

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Patabeda in NIJIGARH G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

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B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
 - 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO: _____, Dist. _____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “_____”.

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Patabeda in Nizigada GP, of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, champering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Talabahali in JHARBEDA G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
- (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
- (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
- (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Talabahali in Jharbeda GP of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Bhetia in Alori G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer, DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F
AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Bhetia in Alori G.P. of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, champering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification, Supplying and fixing of accessories of Pump, Over head Tank and water Supply including cost of all taxes complete & Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Susab –II in Chasagurujang G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

SI N o	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(no n refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
 - 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F
AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill- _____, PO: _____, Dist. _____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Susab –II in Chasagurujang
G.P. of PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

CONTRACTOR

B.D.O, Pallahara

	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification, Supplying and fixing of accessories of Pump, Over head Tank and water Supply including cost of all taxes complete & Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Timi in Seegarh G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

SI N o	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(no n refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

CONTRACTOR

B.D.O,PALLAHARA

7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
- (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
- (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
- (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Timi in Seegarh G.P.of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification, Supplying and fixing of accessories of Pump, Over head Tank and water Supply including cost of all taxes complete & Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupees Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Srirampur I Batisuan G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

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B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

SI N o	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(no n refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by resistered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, **GST Resistration** No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular tender will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

CONTRACTOR

B.D.O,PALLAHARA

89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “_____”.

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Srirampur I Batisuan G.P.of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, champering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

CONTRACTOR

B.D.O, Pallahara

	compacting concrete watering an curing for 4 weeks, including centering,shutteringand finishing the exposed surfaces smooth with cost,conveyance,royalties and taxes of all materials and labour with T&P required for the work etc.complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 guage and labour charges for straightenisng,cutting,bending,binding etc. of the M.S. rods or tor steel land binding wire of 18 to 20 guage and labour charges for straightening,cutting,bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking,welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost,conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 guage and labour with all T & P required for the work etc.complete in all lfloors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc.complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slury mixed with pigment to match the shades of the tiles including rubbing and polishing with cost,conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slury mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)						
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00	
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00	
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20	
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00	
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00	
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00	
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00	
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00	
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00	
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00	

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Bankhol in Karadapal G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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B.D.O,PALLAHARA

7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

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83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “_____”.

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

Name of work:- Construction of AWC Building at Bankhol in Karadapal G.P. of PALLAHARA Block.

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification, Supplying and fixing of accessories of Pump, Over head Tank and water Supply including cost of all taxes complete & Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Gopinathpur in Badasada G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

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B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill- _____, PO: _____, Dist. _____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Gopinathpur in Badasada
G.P. of PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

CONTRACTOR

B.D.O, Pallahara

	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification, Supplying and fixing of accessories of Pump, Over head Tank and water Supply including cost of all taxes complete & Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Odash-li in Khamar G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer, DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

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83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “_____”.

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

Name of work:- Construction of AWC Building at Odash-li in Khamar G.P. of PALLAHARA Block.

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Pitta in Sankhamur G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

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83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants".

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

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ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F
AFFIDAVIT

I Sri _____ aged _____ years, S/O _____, Vill- _____, PO: _____, Dist. _____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Pitta in Sankhamur G.P. of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Patatangar in Parachhat G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

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B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

SI N o	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(no n refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara .
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only .The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend .If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.

108. ADDENDUM TO THE CONDITION OF P1 CONTRACT

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

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SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

Name of work:- Construction of AWC Building at Patatagar in Parachhat G.P. of PALLAHARA Block.

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering an curing for 4 weeks, including centering,shutteringand finishing the exposed surfaces smooth with cost,conveyance,royalties and taxes of all materials and labour with T&P required for the work etc.complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 guage and labour charges for straightenisng,cutting,bending,binding etc. of the M.S. rods or tor steel land binding wire of 18 to 20 guage and labour charges for straightening,cutting,bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking,welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost,conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 guage and labour with all T & P required for the work etc.complete in all lfloors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc.complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slury mixed with pigment to match the shades of the tiles including rubbing and polishing with cost,conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slury mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)						
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00	
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00	
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20	
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00	
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00	
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00	
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00	
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00	
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00	
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00	

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Priyambadapur in Kunjam G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

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B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill- _____, PO: _____, Dist. _____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Priyambadapur in Kunjam
G.P. of PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)						
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00	
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00	
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20	
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00	
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00	
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00	
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00	
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00	
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00	
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00	

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Kadambinipur in Nagira G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

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61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and affidavit in **schedule "F"**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th 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 process 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 over due Programme has been submitted.
- 2.1.5. An update of the 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 Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

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ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “_____”.

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Kadambinipur in Nagira G.P.
of PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

CONTRACTOR

B.D.O, Pallahara

	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification, Supplying and fixing of accessories of Pump, Over head Tank and water Supply including cost of all taxes complete & Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Siarimalia in Pabitrapur G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara .
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only .The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend .If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM = Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_o)}{i_o}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

i_o = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i = The minimum wages for labour prevailed during the quarter under consideration.

PL = Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
 - 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

2.4.1. 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.

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

(i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

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B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F
AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work "_____".

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

Name of work:- Construction of AWC Building at Siarimalia in Pabitrapur G.P. of PALLAHARA Block.

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

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	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and ceiling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)					
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**

T.C. NO 01 /2020-21



**PANCHAYATI RAJ & D.W DEPARTMENT
GOVERNMENT OF ODISHA**

BID DOCUMENTS / DTCN FOR THE WORK-

**“Construction of AWC BUILDING
at village Kansar in Rohila G.P.
under Pallahara Block
in the District of Angul.”**

COST PUT TO TENDER: - Rs. 15, 12,753 /-

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PALLAHARA**

BID ID NO : 01/BDO,PALLAHARA/ANGUL/2020-21 Dt.23.07.2020

CONTRACTOR

B.D.O,PALLAHARA

CHECK LIST

(To be filled by the Tenderer)

- | | | | |
|-----|---|-----------|----------------------------------|
| 1. | Name of the Tenderer | :- | |
| 2. | Class of Contractor | :- | |
| 3. | Permanent address | :- | At:- |
| | | | PO:- |
| | | | P.S.:- |
| | | | Dist.- |
| 4. | Corresponding address | :- | At:- |
| | | | PO:- |
| | | | P.S.: - |
| | | | Dist.:- |
| | | | Phone no. / Mobile no. |
| 5. | Registration No. with issuing Authority | :- | |
| 6. | Registration valid up to | :- | |
| 7. | PAN No. | :- | |
| 8. | GST Registration No.
(With issuing Authority) | :- | |
| 9. | E.M.D. (Amount/In shape of) | :- | |
| 10. | Income Tax Clearance/
Return Certificate of preceeding
Assessment Year | :- | |
| 11. | Cost of tender paper
(Amount with M.R. No. &
date with issuing office) | :- | |
| 12. | Affidavit (about authentication) | :- | Furnished / Not furnished |
| 13. | Affidavit (regarding rescind/
Abandonment) Schedule-F | :- | Furnished / Not furnished |
| 14. | No relation certificate (Schedule A) | :- | Furnished / Not furnished |
| 15. | Work Exeperience Certificate | :- | Furnished / Not furnished |
| 16. | Schedule – B | :- | Furnished / Not furnished |
| 17. | Schedule – E | :- | Furnished / Not furnished |

Signature of the Contractor

CONTRACTOR

B.D.O,PALLAHARA

Date:-

GOVERNMENT OF ODISHA**PANCHAYATIRAJ & DRINKING WATER DEPARTMENT****OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA****e-mail address: ori-pallahara@nic.in****INVITATION FOR BIDS (IFB)****Identification No. Pallahara – 1****TENDER CALL NOTICE NO.-1 OF 2020-21**

Block Development Officer, Pallahara on behalf of Governor of Odisha invites **Percentage bids** for the 15 nos works details in the table from class of contractors mentioned in Col.4 below registered with the State Government and contractors of equivalent grade/class registered with Central Government/ MES/Railways to be eventually drawn up in PWD(P-1) form for execution of civil works, on production of definite proof from the appropriate authority. The bidders may submit separate bid of the following works.

Sl No	Name of the Work	Amount put to Tender including 12%GST (in Rs.)	Class of Contractor	EMD to be deposited 1% (in Rs.)	Cost of tender document(not refundable (in Rs)	Period of Completion
1	2	3	4	5	6	7
1	Const. of AWC Building at Patabeda in Nizigarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
2	Const. of AWC Building at Talabahali in Jharbeda G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
3	Const. of AWC Building at Bhetia in Alori G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
4	Const. of AWC Building at Susab –II in Chasagurujang G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
5	Const. of AWC Building at Timi in Seegarh G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
6	Const. of AWC Building at Srirampur I Batisuan G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

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7	Const. of AWC Building at Bankhol in Karadapal G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
8	Const. of AWC Building at Gopinathpur in Badasada G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
9	Const. of AWC Building at Odash-li in Khamar G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
10	Const. of AWC Building at Pitta in Sankhamur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
11	Const. of AWC Building at Patatangar in Parachhat G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
12	Const. of AWC Building at Priyambadapur in Kunjam G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
13	Const. of AWC Building at Kadambinipur in Nagira G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
14	Const. of AWC Building at Siarimalia in Pabitrapur G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months
15	Const. of AWC Building at Kansar in Rohila G.P.	15,12,753/-	D & C	15,130/-	6000/-	Six Calendar Months

Sd/

Block Development officer,
Pallahara

Terms & Conditions

1. The sale of Bid Document shall start from **dt.23.07.2020** and close on **dt. 06.08. 2020**, during office hours i.e. (10 am to 5.30 pm) in the office of the Block Development Officer, Pallahara. The bid document may also be downloaded from website: www.angul.nic.in during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper as mentioned in shape of bank draft payable at SBI, Pallahara Branch in favour of B.D.O. Pallahara.
2. Bids shall be received by the Block Development Officer, Pallahara till Dt **06.08.2020** through Registered Post /Speed Post only. The authority will not be held responsible for postal delay in the delivering of the documents or non-receipt of the same.
3. The tender will be opened in the office of the Block Development officer, Pallahara at **11.00 AM** on **Dt.07.08.2020** in presence of the bidders or their authorised representatives who wish to attend. If the office happens to be closed on the date of receipt /opening of the bids as

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specified, the bids will be received /opened on the next working day at the same time and venue. Bid documents can be purchased from this office against a non-refundable fee towards the cost of documents as indicated in the form of cash or demand draft issued from scheduled bank payable at **SBI, Pallahara Branch** as per DTCN in favour of of the Block Development Officer, Pallahara may be deposited in shape of bank draft prepared on or before the last date of receipt along with the Bid.

4. As per order of Hon'ble High Court in W.P (8836/2017 and M.C No 8037/2017 additional performance security will be deposited by the bidder after declared of successful **within a week** in shape of POBS/NSC/POTD/KVP/Deposit receipt of scheduled bank pledged in favour of Block Development Officer, Pallahara. The bidders have must undertaken at the time of submission to tender paper.
5. If the tender document sent through registered /Speed post does not reach the concern office by the above date and time, the offer will not be considered on any account even if the documents were dispatched by the tenderer before the due date.
6. The tender is to be submitted in one cover is to contain EMD ,singed DTCN, price bid duly filled in and signed by the tenderer ,attested copy of registration certificate, **PAN** card, valid GST registration certificate, I.T return certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed as the bid of the works as mentioned in column no.2 of the tender call notice.
7. The bid must be accompanied by security deposit of the amount @ 1% (one percent) of the estimated cost to tender as mentioned in column No.4 along with tender in the form of deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings Banks amount / National Saving Certificated /Post Office Time Deposit amount duly pledged in favour of the Block Development Officer, Palalahara and payable at **SBI, Pallahara Branch** as per terms and condition 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, only 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.
8. All the tenders where rate quoted is more than 15% less than the scheduled rate will be rejected.
9. a) The engineer contractor seeking of exemption of E.M.D is to enclosed an affidavit regarding the number of tenders they have participate with exemption of E.M.D prior to date during the current financial year 2019-20 .Also he will have to produce his/her original licenses

at the time of opening, so the authority will be enter the same in the licenses which is mandatory.

- b) Adjustment of EMD given with other bids submitted previously is not to be entertained.
- c) Fixed deposit holders as per works department order No 28838 dt 18.12.1995 are exempted from furnishing EMD but should enclose the copy of the exemption order along with the bid.

- 10. ST/SC Tenderer can avail facilities as per Govt. circular
- 11. The bidders shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 12. All bids received will remain valid for period of 90days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the department.
- 13. A part of the above other relevant provision have been mentioned in the bidding documents & displayed in the office Notice Board.
- 14. As GST has come into force with effect from 01.07.17, so the guideline with date of Tax & other term & condition will be made applicable to this tender as per law from time to time.
- 15. Other details can be seen in the bidding documents. Any deviation to it will lead to rejection of the tender.
- 16. The Block Development Officer, Palalahara reserves the right to reject any or all the tender without assigning any reason.

Sd/-

Block Development Officer

Pallahara

OFFICE OF THE PANCHAYAT SAMITI, PALLAHARA.

DETAILED TENDER CALL NOTICE FOR DIFFERENT WORKS.

1. Sealed **percentage** rate bids are invited in **single cover system from ' D&C' 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. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for the 15 NOS of AWC Building works in different locations **of Pallahara Block.**
2. The tender is to be submitted in single cover. Cover is to contain EMD, signed DTCN, and attested copy of registration certificate, PAN card, valid GST clearance certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN, Bills of quantities and special conditions if any. The cover is to be sealed and super scribed as for the works **of Pallahara Block.** In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. 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.
3. Bids must be delivered by registered post/speed post only.
4. The sale of the Bid document shall start from 23.07.2020 and close on **06.08.2020 up to 5.30P.M.**
5. The tender will be opened by the **B.D.O,** Pallahara in the office of the **Panchayat Samit,** Pallahara on dated 07.08.2020 at 11 AM. in the presence of the bidders or their authorized representatives who wish to attend.
6. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Resistration No.and PAN card, and the original certificates are to be produced within **2 (two) days** of opening of bid documents of the tender before **B.D.O,** Pallahara for verification & the **Engineer contractor** must be produced for entering the exemption of E.M.D. during opening of the tender before **B.D.O,** Pallahara otherwise his/her bid shall be declared as non-responsive and thus **liable for rejection.** Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the **photographs** of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be **rejected.**
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
9. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
10. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
11. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the **B.D.O,Pallahara** and payable

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at Pallahara as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Pallahara shall not be considered as E.M.D.

12. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
13. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Pallahara on payment of requisite cost as stipulated in the IFB (above) in shape of cash or Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Pallahara payable at Pallahara. The amount is not refundable. Tender must be submitted in sealed covers **without write their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
14. **Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of the document. The BDO, Pallahara will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.**
15. 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.
16. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
17. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
18. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
19. All tenders received will remain valid for a period of **90 (ninety)** days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and B.D.O, Pallahara
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **In the 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.**

The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

- (ii) 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.
 - (iii) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
22. 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.
23. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
24. The drawing 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 noted by the tenderer will hold well 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.
25. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
26. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate / Pan card, GST clearance certificate/ VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Palalahara at the time of execution of F2 (now name as P1) agreement for verification.

27. **Additional performance Security:** Additional performance security shall be deposited by the tenderer to the extent of the differential cost of the bid amount and the estimated cost, in shape of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **B.D.O**, Pallahara and payable at Pallahara, which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
30. Schedule of quantities are accompanied in bills of quantity. 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.
- The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
31. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
32. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book / Deposit Receipt at any scheduled bank duly pledged in favour of the **B.D.O**, Pallahara and in no other form which including the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **B.D.O**, Pallahara or as directed. 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 for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in to between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after **twelve months** of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
35. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
36. 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 Orissa 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 Orissa .

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
38. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.- VIII R 8 / 5225 , Dtd. -26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
39. In case of any complaint by the laborers working about the non payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.
40. 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 and other charges of materials, Octopi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
 - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
41. After the work is finalized, all surplus materials, all rubbish, debris 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 clean, this should be inclusive of the rates.
42. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. 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.
45. If any further necessary information is required, B.D.O, Pallahara will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.
46. **No Relation certificate.**
The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said 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 to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**
47. 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 five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F**. **Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule-F**, the bid document will be **summararily rejected**.
48. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/equipments in **Schedule-C** as per **Annexure-I**.
(ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in **Annexure-IV of Schedule-C**.
(iii) The contractor shall furnish ownership/ leased deed documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Executive Engineer as per **Annexure – III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of DRDA, Angul under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
(iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within **a week time from the date of execution of Agreement**.
(v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
49. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.

50. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
51. 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.
52. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer,DRDA. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
53. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @Rs.2.38 (Rupees two and thirty-eight paisa) only per each should be deducted from the bill.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. 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.
56. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Palalahara subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F-2 agreement.
57. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
58. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
59. 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.
60. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

61. 1.03 % or 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.
62. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
63. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Palalahara with their bills, failing which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
64. No part of the contract shall be sublet without written permission of the Block Development Officer, Palalahara or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
65. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
66. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
67. 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.
68. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
69. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
70. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
71. Balling out water from the foundation either rain water or sub soil water if necessary should borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive this incidental items of work.
72. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
73. All fittings for doors and windows if supplied by the contractor should be best quality and should got approved by the Executive Engineer before their use on the work.
74. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986 and No-21369 dt. 25.09.91)

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- a) "If during the progress of the work the price of any material incorporated in the work increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of the materials.

R = The value of work done in Rupees during the quarter under consideration.

io = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

PM= Percentage of materials component as per sub-clause of this clause.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

Formula to calculate the increase or decrease in the price of Labour.

$$VI = 0.75 \times \frac{PI}{100} \times R \times \frac{(i - io)}{io}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

io =The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

i= The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

- c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays,

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankment work etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R (D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

R = the value of work done in Rupees during the quarter under consideration.

D₁= Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D₂= Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K₂= Percentage of P. O. L. component as per sub-clause.

- d) The following shall be the percentage of materials, labour and P. O. L. component for reimbursement / refund on variation in price of material, labour and P. O. L. as per Sub- classes (a), (b) and (c) of this Clause.

(* where brick is supplied by the Department, it should be 20 % instead of 30%)

e) Vide Works Department letter No-21369 dated-22.09.91, the reimbursement / refund on variation in price of materials, labour and P. O. L. as per sub-clauses (a), (b) and (c) of this clause shall be applicable in the following manner.

"in term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is les than one year, no escalation admissible at all, in case of work where the stipulated period of completion is

one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from “

f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating there to which he may be in a position to supply.

75. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
76. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Orissa, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
77. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
78. No claim for carriage of water what-so-ever will be entertained.
79. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. 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.
82. **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 concerned Executive Engineer. Charges for testing will be borne by the contractor.

83. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
84. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Orissa Detailed Standard Specification, Orissa P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
85. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
86. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
87. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge .The

contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day .The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed .The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the

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decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Where as the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Angul.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop /store at Angul in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent .
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.

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- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of The articles.	No.	Amount of hire per hour.	Remarks.

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

88. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.

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89. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
90. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied 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 bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide **Schedule-B**.
91. 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.
92. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
93. The contractor should arrange the materials like Steel, Cement etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
94. 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 sorts of 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.
95. 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).
96. **Amendment of existing Clauses** :- 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., and that rates by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be

encountered during its progress and to have quoted rates 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 satisfaction of the Engineer-in –Charge of the work and his authorised 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.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 or any other calamity whether natural or incidental and damages so caused will have to be made good by the contractor at his own cost.
98. 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 DRDA. Officer-in-Charge 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 DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PDTech) and to be submitted to the Engineer-in-charge every month.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days 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 the commencement of the work are liable to be summararily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.
100. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

101. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and affidavit in **schedule “F”**.
103. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
104. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
105. 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.
107. Special conditions.
- (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted by him.
 - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-horn etc.
 - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as per the Bid documents.
 - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The Executive Engineer / Engineer- in- Charge 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. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause no. 2.1.3** 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, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ 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 process 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 over due Programme has been submitted.
 - 2.1.5. An update of the 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 15^{th} day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge 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 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 Engineer-in-Charge 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 Engineer-in-Charge 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 major, 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
- vii) 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 Engineer-in-Charge 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 Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

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 Superintending Engineer (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 of 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 2.5, 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. Management Meetings.

- 2.4.1. 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.
- 2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. 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 P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa

No incentive should be paid for this work.

2.6 **Clause-31(a)(ii) of percentage Rate P1 Agreement:- Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

Where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

The cost shall be determined as follows:-

Steel	.....	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	.....	Average factory price of three manufacturer of cement inside the state.
Bitumen	.....	Rate as fixed by Indian Oil Corporation (IOC).

Clause – 31(a)(iii) of P1 Contract:-

Where original period of contract is more than six months & below one year increase/decrease of cost of Steel, Cement & Bitumen are to be paid/ recovered. Payments in case of increase are to be made with prior approval of Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment of the conditions mentioned below:-

- (i) Cost shall be determined as follows:-

Steel	Rate as fixed by Steel Authority of India Ltd. (SAIL)
Cement	Average factory price of three manufacturer of cement inside the state.
Bitumen	Rate as fixed by Indian Oil Corporation (IOC).

- (i) Cost of the project should be more than Rs.50.00Lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (ii) Contractors have to submit the vouchers showing procurement from an authorised dealer for the said work within 28days before utilisation of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause 31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

Clause-31(e) of P1 Contract:-

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i), (b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

“In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period there from.

109. **SPECIAL CONDITIONS:** - The contractors/Firms shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

110. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

A) Required **E.M.D** as per the **clause No. 13**.

B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O** Pallahara as per **Clause No.08**.

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule “E”** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **schedule “F”** as per **clause 47** failing, which the tender will be **rejected**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

E) Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for **rejection** of all such tender papers.

F) If the contractor has omitted to quote the rate both in figures and words the Tender will be summararily **rejected**.

Total: - 110 (One Hundred ten) clauses only.

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officer of DRDA of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above of the Works Department, Govt. of Orissa . 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.

Signature of the Tenderer

Date:-

SCHEDULE-B**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS**

(For special class / A class contractors only)

I / We hereby certify that at present the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date:-

CONTRACTOR

B.D.O,PALLAHARA

ANNEXURE – I OF SCHEDULE-C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement	Marks
01	Concrete mixer		
02	Niddle vibrator		
03	Plate vibrator		
04	Steel Shuttering plate with staging materials		
05	Water tanker 2000 ltr. capacity		
06	5 HP water pump		
07	Electric Generator		
08	All other machineries required for the work such Truck & Tipper will be utilized in the work as per the requirement in relevant clauses and as per the direction of the Engineer-in-charge.		

NOTE:-

- Capacity of each plant and equipment should be as per specification of Mo RTHs for Road & Bridge.
- 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.
- The equipment mentioned above (**except Sl. 8**) must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

ANNEXURE – III OF SCHEDULE-C
CERTIFICATE TO BE ISSUED BY THE Addl.PD(Tech)
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED.
(Not issued prior to 90 days of receipt of tender)

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current assignment
1	2	3	4	5	6	7	8

Certified that,

CONTRACTOR

B.D.O,PALLAHARA

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

Addl.PD (Tech)

**ANNEXURE – IV OF SCHEDULE-C
TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE TENDERER
FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL WORKS**

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them.

Signature

CONTRACTOR

B.D.O,PALLAHARA

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

Signature

CONTRACTOR

PROJECT DIRECTOR

SCHEDULE "E"

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners 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 5 years. Yes / No
- b) If yes, give details:

Note:

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

Signature

SCHEDULE -F

AFFIDAVIT

I Sri _____, aged _____ years, S/O _____, Vill-_____, PO:_____, Dist._____ do hereby solemnly affirm and state as follows.

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct for the work “_____”.

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 five 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)

Title of Officer
Name of Firm
Date:

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following I.S. standard and code of practice.

1. Cement : will be as per I.S. 269/455/8112 (However the grade of cement to be selected by the Engineer-in-Charge of work and sample cube test before commencement of work in each batch).
2. Steel : I.S. 432 (Plain) and 1786 (Tor)
3. Vibrator : I.S.7246
4. Aggregate : I.S. 383, I.S. 515
5. Water for mixing and curing : shall be clean, free from injurious amount of oil, salt, acid, vegetable & organic materials and other substances harmful to concrete to conformity to I.S.456 and I.S.3025.
6. Sand/ Fine aggregate : I.S.2116, 383
7. Binding wire : I.S. 280 (Galvanized minimum 1mm)
8. Rain water pipe : I.S. 2527
9. Construction joints : I.S. 3414
10. Steel window frame : I.S. 1038/83
11. Steel Door frame : I.S. 4351/75
12. Fitting and Fixtures for joinery works: Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-charge.

ITEM OF WORK

1. Concrete shall be with conformity to I.S. 456.
2. Foundation shall be with conformity to I.S. 1080.
3. Stone masonry (R.R.) shall be with conformity to I.S. 1597 (Part-I)
4. C.R. masonry shall be with conformity to I.S. 1597 (a)
5. Brick masonry shall be with conformity to I.S. 2212.
6. Cement plastering shall be with conformity to I.S. 9103 and 6925.
7. Mortar shall be with conformity to I.S. 2250.
8. White washing and color washing shall be with conformity to I.S. 6278.
9. C.C. in foundation shall be with conformity to I.S. 2571.
10. Antitermite treatment shall be with conformity to I.S. 6313 (Part-I and II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part-I and II)
12. D.P.C. shall be with conformity to I.S. 3067.
13. Water proofing shall be with conformity to I.S. 702 & I.S.1322.
14. Mosaic flooring shall be with conformity to I.S. 2114.
15. Steel painting shall be with conformity to I.S. 1477 (Part-I and II) I.S. 1661.

TENDER SCHEDULE

**Name of work:- Construction of AWC Building at Kansar in Rohila G.P. of
PALLAHARA Block.**

(A)	Civil Items(Part-A)					
1	Earthwork in excavation in foundation in hard soil with all leads and lifts including dressing and levelling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T&P and dewatering if required for the work etc.complete and as directed by the Engineer-in-charge.	68.76	Cum	Cum	178.60	12281.00
2	Cement concrete of proportion (1:3:6) in foundation using 4cm.size clean hard black hand crusher broken granite stone metal of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	18.11	Cum	Cum	4930.24	89268.00
3	Fly Ash brick masonry in cement mortar (1:6) in foundation and plinth with hard granite stone of approved size and quality from approved quarry including splays cutting circular moulding and similar such type of work with necessary projections, chamfering and corbelling,watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete.	22.70	Cum	Cum	4183.29	94945.00
4	Fly Ash. brick masonry in cement mortar (1:6) using (25 x 12 x 8) cm size brick after immersing brick for six hours in water before use in superstructure having a crushing strength of not less than 35 Kg. per sq.cm. including splays cutting,circular moulding, chamfering and corbelling and similar such type of work with all necessary projections watering and curing etc.complete including cost and conveyance of all materials and labour and T&P required for the work with all taxes and royalties etc.complete in all floors.	35.82	Cum	Cum	4216.62	151039.00
5	R.C.C. work of M-20 grade with 20mm and down grade black hard granite (crusherbroken) stone chips including hoisting and laying, having a minimum compressive strength (in work test) of 150Kg/cm sqm in 15cm. Cubes at 28 days with IS 456 and 516 using 10mm to 20mm. size (20mm. Not to exceed 25%) hard black crusher broken granite stone chips of approved quality and from approved quarry including hoisting lowering, laying and					

CONTRACTOR

B.D.O, Pallahara

	compacting concrete watering and curing for 4 weeks, including centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties and taxes of all materials and labour with T&P required for the work etc. complete in all respect but excluding the cost and conveyance M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding etc. of the M.S. rods or Tor steel and binding wire and tying the grills and placing in proper position.					
A	Column Base	6.85	Cum	Cum	5391.06	36929.00
B	Column & Beam	5.63	Cum	Cum	10960.88	61710.00
C	Plinth Bend	4.11	Cum	Cum	5753.35	23646.00
D	ROOF SLAB	9.51	Cum	Cum	9485.71	90209.00
E	LINTEL	2.47	Cum	Cum	9967.79	24620.00
F	Chajja	0.65	Cum	Cum	9485.71	6166.00
6	Straightening bend up or coiled rods cutting, bending, cranking, hooking, welding or jointing (if required) the M.S. rods or Tor steel and binding wires and binding, tying the grills, hoisting, lowering and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of M.S. Rods or Tor steel and binding wires of 18 to 20 gauge and labour with all T & P required for the work etc. complete in all floors (weight of binding wires will not be considered for payment and payment will be made on weight of M.S. rods or Tor steel with piece as per cordal provision only).	33.62	Qntl.	Qntl.	6218.73	209074.00
7	Supplying & filling in foundation and plinth with sand not exceeding 23.0 cm thick in layers including watering and ramming with the cost conveyance royalties, taxes of the materials and labour with T&P required for the work etc. complete (Measurement will be taken on finished compacted section) only.	44.36	Cum	Cum	408.79	18135.00
8	Providing and fixing Vitrified Tile 600mmx600mm Plain (Ivory) of premium grade in all floors & treads or steps and landing on 25mm thick bed of cement mortar in proportion (1:1) jointed with neat cement slurry mixed with pigment to match the shades of the tiles including rubbing and polishing with cost, conveyance of all materials, royalty, taxes etc. complete and as per the direction of the Engineer-in-charge.	70.01	Sqm	Sqm	1178.32	82493.00
9	Providing and fixing 20cmx30cm / 20cm x 20cm special plain /printed series ceramic wall tiles in dados skirting & riser of steps on 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing, with cost,	51.00	Sqm	Sqm	987.19	50349.00

	conveyance of all materials, royalty taxes etc.complete and as per the direction of the Engineer-in-Charge.					
10	Cement concrete of proportion (1:2:4) using 12size clean hard black hand broken granite Chips of approved quality and from approved quarry including hoisting,lowering and laying concrete in layers not exceeding 15 cm. thick to the required level ramming watering and curing etc.complete including cost and conveyance of all materials with all taxes and royalties and all labour with T&P required for the work etc.complete, including dewatering if required.	0.75	Cum	Cum	6279.11	4709.00
11	16mm. thick cement plaster (1:6) finished smooth to inside smooth surface of brick walls after racking out the joints including watering and curing with the cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in lall floors.	189.87	Sqm	Sqm	181.11	34388.00
12	12mm. thick cement plaster (1:6) finished smooth to out side brick walls after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	145.10	Sqm	Sqm	156.35	22686.00
13	12mm. thick cement plaster (1:4) finished smooth to over brick walls including cement punning and bitumen painting over top of wall after racking out the joint including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	38.54	Sqm	Sqm	156.35	6025.00
14	6mm. thick ceiling plaster (1:4) finished smooth including watering and curing with cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc.complete in all respect in all floors.	71.17	Sqm	Sqm	150.61	10719.00
15	Labour charges for fitting and fixing of departmental M.S. Gates, steel windows M.S. window grills to windows and opening and collapsible gate with top and bottom rails in proper position including making holes in walls, R.C.C. structure and wood work etc. and making good the damages to walls or R.C.C. structure including mending or cutting to sizes or grooves in walls and fixing with R.C.C. (1:2:4) with hard black crusher lbroken/hand broken granite stone chips of 12mm to 20mm. (20mm not to exceed 25%) with cost and conveyance of all materials, Iron works, labour taxes and royalties with all T&P etc.complete in all floors.	778.8	Kg.	Kg.	80.00	62304.00
16	Painting two coats with any approved paint over a coat of primer to new wood work and iron work excluding cost of the primer and paint including sand papering polishing the surface with all materials and labour with T&P required for the lwork etc.complete in all respects.	59.00	Sqm	Sqm	182.19	10749.00

17	Distempering two coats with any shade over a coat of White washing with approved good shell lime over the interior, outer surface of the walls and ceiling including all labour charges with cost and conveyance of all materials royalties taxes and cost of Distemper, indigo, glue with T & P required for the work etc. complete in all respect.	71.17	Sqm	Sqm	61.03	4344.00
18	Finishing walls with Plastic Emoulsion paint of approved shade on two coat over a coat of primer to give an even shade including cost of paint.	334.97	Sqm	Sqm	131.88	44174.00
19	Cost of Steel Hand Railing of 1.00 m ht including fixing in Ramp with cost for construction of ramp properly with C.C.(1:2:4) of 0.10 m thick topping in Ramp of wide 1.50 m	30.00	ft	ft	600.00	18000.00
(B)	Electrical Items (Part-B)					
20	New Service Connection Charge & Security Deposite					6051.00
21	Recessed wiring to Light Point/Exhaust Fan Point with 1.5 sqmm,FR PVCinsulated single core multistrand copper conductor of isi markerd with 20 mm dia non-metalic PVC flexible conduct with 5 Amp,250 v piano type switch isi marked and celling rose isi marked mounted on Ms box having front bakelite cover of suitable size ,Ms box with 1.0 sqmm FR PVC insulated single core multistrand copper conductor and earth wire incoding all accessories and connection as per direction of engineer in charge (Make of wire = Finolex/L&T/Anchor/V-Guard) deducting the cost of S/F 100 mm*100mm*60mmM.S Box with backlite cover-1No.) GroupA1.2.1-1.24.2	5	Point	Point	263.40	1317.00
22	-do- .....Group B1.2.2 -1.24.2	7	Point	Point	429.24	3004.68
23	-do- .....Group C1.2.3 -1.24.2	9	Point	Point	633.36	5700.24
24	Recessed wiring to Fan point in Group B 1.2.2- 1.24.2	4	Point	Point	429.24	1716.96
25	S/F to 16/18 SWG metal box of following sizes (normal size) in recess with suitable size of phenolic laminated sheet cover in front including cutting the wall and making good the same in case of recessed conduct as required .100 mm*100mm*60 mm deep(1.24.2)	2	Each	Each	92.40	184.80
26	-do- 180 mm*100mm*60mm deep(1.24.5)	3	Each	Each	110.88	332.64
27	-do- 200mm *250 mm*75 mm deep(1.24.9)	1	Each	Each	183.33	183.33
28	S/F of Metal Box of 150mm*75 mm*60 mm deep (normal size)on surface or in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 5/6 amp..Socket out let 5/6 amp. Piano type switch ,connection painting etc. as required (1.26)	2	Each	Each	160.66	321.32
29	S/F of 5 amp. Switch and 5A. Socket outlet og ISI marked on existing board (1.25.1*1.25.4)	4	Each	Each	69.10	276.40
30	S/F of Metal Box of 180mm*100 mm*60 mm deep (normal size)in recess with suitable size of phenolic laminated sheet cover in front providing and fixing 3 pin 15/16 amp..Socket out let 15/16 amp. Piano type switch ,connection painting etc. as required (1.27)	1	Each	Each	231.69	231.69

31	Wiring for circuit /sub main alongwith earth wire with following sizes of PVC insulated single core multistrand copper conductor with ISI marked conforming to IS -694/1990 in 20 mm dia non metallic heavy duty flexible conduit 1.6 mm in recessed PVC conduit as required (Make of wire = Finolex/L&T/Anchor/V-Guard) .2*1.5 sqmm+1*1.00 sqmm(1.8.1)	40	Meters	Meters	100.06	4002.40
32	-do- 2*2.5 sqmm +1*1.5 sqmm (1.8.2)	40	Meters	Meters	115.03	4601.20
33	-do- 2*4 sqmm +1*1.5 sqmm (1.8.3)	20	Meters	Meters	132.41	2648.20
34	Supply,Installation and commissioning of 63 Amp. I.C.D.P Main Switches (SI No .1502)(IS 13940 Part 3/1993) on existing surface complete with H.R.C fuse links ,interconnections ,earthing etc. as required as per direction of Engineerin-charge (Make Siemens/HPL/Anchor/L&T/Havells/C&S/R.K) 2.15.A	1	Each	Each	2031.32	2031.32
35	S/F of 5 to 32 amp rating 240 volt "B" series MCB for lighting and other loads in the existing MCB distribution Board ISI marked complete with connection ,testing and commissioning etc. as required(2.6.1)	3	Each	Each	118.21	354.63
36	S/F of following 6 way single pole and neutral sheet steel MCB 250v on recessed complete with tinned copper bus bar ,neutral bar,earth bar,din bar ,detachable gland plate ,inter connections ,phospatized and power painted including earthing etc. as required (but without MCB) 6 way single door (2.3.1a)+(2.2.1b)	1	Each	Each	1228.46	1228.46
37	S/F of batten holder BK angle holder ISI marked including connection etc. insulated of ceiling rose (1.29-1.28)	9	Each	Each	10	90.00
38	Earthing with G.I earthpipe 3 mtr. Long including accessories and providing masonry with cover plate having locking arrangement and watering pipe etc. with charcoal and salt as required (3.2)	1	Each	Each	2170.25	2170.25
39	Supply and laying 6 SWG G.I wire in recess for loop earthing as required (3.17)	7	Meters	Meters	38.08	266.56
40	S/F of 48" A.C cilling fan without regulator including all connection model : Crompton (jura)/Usha-(Striker Millenium /Havells(Velocity/Spark)/Anchor -(XL)/Orient -(Summer Pride)	4	Each	Each	2400.69	9602.76
41	S/F of fan hook S,Type on ceiling	4	Each	Each	204.00	816.00
42	S/F of computer board consisting of 3 nos of 5 amp. Plug and Switch +indicator complete with wiring on (200 mm*150 mm*75 mm)deep M.S box with B.K. cover	1	Each	Each	441.34	441.34
43	S/F of 1.5 sqmm multistrand copper wire for inverter wiring	20	Meters	Meters	33.88	677.60
44	S/F of 32 A flush type DP switch on 7"*4" board	1	Each	Each	296.56	296.56
45	S/F of 15A Socket on 4"*4" board	1	Each	Each	162.41	162.41
(C)	Sanitary Items (Part-C)					
46	Labour for drilling a perfectly vertical bore hole of specified diameter for a specified depth below ground level through consolidated and un-					

	consolidated rock with down the hole hammer drilling rig or combination rig as required to suit the site condition as per the direction of Engineer - in - charge including supplying of rig with its accesories, T&P, fuel and consumables etc.complete including lowering the casing pipe (PVC / G.I. casing pipe if required to prevent collars or over burdon is to be supplied by the contracor)						
	(A) 125mm.diameter.	30	mts.	mts.	480.00	14400.00	
	(B) 100mm.diameter.	45	mts.	mts.	480.00	21600.00	
47	Lowering of 125mm.dia. P.V.C. Casing pipe with or without slotted pipes upto 3.0mts.depth below ground level including cutting and threading of pipes ,keeping the top of casing pipe threaded and plugging the tube well to prevent the entry of foreign materials from above.	29.60	mts.	mts.	72.00	2131.20	
48	Cleaning and developing the tube well with their own compressor continuously orked till clear and adequate discharge is obtained from the ube well including supply of rigs with its accessories ,T&P etc.complete.	1.00	no.	no.	2147.00	2147.00	
49	Cost of 125mm. dia. Sch.80 P.V.C. Casing Pipe	30.00	mts.	mts.	996.00	29880.00	
50	Construction of Bore Well Chamber of size 0.90 mt. x 0.90 mt.x 0.60 mt. including cost of all labour , materials ,carriage ,royalty, etc.complete.	1	no.	no.	5320.00	5320.00	
51	Construction of staging and fitting of 1000 ltrs. capacity Rotational moulded polythylene syllindrical vertical water storage tank including cutting hole, connection with water main including all fittings, hoisting of tank to the roof slab up to a height of 5mts., Brick wall staging, circular protection wall up to 0.60mt. height with Fly ash brick masonry in CM (1:3) and 12mm.thick CP (1:3) with two coats of weather coat., over RCC slab of size 1.6 x 1.60 x 0.10mt. thick and RCC beam of size 2.60mt. avg. long x 0.25 x 0.30mt. in C.C. (1:2:4) using 12mm. size HGCB chips including cost of all labour, materials, carriage , royalty and curing etc. complete .	1	no.	no.	12300.00	12300.00	
52	Supplying of variable speed Horizontal submerssible pump set suitable for 100mm.dia.bore including all taxes and carriage of materials and lowering of Submerssible pump set including all necessary connection etc. complete as per the direction of Engineer in charge with 100% Standby. (0.75 HP)	1.00	nos.	nos.	15020.00	15020.00	
53	Supplying of DOL single phase controll panel as per ISI specification suitable for the for 1.00 HP. variable speed submerssible pump set as above including installation and cost of all taxes etc. complete as per the direction of Engineer in charge.	1.00	nos.	nos.	3091.00	3091.00	
54	Supplying of 2.5 sqmm. three core submerssible flat cable of reputed brand i.e. Finolex or Havels made with ISI marked including cost of all taxes and carriage etc. complete as per the direction of Engineer in charge.	80.00	mts.	mts.	150.50	12040.00	

55	Supplying of 32mm.dia. HDPE pipe of PN - 10 as per IS specification,Supplying and fixing of accesories of Pump, Over head Tank and water Supply including cost of all taxes complete &Supplying and fixing of Sanitary Fixtures					15070.80
						1350672.00
	Add for GST @ 12 %					162081.00
	G.Total					1512753.00
(Rupeeese Fifteen Lakhs Twelve Thousand Seven hundred Fifty Three)only						

Special condition: - All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My /Our quoted rate is _____ % Excess over /
 _____ % Less than /
 ___ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes: 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

Approved for 23(Twenty Three) items only

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

official use only

1. Name of the work:-.....
2. Approximate estimated cost put to tender:-Rs-
3. Value of E.M.D as per tender call notice:-
4. (a) E.M.D deposited by the tenderer in shape of :-
(b) Amount plsdged/unpledged:-
5. Valid I.T.C.C
6. Valid S.T.C.C
7. Stipulated period of completion:-
8. Cost of tender paper:-
9. Date & time of opening of the tender paper:-
10. Tender paper in -----/ sheets
11. No of items tendered:-
12. Total overwriting and correction:-

Sold to - _____ class contractor

Vide M.R No _____ dated _____

**B.D.O, Pallahara
with office Seal**