated amount a written order must be obtained from the responsible officer of I.T.D.A. and rates settle for the extra items of works or extra quantity of any item of work according to clause-II of F2 contract. The rates for any item not covered in the agreement will be arrived on derivation from the rate of same class or item of work with any different specification provided in the agreement with addition or subtraction of corresponding cost of materials, In case, rate can be derived from the agreement the same will be arrived or derived from the schedule of rates in vogue at the time of actual execution of that item of work.

28. The tenderer shall have to abide by the C.P.W.D. Safety code rule introduced by the Govt. of India, Ministry of works, Housing and supply in their standing orders No. 44 to 50 dated 25-11-1957 which can be seen in the office Project Administrator, I. T. D. A., Rayagada on working hours and days.

29. Deleted

30. Tenders are required to abide by the fair wage, clause as introduced by the Govt. of Odisha, Works Dept. No. C. A. VIII R, 18/52-25 dated 26-02-1955 and No. IIM 56/6-28842 dated 27-09-1961, in case of any complaint by the labourers working about the nonpayment or less payment of his wages as per minimum wages Act.

The Project Administrator, I. T. D. A., Rayagada will have the right to investigate and if contractor is found to be in default to such labour such amount will be deducted from the dues of the contractor and pay the due amount to such labour directly under intimation to the local Labour

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Office of the Government and the decision of the Project Administrator, I. T. D. A., Rayagada will be final and binding on the contractor.

31. Pile / under-reamed Pile foundation should be executed as per standard design as directed by the Engineer-in-charge.

32. The contractor will be responsible for the loss damage of any departmental materials equipments supplied to him under clause 13 during execution of the work due to reasons what so after and the cost of such materials will be recovered from him at the prevailing stock issue rates plus storages charges or market rates which ever is higher

33. The contractor should arrange at his own cost, necessary tools and plans, machines, concrete mixer and vibrators and other machineries such as pumps etc. required for efficient execution of the work and rates quoted should be inclusive of the running charges of such plan and cost of consumables.

34. The contractor will have to submit monthly return of labour both skilled and unskilled employees engaged by him on the work to the Project Administrator, I. T. D. A., Rayagada.

35. The tenderers are required to go through each clause of Form No. F2 carefully in addition to clause mentioned herewith before tendering.

36. No part of the contract shall be sublet without written permission of Project Administrator, I. T. D. A., Rayagada or transfer made by power of attorney to others to receive payment on contractor's behalf.

37. Deleted.

38. If further necessary information is required, the Project Administrator, I. T. D. A., Rayagada will furnish such, but it must be clearly understood that the tenders must be received in order and according to instructions.

39. Cement shall be used in bags and weight of one Cum. of cement being taken as 42.41 quintals.

40. In the event of any delay due to department in supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension or supply of time will be granted on the application of contractor. But on claim for monetary compensation will be entertained under any such circumstances for which a no claim undertaking has to be furnished by the contractor in the prescribed proforma along with application for extension of time submitted by him.

41. No contractor will be permitted to furnish their tenders in their own manuscript papers.

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42. Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the queries and satisfy himself about the quality, availability of materials, medical aids, labours and food stuff etc. and the rates should be inclusive of all those item of work in every case the materials must comply with relevant specifications and samples of stores, metals chips etc. and other materials to be used are to be deposited in sealed bags duly labeled noting the name of query under dated initials by the tenderer for approval of the Project Administrator, I. T. D. A., Rayagada.

43. Government will not, however, after acceptance of contract rate, pay any extra charges for lead or and other reasons in case the contractor is found later on to have misjudged the materials available.

44. All fitting for doors and windows are supplied by the contractor should be of best quality and should be approved by the Project Administrator, I. T. D. A., Rayagada before they are used on work.

45. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.

46. a) **The contractor shall have to furnish a certificate in the proforma along with the tender to the effect that he is not related to any officers of I. T. D. A., Rayagada of rank of Asst. Engineer and above, any officer of the rank of Asst. Secretary and above in the S. C. as S. T. Department.**

b) I/We hereby certify that I/We am/are not related to any officer, I. T. D. A., Rayagada of the rank of J. E. and above and any officer of the rank of Asst. Secretary and above of the works department we am/are also aware that the facts subsequently proved to be false my/our contract will be rescind with forfeiture of E. M. D. and total 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 with the tender will render my/our tender liable for rejection.

47. All the tender received will remain valid for a period of ninety days from the date of receipt of tenders. The period of validity can also be extended if agreed to by the Department.

48. After completion of the work the contractor shall arrange all requisite equipments for testing of structure if found necessary and bear the entire cost of such test.

49. Tenders are required to submit (A) A list of works in their hand in the prescribed proforma herewith, (B) List of T. & P., (C) List of works executed along with the tender.

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(A) I / We do hereby certify that at present the following works are in my / our hand

Sl No.	Particulars of work Now in hand	Amount of Each work	Period in which the work is stipulated to be completed (in Months)	Approximate value of work done against each work on the date of submission of Tender	Department under which the work is being taken up
1	2	3	4	5	6

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

(B) I / WE do hereby certify that the following tools and pants, machineries and vehicle are my/our possession in working orders.

- i)
- ii)
- iii)
- iv)
- v)
- vi)
- vii)
- viii)

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

(C) I / We do hereby certify that the following works have been executed by me/us in the past.

Sl. No	Particulars of work Already executed	Approximate Amount of each. Work	Name of Dept. under which the work were executed	Period of commencement and period of completion	Whether the work Were completed in stipulated period
1	2	3	4	5	6

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

50. Letters etc. found in the tender documents raising or lowering rates or dealing with any point in connection with the tender will not be considered.

51. All reinforced cement concrete works in lintels, column, beam, chajja, roof, slab and other such works mixed in concrete mixture should be finished smooth and no extra charges for plastering if required shall be paid by the department.

52. Tenderers may at their opinion quote reasonable percentage of rates for the whole work carefully so that the rate should not be unworkable low and others too high.

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53. The contractor shall employ one or more Graduate Engineer or Diploma Engineers as apprentices at his own cost for works costing Rs. 2.5 lakh or more. The apprentices will be selected by the Collector, Rayagada. The stipend to be paid to the apprentices should not be less than Rs. 9600/- and Rs 9300/- per month in case of Graduate Engineer, Diploma holders Engineer respectively. The period of employment will commence within one month of the date of issue of work order and would last till the date when 90% of the work is completed Number of apprentices employed should be fixed by the Collector, Rayagada in any matter so that the total expenditure does not exceed 1% of the tender cost of the work (under Works & Transport Department No. 67811 Dt. 12-08-1967)

54. The tenderer shall bear cost of the various incidental sundries and contingencies necessitated by the work falling within the following or similar categories.

a) Rent, royalties and other charges of materials octrai duties all other taxes including sales tax, ferry/tolls conveyance. Charge and other cost on account of land and building including temporary building required by the tenderer for collection of materials, storage housing of staff or other by the tenderer for purpose of work. No rent will however be payable to Government for, temporary occupation of land owned by the Government at the site of the work.

b) Labours camps or huts necessary to a suitable scale including conservancy and sanitary arrangement there in to the satisfaction of the local health authorities.

c) Suitable water supply including pipe water supply whenever available for the staff and the labour as well as for the work.

d) Fees and duties levied by the Municipal, canal or water supply authorities.

e) Suitable equipment and wearing apparatus for labour engaged in a risky operation.

f) Suitable fencing berries, signals including paraffin and electric signal where necessary at work and approaches in order to protect the public employees from accidents.

g) Compensation including cost of any suit for injury to persons or property due to operation of work men's Compensation Act.

h) The contractor has to arrange adequate lightening arrangements for night work whenever necessary at his own cost.

i) The contractor has to arrange all the building materials including equipments required for undertaking under reamed File foundation for starting the work.

55. 12% of Gross Amount of the bill will be deducted towards GST from the contractor's bills.

56. Engineering Contractor or ST & SC contractors those availed the Govt. facilities for execution of contract they should not be allowed to sublet the work to any other contractor or agency. If they allowed to sublet the work to other contractor or agency, they should be penalized and blacklisted.

57. Where it will be found necessary by the department, the Officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Order regarding the work whenever necessary are to be entered in this book by the I.T.D.A., Rayagada Officers-in-charge with their dated signature and duly noted by the contractor or his authorised agent, with their dated signature. Order entered in this book and noted by contractor's agent shall be considered to have been duly given to the contractor for following the instruction of the department. The order book shall be property of the I. T. D. A., Rayagada and shall not be removed from the site of work without permission of the Project Administrator, I. T. D. A., Rayagada and to be submitted through the Engineer-in-charge every month.

58. The contractor shall requisition from the date of commencement of the work from the department and shall maintain in proper I. T. D. A., Rayagada Form with pages serial numbered in order to record items of work which are not covered by this contract and are claimable or his extra Claims shall be entered regularly in this book under dated signatures of the contractor or his only authorized agent at the end of each month. A certificate should also be furnished along with these claims to the effect that beyond this claim entered in the book, certificate to that effect should be furnished by the contractor in the claim book each claim must be definite and should give as for as possible, the quantities and as well as total amount claimed. The claim must be submitted by the contractor regularly by the 10th to 16th day of each month for orders of the Engineer-in-charge or competent authority claims not made in this manner or the claim books not maintained from commencement of the work are liable to be summarily REJECTED. The claim book is the property of the I. T. D. A. and shall be finally surrendered by the contractor to Project Administrator, I. T. D. A., Rayagada after completion of the work or before rescission of the contract by the department whichever earlier for record.

59. Over and above to these conditions the term and conditions and rules and regulation as laid down on Detailed Standard Specification of Odisha, Code is also followed.

60. No circumstance interest is chargeable for dues or additional dues, if any payable for the work.

61. Deleted.

62. The date of issue of the notice of the contractor to attend I. T. D. A. Office for signing the agreement shall be treated as the date of commencement of work, tender otherwise stipulated.

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63. All the security deposits (includes E.M.D & I.S.D) of the successful bidder will be released after receiving of audit report. Any defects arise within 2 years from the date of completion of works or the date of payment final bill will be rectified by the contractor. If the contractor fails to rectify the defects the security deposit will be forfeited.

64. Deleted.

65. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids.

65(a). When the bid amount is less than the cost of tender, an additional performance security is required to be deposited at the time of Agreement to the extent of 1.00 times of the differential cost of the bid amount and 100% of the cost of the tender. This is also applicable for the ST/ SC contractors applying for availing price preference of 10%. The ST/SC Contractors have to deposit additional performance security up to which they are intending to get price preference at the time of filling tender paper.

66. All the bidders have to submit an affidavit towards authentication of tender documents at the time of submission of tender, without which the tender will be liable for rejection.

67. In P-2 Lump Sum and P. H. Engineering contract form, the following shall be incorporated as new clause as 18 (c) of F-2 contract, clause-3 (c) of the Lump Sum contract and clause 19 (c) of P. H. Contract form. Special class contractor shall employ under him one Graduate Engineer and two Diploma Holder belonging to the State of Odisha, like wise 'A' class contractor shall employ under his one Graduate Engineer or two Diploma Holders belonging to the State of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emolument of the personnel of equivalent qualification employed under state Govt. of Odisha, Collector Rayagada may however assist the contractor with names of such unemployed Graduated Engineer and Diploma Holders if such help is sought for by the contractor.

The names of such engineering personnel appointed by the contractor should by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the will has been appraised by him. (Vide Works. Department No. Codes - M-22/91 - 15384, dated 09-07-1991)

68. Past Performance Certificate of Contractor.

Performance Record of Contractor

- a. Name of Contractor :-
- b. Regd. No. & Date :-
- c. Class of Contractor :-
- d. Licensing Authority :-
- e. License valid up to :-

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f. Details of work Executed :

S.L. No.	Name of work 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

- g. Whether the contractor has requisite machineries & Personnel deployed (Details of Machinery & Personnel deployed):-
- h. Whether the quality of Construction is satisfactory :-
- i. Whether he has capability to make good the loss time :-
- j. Whether the Contractor has abandoned any work in the past 3 years, if Yes the details thereof :-**
- k. Whether the Contractor has entered in to any litigation in the past, if Yes the details thereof :-
69. The tender of defaulting contractors (leaving the earlier works of I.T.D.A. incomplete and those contractors whose progress on I.T.D.A. works are unsatisfactory within the stipulated scheduled period) will not be considered till completion of the earlier works awarded by this I.T.D.A.
70. Engineer Contractor will be availed 3 Nos. of works without E.M.D. in a financial year and exemption of the E.M.D. should be entered in the Original Contractor Registration Certificate as per Works Department Letter No. FA-R-11/201/10003, Dated. 24.05.2001.
71. To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the accepting authority shall be conclusive evidence) 20% value of the left over works will be realized from the contractor as penalty.
72. 1% of the gross bill amount will be deducted from each bill from the contractors towards welfare cess of Govt.
73. The bidder is responsible for procurement of materials from authorized sources and voluntary disclose the source of procurement for the purpose of billing. Besides the bidder shall submit the details of quarry for procurement while submitting the bids.
74. Before acceptance tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

Total 74 (Seventy Four) Clauses only

Signature of the Certifying Officer
With Official Seal

Signature of the Contractor

**Project Administrator,
I.T.D.A., Rayagada.**

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