

Panchayat Samiti Office Lakhanpur
Dist-JHARSUGUDA



PR&DW DEPARTMENT, ODISHA
BID DOCUMENT

Name of the work

1. Repair and construction of Banjipali UPS, Katarbaga GP

Name of the Block: **LAKHANPUR**

Name of the District: **JHARSUGUDA**

Signature of the Tenderer

Signature of the BDO Lakhanpur

CHECKLIST TO BE SUBMITTED BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Cost of tender paper ₹.....(Scanned copy of financial instrument shall be furnished)			
02.	E.M.D for ₹..... /- Copy of financial instrument shall be furnished)			
	Or			
	E.M.D for Rs...../- deploying machineries outside the State			
03.	Copy of valid Registration Certificate			
04.	Copy of valid GST Registration certificate			
05.	Copy of PAN Card			
06.	No Relationship Certificate in Schedule – A			
07.	Works Experience -			
	List of works (similar nature)executed (Schedule-E)			
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-C)			
(B)	Affidavit (Schedule-D)			
09	Tools & Plants and machineries as per the requirement in Schedule-B Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2 nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.			

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CONTRACT DATA

GENERAL INFORMATIONS: -

Sl. No	Item	Details
1	Bid Identification No.	
2	Name of the Work and Sl.No	
3	Name and Address of Contractor with Ph. No.	
4	Officer Inviting Tender	Block Development Office, Lakhanpur
5	Engineer-in-charge of work	Asst. Executive Engineer
6	Estimated Cost:	Rs.
	Amount put to tender:	Rs.

BID INFORMATION: -

1	Intended completion period/Time period assigned for Completion		Calendar Months
2	Last Date & time of submission of Bid		Date: -
3	Cost of Bid Document		
	i	Bank draft amount separately (Cost of tender paper)	Rs.
	ii	In favour of	Block Development Officer, Lakhanpur
	iii	Payable at	Lakhanpur
4	Bid Security		
	i	Amount	Rs.
	ii	In favour of	Block Development Officer, Lakhanpur
	iii	Payable at	Lakhanpur
	iv	Type of instrument	As specified in the bid document.
5	Bid validity period		90 days
6	Minimum period of contract / agreement		6 Calendar Months
7	Currency of payment for Contract		Indian Rupees
8	Language of Contract		English

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DETAIL TENDER CALL NOTICE

Sealed Percentage Rate Bids are invited from B class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of Civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for **1. Repair and construction of Banjipali UPS, Katarbaga GP** for the projects mentioned in the DTCN.

This detailed Tender Call Notice along with the clauses mentioned here in shall form a part of the contract and agreement.

1. The sale of the bid document shall start from the **date 24.10.2024 at 10.00 A.M. to date 13.11.2024 up to 5 .00 P.M.** during the working days in the office of the Block Development Office, Lakhanpur and the last date for receipt of bid document is **date. 14.11.2024 up to 5.00 P.M.**
2. The tender will be opened in the Conference Hall of Block Development Office, Lakhanpur **on dt 16.11.2024 at 11.00 A.M** in the presence of the Bidders or their authorized representatives having written authorization for the purpose.
3. The Bid document can be purchased from the office of Block Development Office, Lakhanpur as mentioned in Col No-8 of DTCN against a non-refundable fee towards cost of bid documents in the form of Demand Draft issued by any Nationalized/ Scheduled bank in favour of **Block Development Officer, Lakhanpur** and payable at State Bank of India, Lakhanpur.
4. The authority will not be responsible, if any portion of the bid document is modified and in all cases the conditions stipulated in the original document kept in the Office of the undersigned shall prevail.
5. Bidding documents will be Dispatched by registered/speed post only. The Department will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
6. If the tender documents sent through registered / speed post do not reach in the concerned office by the above date and time, the offer will not be considered on any account even if the tender documents were dispatched by the tenderer before the due date.
7. The tender is to be submitted with AFFIDAVIT, EMD, DTCN duly filled in and signed by the contractor, attested copy of valid registration certificate, attested copy PAN card, attested copy GST No, attested copy of cast certificate with original AFFIDAVIT and No relation certificate. The envelope is to be sealed and super scribed as **"NAME OF THE WORK"** (As mentioned in the DTCN Column-2 of the above Table for each project). The Tenderers are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenders. The tender should be submitted **through Registered Post/ Speed Post only.**
8. No tender paper will be received by hand or courier service.

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9. The contractors registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, works having competency and expertise in Civil works can put tenders for this work.
10. The contract will be drawn in P.W.D. P-1 contract form.
The contract shall be drawn & signed by concerned **Block Development Officer** on behalf of the Government of Odisha after successful bidding procedure.
11. No tender documents will be sold to the intending tenderer beyond the date and time of sale mentioned in the tender notice.
12. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
13. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
14. The work is to be completed in all respects within **06 (six)** calendar months from the date of issue of work order.
15. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
16. The bidder shall quote rate on % (percentage) basis only (% excess over / less than / equal) both in figure and words at appropriate place of Tender Schedule.
 - i. In case of percentage (%) rate tenders, only percentage quoted shall be considered. Percentage quoted by the Contractor shall be accurately filled in figures and words, so that there is no discrepancy.
 - ii. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.
 - iii. If any discrepancy is found in the percentage quoted in percentage excess / less and total rate quoted by the Contractor then percentage will be taken as correct.
 - iv. The percentage quoted in the tender without mentioned excess or less and not supported with the corresponding amount will be treated as excess. Where the Contractor has omitted to quote the rates either in figures and words, the officer opening the tender should record the omission.
 - v. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
 - vi. No excess over and above the estimated rates shall be allowed in case the lowest tenderer fails to negotiate his rates to estimate rates, the documents shall be forwarded to higher authority for approval.
17. Every page of the D.T.C.N. and tender paper should be signed by the tenderer failing, which the tender will be rejected.

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Amendment to Appendix-IX, Clause-36 of OPWD Code, Vol-II by inclusion

17.1 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. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system. Where all bidders/their authorized representatives with other official members nominated for the purposes will remain present.

Amendment to Para-3.2.8 Note-II of OPWD Code, Vol-I by inclusion

17.2 In case of tender accepted below schedule of rate, the tender amount excluding percentages shall be treated as sanctioned amount and allotment will be limited to that extent any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provision of OPWD Code.

Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I

17.3 Before acceptance of 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 period and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

18. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all documents, which form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications of Odisha, and other relevant specifications of Board of Indian Standard (BIS) and Drawings, which are available.

Complaint at a future date that plans and specifications have not seen by the tenderers cannot be entertained.

19. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc. in every case, materials must comply with the relevant specification and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire

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satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

20. The bid must be accompanied by Earnest Money Deposit (EMD) of the amount @ 1% (One percent) of the estimated cost put to tender rounded to nearest hundred rupees i.e., **As Mentioned in the DTCN Column No-6** only along with tender in shape of Fixed Deposit receipt of ***Scheduled Bank / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account*** duly pledged in **favour of Block Development Officer, Lakhanpur** payable at Lakhanpur as per the terms and conditions laid down in OGFR and in no other form. Bidders desirous to hire machineries or Equipments from outside the State are required to furnish 2% (Two percent) of the amount put to tender in form of above shape and as per the above terms and conditions. Tenders not accompanied with EMD as specified above shall be liable for rejection.
(**N.B.:** - Pay orders or Banker's cheque from any Scheduled Bank in favour of **Block Development Officer, Lakhanpur**, shall not be considered as EMD).
21. The tender should be accompanied with the attested true copies of the valid Registration certificate, Valid G.S.T. No. and PAN card which are mandatory and the original certificates are to be produced within 3(three) days of opening of the tender or at the time of opening of the tender before **Block Development Officer, Lakhanpur** for verification otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
22. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Call Notices. Any change in the wording will not be accepted.
23. Letters found in the envelope or lowering the rates or dealing with any point in connection with the tender and regarding adjustment of E.M.D. or any other matter will not be considered.
24. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
25. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent for rejection of their tenders. The retention of E.M.D. with the Department will carry no interest.
26. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted for the award prior to expiration of the validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

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The Notification of award will constitute the formation of the contract, subject to only to the furnishing of a performance security and (Initial Security Deposit) in form of Fixed Deposit receipt of ***Scheduled Bank / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account*** duly pledged in favour of the **Block Development Officer, Lakhanpur** and in no other form which including the amount already deposited as bid security shall be 5 % of the value of the tendered amount and sign the agreement in the P.W.D. form No.P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the concerned **Block Development Officer or as directed**. The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement. The agreement will incorporate all agreements between the Block Development Officer and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the BDO/Engineer-in-Charge. Following documents shall form part of the agreement

- a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form P-1 with latest amendments.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security. No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after (12) twelve months of completion of the work and payment of the final bill and will not carry any interest (As per order No. 17823 dt. 11.10.2006 of Works Department)

TECHNICAL SPECIFICATION: -

27. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
28. Tenderers are required to liable by fair wages clause as introduced by the latest Govt. of Odisha, Works Department.
29. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a) Rent royalties, cess and other charges of materials, Octroi and all other taxes including prevailing sale tax / GST from time to time. Ferry tolls, conveyance-charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land

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owned by Govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

- b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K-Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
 - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
 - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - f) Suitable safety Equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
 - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
 - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
 - j) The Contractor shall implement all the Guidelines issued by the State Govt. & Central Govt. for the construction workers at the project site for COVID-19 pandemic.
- 30.** No payment will be made for layout, benchmark, level pillars, profiles and benching and levelling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
- 31.** After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
- 32.** It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

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33. No part of the contract shall be sublet or transfer be made by the power of attorney authorizing others to receive payment on contractor's behalf.
34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
35. **No Relation certificates.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Asst. Executive Engineer & above /Under Secretary & above in the PR & DW Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
36. All items of work as per schedule of quantities of this tender should confirm to Odisha Detailed Standard Specification, as per the PWD specification and latest provisions of relevant clauses.
37. Shuttering & centering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
38. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
39. Cement Concrete should be machine mixed by weight by means of concrete mixture confirming to relevant grade and approved by the Engineer-in-charge for all types of concrete works. The Contractor should arrange his own batching plant concrete mixer appropriate vibrators, pumps, etc. for this purpose at his own cost and departmental machinery If available only may be utilized on payment of necessary hire charges as detailed in clause of recovery sheet on necessary requisition.
40. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
41. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk.

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Under any such plea, if the tenderer stops the work, he shall have to pay the full penalty as per clauses of the contract.

42. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
43. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
44. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
45. No claim whatsoever will be entertained for supply of machineries.
46. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last three years, prior to the date of the bid, shall be debarred from qualification. The tenderer must submit the required information of the DTCN. The tenderer is to furnish an affidavit in the specified format as per the DTCN. Regarding authentication of tender documents & information about any litigation & Bank guarantee etc. Non-furnishing of the information and required affidavit, the tender will be liable for rejection.
47. **It should be clearly understood that:**
 - a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Asst. Executive Engineer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control at any Government Approved Test Laboratory or Zonal Laboratory at Sambalpur. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - d) Plain concrete and reinforced concrete specimens will be tested in Government Approved Test Laboratory or Zonal Laboratory at Sambalpur. Cost of testing of all specimens and samples will be borne by the Contractor.

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48. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
49. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
50. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. And that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors.
51. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
52. All special conditions & special concessions offered in the tenderer may specify clearly. All reinforced cement concrete work should be done in presence of concerned Technical Consultant & Contractor.
53. The Department will have right to inspect the scaffolding, centering& shuttering made for the work and can be reject partly or fully such structures if found defective in their opinion.
54. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
55. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, it must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
56. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
57. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of Labour Department. Within one month of starting the work.

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58. Performance Security**Amendment to Para-3.5.5(V) of OPWD Code, Vol-I by modification**

Additional Performance Security Deposit-Additional Performance Security (APS) 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 Additional performance security as per the following rate as per O.M No- 4559 dated 05.01.2021 of Works Department, Govt. of Odisha.

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).

Estimated cost minus the quoted amount as Additional Performance Security Deposit in shape of Fixed Deposit receipt of **Scheduled Bank / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account** duly pledged in **favour of Block Development Officer, Lakhanpur** within seven days of issue of Letter of Acceptance (LoA), otherwise the bid shall be cancelled and security deposit shall be forfeited and further proceeding for black listing shall be initiated against the successful bidder.(as per Govt of Odisha works department office memorandum no. 14299, dt.03.10.2017 and amendment of para no 3.5.5 (V) of OPWD code volume 1).

- 59.** Sample of all material - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the AEE of the Block.
- 60.** An engineering personnel of the executing agency should be present at work site at the time of visit of High-level Inspecting officers.
- 61.** All reinforced cement work should conform to Odisha Detailed specification and should be of proportion M-15,M-20 & M-25 having a minimum compressive strength (in work test) 150Kg/200Kg/250Kg: per Cm² in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456/2000 and IS 516 using 12mm to 20mm. size hard black crusher broken granite chips (20mm size not be exceed 25%).
- 62.** Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary, should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and levelling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.
- 63.** It should be understood clearly that no claims whatsoever would be entertained.
- 64.** The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

Signature of the Tenderer
Signature of the BDO Lakhanpur

65. The Contractor will have to submit monthly report on return of labour for both skilled and unskilled employed by him on the work to the concerned Block Development Officer.
66. All fittings for doors and windows as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge before they are used on the work.
67. After completion of the work the contractor shall arrange at his own cost all requisite Equipments for testing buildings, if found necessary and bear the entire cost of such test.
68. All reinforced cement concrete works should be finished smooth. Extra charges for plastering if required to any R.C.C. structures like Bathing Steps, Guard wall etc. shall not be paid.
69. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and for others too high.
70. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 12 months after completion of work or if any, imperfection becomes apparent to the work within 12 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
71. The Fly ash bricks of good qualities should be used. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
72. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department. Within one month of starting the work.
73. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
74. Engineering Contractors desiring to avail the exemption facility of EMD should submit an original affidavit as regards, the fact of availing award of work without submission of EMD/ISD during the current financial year. He should also produce original contract license at the time of opening of tender document to make necessary entry to that effect as such facilities are limited to three participation in tender during a financial year. Otherwise, their tender will be liable for rejection.
75. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
76. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
 - (i) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be

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tested through the Engineer-in-charge of the respective Blocks at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

- (ii) The tests have to be planned & carried out such that the progress of work is not hampered.
- (iii) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
- 77.** In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
- 78.** It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings.
- 79.** Schedule of quantities is accompanied in the Bid. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
- 80.** In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Asst. Executive Engineer of the Block will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the BDO is final and binding on the contractor.
- 81.** The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification (Steel: SAIL/TATA TISCON/JINDAL/SHYAM Cement: KONARK/ACC/ULTRATECH) at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
- 82.** If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
- 83.** Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of

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materials from approved manufacturer get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.

84. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
85. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
86. The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned AEE with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
87. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
88. Trial Boring - The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
89. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default, Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.
90. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot

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Signature of the BDO Lakhanpur

or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

91. Gradation of ingredients: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MORT & H specifications.
92. 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. Orders regarding the work whenever necessary are to be entered in this book by the AEE with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the concerned Block Development Officer and shall not be removed from the site of work without written permission of the AEE and to be submitted to the Engineer-in-charge every month.
93. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
94. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrows areas, land, approach road to the building site etc. are the responsibility of the contractor.
95. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
96. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.
97. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.
 - a) Required E.M.D as per the Clause No.20 of this notice.
 - b) Copy of valid Registration Certificate, Valid GST Registration No, PAN card along with the tender documents and furnish the Original Registration certificate and Pan card for verification within 3 (three) days of opening of the tender before the Block Development officer, Lakhanpur as per Clause No. 21 of this notice.
 - c) Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant and affidavit to that effect including authentication of tender documents as per clause 46 of this notice.
 - d) License criteria as per Clause No.09 of this notice.
 - e) Authority to seek references from the Bidder's bankers.
 - f) The proposed methodology and programme of construction backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and

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completion of the work as per technical specifications and within the stipulated period of completion.

98. AMMENDMENT TO THE CONDITION OF F2 CONTRACT

Clause-2(a) of F2 Contract: -TIME CONTROL: -

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Block Development Officer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval of a Programme commensurate to Clause no.14 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3 To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $\frac{1}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}^{\text{th}}$ of the whole of the work before $\frac{3}{4}^{\text{th}}$ of the whole time allowed under the contract has elapsed.

2.1.4 If at any time it should appear to the Engineer-in-Charge that the actual progress of the work does not conform to the programme to which consent has been given, the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5 An update of the Work Programme shall be a programme showing the actual progress achieved, on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6 The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

2.2 Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Block Development Officer issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right

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or remedy available in law, be at liberty to forfeit the Earnest Money & Performance Guarantee / Security deposit absolutely.

- 2.2.2.** As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3.** In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Block Development Officer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force Majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4.** Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5.** In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Block Development Officer in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Block Development Officer and this shall be binding on the contractor.

2.3. Compensation for Delay.

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- 2.3.1** If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Block Development Officer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.1.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

2.4. Incentive for early completion

Amendment to Para-3.5.5(V) Note-III of OPWD Code, Vol-I by modification

- 2.4.1** For availing incentive clause in any project which is completed before the stipulated date of completion. Subject to other stipulations it is mandatory on the part of the concerned Block Development Officer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Block Development Officers & the Administrative Department. The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of the work in all respect in the following scale;

Before 30% of contract period	=5% of Contract Value
Before 20% to 30% of contract period	=4% of Contract Value
Before 10% to 20% of contract period	=3% of Contract Value

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Before 5% to 10% of contract period	=2% of Contract Value
Before 5% of contract period	=1% of Contract Value

2.5. Management Meetings

2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

2.5.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those who attending the meeting and to the Higher Authority. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.8310 dt 17.05.2006 of Works Department, Odisha): -

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Block Development Officer shall be conclusive evidence), 20% of the value of left-over work will be realised from the contractor as penalty.

99. The tenderers are required to go through each clause of Form P-1 includes existing provisions of PWD Code and amendments made there to carefully in addition to the clauses mentioned here in before tendering.

Total No. of Clauses 99 (Ninety-Nine)

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SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We* am/are* related/not related (*) to any concerned officers of _____ Block of the rank of AEE& above and any officer of the rank of Under Secretary above of the PR&DW Department, Govt. of Odisha. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and 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.

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:

Signature of the Tenderer

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SCHEDULE-B**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK**

List of plants and equipment	Requirement
Water Tanker	1 Nos
Tractor	2 Nos
Truck	3 Nos
Centering & Shuttering Materials	50 Sqm
Mixture Machine	1 Nos
Plate Vibrator	2 Nos
Needle Vibrator	4 Nos
Water Pump	2 Nos
Generator	1 Nos

NOTE:

1. Capacity of each plant and equipment should be as per specification attached separately.
2. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
3. The equipment mentioned above must be clearly indicated as "Owned / Leased."
4. The above list is not exhaustive. All other machinery/equipment as will be required for satisfactory completion of the work shall have to be deployed by the agency.
5. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

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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 been debarred/expelled by any agency in India during the last 5 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 3 years.	Yes / No
	b)	If yes, give details:	

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

Date:

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SCHEDULE -D**AFFIDAVIT**

1. The undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last three years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the firm)

Signature of the Tenderer

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SCHEDULE -E
WORKING EXPERIENCE

LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS

Name of Employ er	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion n of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Signature of the Tenderer

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For official use only**Title of Officer: -****Name of Firm: -****Date: -****Contractor**

Tender paper sold for the work as “.....
**Lakhanpur Block**” at an estimated cost of Rs.-/- Rupees
 only on payment of Rs...../-(Rupees.....
**thousand**) only vide Money Receipt No.
 Dt. against Demand Draft/TD/NSC No.
 dt payable at Lakhanpur.

Block Development Officer
Lakhanpur

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For official use only**01. E.M.D.**

Furnished / Not furnished

Rs. _____

in shape of _____

Pledged/Not Pledged

02. Valid Registration certificate: -

Copy furnished/Not furnished

03. PANCard: -

Copy Furnished/Not furnished

04. G.S.T No : -

Copy Furnished/Not furnished.

05. Nos. of Tender paper: -

Total: - Sheets only

APPROVED**Block Development Officer
Lakhanpur**

Signature of the Tenderer**Signature of the BDO Lakhanpur**