PANCHAYAT SAMITI OFFICE, KENDRAPARA	E-mail: ori-kendrapara@nic.in

DETAIL TENDER CALL NOTICE NO- 5/21-22

The Block Development Officer, Kendrapara **invites sealed tenders on behalf of Governor of Odisha from registered and eligible Contractors of the State P.W.D (R&B)/Water Resources/Rural Works/M.I./C.P.W.D for the following work eventually to be drawn up in the P.W.D. F-2 forms in conformity with the Detailed Tender Call Notice.**

Sl No.	Name of the work	Amount Paid of Tender	Tender Paper Cost	Time for completion the work in months	Class of contractors
1.	**Renovation of DRDA Building & Campus, Kendrapara**	**Rs. 18,02,290.00**	**Rs. 6000.00**	**03 (Three) calendar Month**	**"D" & "C"**

Terms and Conditions :

1. **Avaibility of Tender Papers : The bid document can be downloaded from the official web site of District (http://www.kendrapara.nic.in) from Date 14.07.2021 to 28.07.2021 The cost of bid document shall be attached with the bid in sealed envelope in shape of DD in favour of BDO, Kendrapara.**
2. **Date of receipt and mode of submission of Tender Papers : The tenderers have to submit tender papers in the office of the Panchayat Samiti, Kendrapara to be dropped in designated Tender Box. The tenderers also can send the tender to the office of the BDO, Kendrapara in complete shape through Registered Post /Speed Post only to the B.D.O., Kendrapara in his official postal address. The last date of receipt of tender papers is Date 28.07.2021 (5.00 PM)). The undersigned will not be responsible for postal delay if any for non-receipt of the papers in time. The tenderers must super scribe the name of the work/project and Tender Call Notice No. on the sealed envelopes.**
3. **Date of Opening of Tender Paper: The tender papers shall be opened on Date 29.07.2021 at 11.00 A.M in the presence of the tenders or their authorized representatives having written authorization for the purpose and the tender committee.**
4. **Bid Security Declaration:** The tenderer is to to execute a **Bid Security Declaration** in the prescribed format annexed in lieu of Bid Security to the effect that if he withdraw or modify his bid during period of validity etc. he will be suspended for the time specified in the tender document**.**
5. **Document to be attached :** The tenderer is to submit the tender in one cover containing Bid Security Declaration., signed DTCN, Price bid duly filled in and signed by the tenderer along with the following documents failing which the tender will be liable to rejection.
6. (a)Bid Security Declaration b) Attested copy of Contractor Registration Certificate c) Attested copy of PAN card. d) valid GST registration certificate .e) Affidavit about the authentication of document including bank guarantee.
7. **Additional Performance Security**: The successful bidder has to deposit Additional Performance Security in case of abnormally low bid as per **Works Department Memorandum No. 4559 dt. 05.04.2021** before execution of agreement ,failing which his tender will be cancelled and necessary action will be taken as per stipulation of DTCN.
8.

Contractor BDO, Kendrapara

a) Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers. On review of the last performance of the works executed through B.D.O., Marshaghai previously, the lowest- 1 tenderer may/may not be considered for the works, though he/she becomes lowest -1 tenderer.

b) The Contractors who have failed to execute projects of this agency/backed out from execution process/abandoned the project work midway/those who have been declared by this agency to be the defMarshaghaiters otherwise will not be allowed to participate in the present tender process. If any of such contractors participates then his/her papers will not be considered at all.

c) The undersigned reserves the right either to reject any or all tenders or cancel the entire process without assigning the reason thereof

9. **The rates and tender amount is inclusive of GST as per Finance department norms.**

Block Development Officer,
Kendrapara

10. The work is to be completed in all respects within specified period inclusive of rainy season as mentioned in the column No.6 of the tender call notice. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
11. All tenders received will remain valid for a period of 90 (Ninety) days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
12. **No Relation Certificate**: The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R. Deptt. or Assistant/Under Secretary & above in the P.R. 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 and he shall liable to make good the loss or damages resulting for such cancellations. The proforma for non-relationship certificate is contained in a separate sheet vide Schedule-A. In this case not mandatory.

12. If an Individual makes the application, the individual should sign above his full type written name and current address.13.

13. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and full name of his firm with its current address.

14. 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 certify copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
15. If the Application is made by a limited company or a corporation, it shall be sign 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 technical bid.
16. 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.

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 application along with his signature or the signature of the authorized representative at the bottom of each page.
18. Instruction for quoting percentage rate below /above the estimated cost amendment to para -3.5.5 of O.P.W.D. Code Volume-1.
    Following new provisions shall be made to quote the rate of work by the contractor.

    3.5.5 (V) – Percentage Rate Contract –

Percentage contract will be in addition to item rate, lump sum contracts etc. In such contracts the schedule of quantities shall mention estimated rate of such item and amount there to .The contractor has prescribed format appended to the tender documents. The contractor 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 offer 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 to which they refer, written on the envelope.

The adopted format for percentage rate is same as that of form adopted for item rate tenders but the word "item rate" shall be replaced by "percentage rate" and contract form may be named as p-1. In this form, time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract. The contract can also be terminated with penalty when the progress of work is not as per the conditions of contract. The quantity mentioned can be increased or reduced to the extent of 10% per 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. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.

In case of percentage rate tenders, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures and words so that there is no discrepancy. But if any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the contractor **in words shall be taken as correct**. 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. The percentage quoted in the tender without mentioning excess or less and not supported with 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 points, the first decimal point shall only be considered without rounding off. Where the contractor has omitted to quote the rates either in figures and words, the officer opening the tender should record the omission.

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.

19. The tenderer shall carefully study the tentative drawing and specification 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 details specifications for and other relevant specifications and drawings which are for sale. Complaint at a future date that, plans and specifications have not been seen by the tenderers, cannot be entertained.
20. The drawing furnished with the tender is tentative and subject to revision or modification as tendered during the execution as per actual necessity and details test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time 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 issue by the Engineer–in–charge as and when required.
21. Every tenderer is expected before quoting his rates to inspect 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 cannot be entertained.

22. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, Pylon base, winch stand and derrick etc. as required for the work.
23. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the borings shown in Cross Section.
24. The tenderer may at his option quote reasonable for each item of work carefully so that rate for one item should not be unworkable low and others too high for others.
25. **Additional performance Security**: If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the officer inviting the bid may require the bidder to produce detailed price analysis for any or all items of the bill of quantities which are quoted 10% below the estimated rates to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the officer inviting the bid may require that the amount of the performance security set forth be increased at the expense of the successful bidder to a level sufficient to protect the B.D.O, Kendrapara against financial loss in the event of default of the successful bidder under the contract. If the Contractor fails to do these items of work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.
26. (i) Additional performance security is as per **Works Deptt. Office Memorandum No.4559 dtd. 05.04.2021**

(ii) The additional performance security as per clause 27(i) shall be furnished by the bidder before execution of the agreement in the form of NSC/KVP/POTD/TDR/STDR from nationalize Bank pledged in favour of B.D.O, Kendrapara which will be over and above the performance security.

27. 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.
28. Letters etc. found in the tender box regarding raising or lowering the rates or dealing with any point in connection with the tender will not be considered except the case related to clause no.22.
29. Schedule of quantities are accompanied in the DTCN (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions set forth in the conditions of the contract and such omissions, deductions, additions or alternations et forth shall no way invalidate the contract and no extra monetary compensation, will be entertained.
30. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.
31. The earnest money will be retained and dealt with as per the terms and conditions of the O.P.W.D. code.
32. The bidder/tenderer, whose bid has been accepted, will be notified of the award by the Engineer-in Charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-Charge will pay the contractor as prescribed by the contract (Herein after and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (initial Security Deposit) in form of Deposit receipt of Schedule Bank/ Kissan Vikash Patra/Post Office Saving Bank Account/ National Savings Certificate /Postal Times Deposit account duly pledge in favour of the **BDO Kendrapara** and in now other form which including the amount already deposited as bids security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited toward hiring of equipment /machinery from outside the state if any) and sign the agreement in the prescribed of PWD form for the fulfillment of the contract in the office of the **BDO Kendrapara**. The security

deposit together with the earnest money & the amount withheld according to the provision of F-2 agreement shall be retained at security for the due non-fulfillment of this contact and additional performance security in accordance with the provision of the agreement. The agreement will incorporate all agreements between the officer inviting the bid/ Engineering Staff in-charge and the successful bidder. Within fifteen days following the notification of award along with the letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-charge. Following documents shall form part of the agreement.

a. The notice inviting bid, of the document including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence there to and required amount of performance security including additional performance security.
b. Standard PWD form F-2 with latest amendments.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **bid security (earnest money)**. No **contract (tender)** shall be finally accepted until the required amount of initials security is deposited. The security will be refunded after one year of completion of the work & payment of the final bill and will not carry any interest. As concurred by law department and finance department in their U.O.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.

33. 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.
34. 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 workman employed by the contractor and full amount of compensation paid will be recovered from the contractor.
35. Tenderers are required to abide by the fair wages clause as introduced by the Govt. of Works department L. 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.
36. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the BDO will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the B.D.O., Kendrapara concerned is final and binding on the contractor.
37. The contractor shall bear cost of various incidental, sundries and contingency necessitated by the work in full within the following and similar category.

a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry tolls conveyance charges and other cost on account of land 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 site as required by the tender 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 whether available for the staff and labour as well as for the work.

e) Suitable equipments and wearing apparatus for the labour engaged in risky operations

d) Fees and duties levied by the municipal, canal supply authority.

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

g) Compensation including the cost of any suit for injury to persons or property due to neglect of any measure of precaution also become payable due to operation of the workmen compensation act.

h) The contractor has to arrange adequate lighting agreement for the work wherever necessary at his own cost.

38. After the work is finalized all surplus materials should be removed from the work site. Preliminary work such as vats, mixing platform etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rates.
39. No payment will be made for benchmarks, level pillars profiles and benching and leveling the ground wherever required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of work.
40. 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 from the engineer-in-charge and rate settled before the extra item of work or extra quantity of any items of work is taken up.
41. The tenderer shall have to abide by the CPWD safety code rules introduced by the Govt. of India, Ministry of work housing and supply in their standing order No.44150 Dted.25.11.57.
42. Bid documents consisting of plans specification the schedule of quantities and set of terms and conditions of contract and other necessary documents can be seen in all offices issuing the documents during office hours every day except on Sunday and public holidays till last date of sale and receipt of tender papers. Interest bidders may obtain further information at the same address. But it must be clearly understood that the tender must be received in order and according to instructions.
43. Tenderers are required to go through each clause of PWD form F-2 carefully in addition to the clause mentioned here in before tendering.
44. All reinforced cement concrete works should confirm to detailed standard specifications, IRC code and Bridge Code section I, II, III, IV and VII & latest design criteria for pre-stressed concrete bridge specifically for road and bridges issued by MORT & H, Govt. of India.
45. Steel shuttering and centering shall be used which shall be lined with suitable sheeting and made leak-proof and watertight.
46. 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.
47. Concrete should be machine mixed, unless otherwise ordered in writing by the executive engineer. The contractor should arrange his own concrete mixer, Vibrator and pumps etc. for this purpose at his own cost.
48. Cement shall be used by bags and weight of 1 bag of cement being taken as 50 Kg.
49. The contractor should arrange the materials like steel, cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work within the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
50. 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.
51. If the contractor removes Govt. materials supplied to him from the site of work with a view to dispose off the same dishonestly, it shall be in addition to any other liability civil or criminal arising out of his contract bill liable to pay a penalty equivalent to 5 times 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 there after become due to the contractor or from his security deposit or from the proceeds of the sale there-of.
52. The selected contractor may take delivery of departmental supply according to his need for the work, issued by the B.D.O., Kendrapara concerned, subject to the availability of the materials. The tenderer shall make all arrangement for proper storage of materials; but no cost for raising sheds for storage, pay of watchman etc. will 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.

53. 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.
54. All the materials which are to be supplied from 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 size in case of MS rods or Tor Steel/ MS angles, Ts 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. Cut pieces of steel more than 1 mtr in length will be returned by the contractor at the issuing stores, without conveyance charges.
55. Though departmental issue of Cement & steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves, cement, steel bitumen & every sorts of materials from approved manufacturer and get it tested in the departmental laboratory and get it approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future. The cost of cement, bitumen and steel shall be reimbursed only after production of relevant documents in support of purchase of required grades from the authorized and approved suppliers.
56. TOR rods plates and structural members will be supplied in quantity, length and size 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).
57. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in U/S and D/S.
58. 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.
59. After completion of the work, the contractor shall arrange at his own cost, all requisite equipment for testing one unplugged well and specified span free of cost as directed by the Engineer-in-charge and bear the entire cost of the test.
60. Measurement of earthwork in road and canal embankment will be done by section measurement after the earth is consolidated including rolling with hand or power roller and sheep foot roller at optimum moisture content and no extra payment will be made for jungle clearance for taking earth from the borrow area. Earthwork from cutting will be economically utilized in filling.
61. The stock of (building road and irrigation structures) metal and gravel will be measured in boxes of 1.5 m X 1.5 m X 0.5 m which will be taken as 1.5 m X 1.5 m X 0.44 m = 1 Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ $1/6^{th}$ of the volume or more depending upon the looseness of stacking, which would be determined on actual observation and deduction.
62. 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.
63. In the event of any delay in the supply of the department road roller for unavoidable reasons, no extension time will be granted to the contractor under any circumstance.
64. The tenderer should furnish along with their tenders, a list of works, which are at present in their hand in the prescribed proforma enclosed herewith.
65. Sinking of wells shall be measured from the bottom of well cap up to bottom of cutting edge or 15 cm above low water level, whichever is less.

66. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees, or isolated boulders and desilting of sand or earth from existing well, rectification of tilt and shift, if any, etc. shall also be included within the rate of sinking.
67. The depth of foundation indicated on the drawing are provisional, but these may be altered, if necessary, in the light of the nature of strata indicated by boring, which must be taken in advance of actual execution of foundation.
68. When resort has to be made for sinking the wells by air lock and vacuum chamber method, rates there of shall be pre-decided by the authority accepting the tender.
69. Construction of cofferdam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
70. For concreting the bottom plugs of the well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in-charge, with 10% extra cement to be used for under water concreting without any extra cost to the department.
71. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
72. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
73. TOR steel mesh reinforcement shall be provided in the concrete of the Girders on the Caps of the piers/ abutments immediately in contact with the bearing to ensure proper distribution of heavy load.
74. Lugs & Grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
75. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gamma-Ray examination of casting's thickness more than 8" and load testing of bearing, if considered necessary, shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.

76. **a)** It should be clearly understood that the joints of bars are to be provide with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.

b) Concrete test specimens 150mm X 150mm X 150mm in size (whether or plain or reinforced concrete) for the testing shall be taken for each structural member by representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer. The Contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the departmental control. Test should be carried out in accordance with the stipulations in bridge code section- III.

c) Test specimen shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of these specimen did not give a correct indication of the actual quality of concrete.

d) Plain concrete and reinforced concrete specimens will be tested in govt. research laboratory at Bhubaneswar or Zonal laboratory at Cuttack. Cost of testing of all specimens and samples will be borne by the contractor.

e) The construction of well standing by injecting cement or grout in coarse aggregate placed in position shall not be permitted.

77. The thickness of cement concrete in top plugging should be as per departmental drawing.
78. In well sinking the maximum tolerance permissible in tilt is 1:80 and the shift is 150 mm to the normal direction. Where it is not possible to work these tolerance, the contractor shall carry out suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of the tilts and shifts without any extra cost to the department and without any damages to the well. Any additional work, necessary consequent upon the excess tilt and shift, shall be carried out by the contractor, at no extra cost to the department.
79. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.

80. If the well is beyond rectification, the well shall be rejected. The well has to be abandoned and another well to be sunk at a suitable location at the cost of the contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT & H for roads & Bridges.
81. No claim for carriage of water, what-so-ever, will be entertained.
82. The contractor shall employ 1 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 Superintending Engineer. The period of employment will commence within 1 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 emolument of personnel of equivalent qualification employed under govt. The no of apprentices to be employed should be fixed by the Superintending Engineer in the manner so that the total expenditure does not exceed 1% of the tender cost of the work
83. Special class contractor shall employ under him 1 graduate engineer and 2 diploma holders belonging to the state of Orissa. Likewise, A-Class contractor shall employ under him 1 Graduate engineer or 2 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 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.

84. 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.
85. 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.

86. **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 quoted 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 including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
87. 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.
88. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
89. 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 concerned Executive Engineer with their bills,

failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

90. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

91. 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.

92. **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.

93. **Trial Boring** – The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.

94. Any defects, shrinkage or other faults which may be noticed within **36 (Thirty six)** months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for three years from the date of successful completion of the work.

95. 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, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

96. **Gradation of ingredients**: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code/ I.R.C. code/ MORT&H specifications.

97. Tilts and shifts
    i) Maximum permissible shift is 150 mm.
    ii) Maximum permissible tilt is 1:80.

98. **Payment for variation in price** – (Vide Works Department Memorandum No-12073 /W Dt. 7.4.1986, 14379 Dt. 22.06.1991 and No-222874 Dt. 24.10.1992)

a) (i) "If during the progress of the work the price of any material (excluding the cost of Steel, Cement & bitumen) incorporated in the work (not being materials supplied from the Engineer-in-charges store) 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 provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him:-

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

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

100 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.

(a) (ii)-Where original contract period is one year or above, Increase/ decrease of cost of steel, cement and 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 E.I.C. /Chief Engineer (as the case may be) when the claim is up to Rs. 50,000/-. Recovery in case of decrease shall be made by concerned B.D.O., Kendrapara from the contractor, immediately.

The cost shall be determined as follows: -

1. Steel ..... Rate as fixed by steel authority of India Limited (SAIL)
2. Cement ..... Average factory price of three manufacture of cement inside the state.
3. Bitumen ... Rate as fixed by Indian Oil Corporation Limited (IOCL)

(a) (iii)-Where original period of contract is six months and below one year, Increase/ decrease of cost of steel, cement and 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 E.I.C. /Chief Engineer (as the case may be) when the claim is up to Rs. 50,000/- subject to fulfillment of the conditions mentioned below.

(i) The cost shall be determined as follows: -

Steel… Rate as fixed by steel authority of India Limited (SAIL)

Cement… Average factory price of three manufacture of cement inside the state.

Bitumen… Rate as fixed by Indian Oil Corporation Limited (IOC)

(ii) **Cost of the project should be more than 50.00 lakhs**. However the differential cost of such material may be paid to the contractor after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.

(iii) Contractor has to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of steel, cement & bitumen.

(iv) Differential cost will be allowed only for the original agreement period, but not for the extended period even through it might have been validly extended.(vi) Differential cost will be allowed only after successful completion of the work as per the approved work programme. Stipulation contained in the existing clause 31(f)Recovery in case of decrease shall be made by concerned Block Development Officer, Kendrapara from the contractor, immediately.

(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, 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: -

$$KI = \frac{0.75 \times K2}{100} \times \frac{R \times (D2 - D1)}{D_1}$$

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.

Category of works	Contractor' Supply			Departmental supply of materials
	% Of Materials	% Of Labour	% Of P.O.L.	

Irrigation work				
a) Structural works	20%	30%	5%	45%
b)Earthwork, Canal work, Embankment work etc.	20%	60%	5%	15%
(R&B) Works				
a) Bridge work	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	*30%	30%	5%	35%

(* 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 i refund on variation in price of materials, (except steel, cement and bitumen which will be governed as per clause no 31(a-ii) &(a-iii), labour and P.O. L. as per sub-clauses (a-i), (b) and (c) of this clause 31 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 is admissible at all**. In case of work where the stipulated period of completion is one year and more escalation on account of price variations would be admissible only for the remaining period after excluding the first one-year period thereof, provided that the work has been carried out by the contractor in term of the relevant provision of the Agreements. In the situation, where the period of completion 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."

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, hall 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 thereto which he may be in a position to supply.

99. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the

traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

100. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.

101. 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 Officer-in-Charge/ Engineer-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 tom contractor (cj, owing the instructions of the Department. The order Book shall be the property of, the Office-in-charge and shallot be removed from the site of work without written permission of the Engineer-in-charge and to be submitted to the Engineer-in-charge every month.

102. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.

103. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.

104. 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 11 of the F-2 Contract.

105. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Detailed Standard Specification, P.W.D. Code, Bridge code and MoRT&H specifications with latest revision / amendment are also binding on the part of the contractor.

106. No part of the contract shall be sublet without written permission of the concerned B.D.O., Kendrapara or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.

107. The contractor should attach the certificate in token of payment deposit with the registration authority as percent circular of the Government relating to his registration.

108. 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.

109. 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 bridge site etc. are the responsibility of the contractor.

110. 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.

111. 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.

112. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. 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 authorized 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 for 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 book not maintained from the commencement of the work, are liable to be summarily 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 whichever is earlier for record.

113. 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.

114. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC / MoRT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time. An 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 Superintending Engineer and above. After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

115. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work half way/ recession of contract.

(d) Pat record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

116. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

117. 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.

118. ADDENDUM TO THE CONDITION OF F2 CONTRACT
Clause-2(a) of F2 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

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

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge/ BDO 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 of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/4th 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 progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme

necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5. An update of the 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 5th day or such time period as mentioned in letter of Award after the date on which the BDO 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 B.D.O., Kendrapara 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 BDO 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 BDO to proceed with the works.

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil cognition, 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

vi) 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 B.D.O 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 bar for giving a fair and reasonable extension by the B.D.O., Kendrapara 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 Item Rate F2 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 B.D.O shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

119. Cess @ 1% of the agreement cost shall be deducted from contractor bill as per circular of Govt. of Orissa Labour and Employment Department vide letter No 3757/ Dt 25.04.2009.

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

a. Required E.M.D as per the clause No. 05.

b. Copy of valid Registration Certificate, GSTN Registration certificate, affidavit, PAN card, copy of the up to date valid labour license along with the tender documents and furnish the Original Registration certificate, GSTN Registration certificate and Pan card, labour license for verification within 3(three) days of opening of the tender before tendering authority as per Clause No.06.

c.DTCN duly signed by the contractor

d.Bank Draft towards cost of Tender Paper if downloaded or Money Receipt as per Clause No 1.

Total: - 119 (One hundred nineteen) clauses only.

SCHEDULE-A (CERTIFICATE OF NO RELATIONSHIP)

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of PR Deptt. of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the P.R Deptt, Govt. Of Odisha. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our` contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation. I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*)Strike out which is not applicable

Signature of the Tenderer
Date: -

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 summarily be rejected.

Signature

SCHEDULE- F FORMAT OF AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last 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.
3. 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: :

BILL OF QUANTITY

Abstract Quantity for the work :- Renovation of DRDA Building & Campus, Kendrapara					
Sl. No.	Description of Item	Unit	Qnty.	Rate	Amount
1	2	3	4	5	6
1	Dismantling brick or stone masonry in cement mortal under 3m height including stacking the useful materials and disposal of debris away fro work site within all lead including all labour,T&P,Cess complete as per direction of Engineer-in-Charge etc.	Cum	29.02	1084.96	31485.54
2	Earth work in excavation in foundation in all kinds of soil including earth mixed with boulder (except sheet rocks and boulder requiring blasting) 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,Cess etc., complete and as per specification and direction of the Engineer-in-Charge.	Cum	83.29	186.40	15525.26
3	Supplying filling foundation and plinth with approved quality of sand in layers not exceeding 15 cm thick including watering and ramming with the cost, conveyance, royalties, taxes of all materials and labour with T&P required for the work etc., complete as per specification and direction of the Engineer-in-Charge.	Cum	44.81	307.60	13783.56
4	Cement concrete of proportion (1:3:6) in foundation and floors using 4cm (3/4") size clean hard black crusher broken granite stone metal of approved quality and from approved quarry, mixing by concrete mixer including hoisting, lowering and laying concrete in layers not exceeding 15cm (6") 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, Cess etc., complete including dewatering if required etc complete as per direction Engineer-in-charge.	Cum	35.56	4561.70	162214.05
5	Cement concrete M20 grade for R.C.C. work with minimum compressive strength in work test of 200Kg/Cm2 in 15 cum cubes at 28 days using 12mm size hard black broken granite stone chips of approved quality and from approved quarry, mixing by concrete mixer including hoisting, lowering and laying concrete and compacting by using vibrators, watering and curing for 4 weeks including centering and shuttering and finishing the exposed surface smooth, providing grooves or beads where necessary including cost, conveyance, royalties and taxes of all materials and labour required for the work, Cess etc., complete as per specification and direction of the Engineer-in-Charge.				
a	Column Base footing:-	Cum	6.72	4821.00	32397.12
b	Plinth Beam :	Cum	3.44	5174.20	17799.25
c	Column Superstructure :-	Cum	4.59	12016.30	55154.82
d	Lintel, Copping	Cum	1.38	8326.90	11491.12
e	Beam :-	Cum	1.28	12016.30	15380.86
6	Straightening bent up or coiled rods cutting bending, cranking, hooking, welding or jointing (if required) the Tor steel of grade Fe-415 and binding wires and tying the grills, hoisting lowering and placing in proper position as required for R.C.C. works and for providing cost, conveyance and taxes of Tor steel and binding wires of 18 to 20 gauge and labour with all T&P required for the work,Cess etc., complete in all respect as per specification and direction of the Engineer-in-Charge. (Weight of binding wires will not be considered for payment and	Qntl.	13	8041.00	104533.00

	payment will be made on weight of M.S. Rods or Tor steel only).				
7	Fly Ash. Brick masonry in cement mortar (1:6) in using bricks of 25cm x 12cm x 8 cm size having a crushing strength of not less than 75kg/cm2 including splays cutting, circular moulding, chamfering and corbelling, watering and curing after immersing the bricks in water for six hours before use etc., complete, including cost and conveyance of all materials and labour required for the work with all taxes and royalties etc. with all T&P,Cess complete in all respect as per specification and direction of the Engineer-in-Charge.				
a)	Foundation & Plinth :-	Cum	3.77	4119.50	15530.52
b)	Super Structure	Cum	28.87	4152.85	119892.78
8	16mm thick cement plaster with cement mortar (1:6) finished smooth to brick walls after raking 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,Cess etc., complete in all respect as per specification and direction of the Engineer-in-Charge.	Sqm	293.0	194.39	56956.27
9	Providing and fixing of M.S Grill and gate with top and booth rails in proper position including making holes in stone/brick or RCC structure and wood work etc. and making good to the damages to wall or RCC structures including mending or cutting to sizes or grooves in walls and fixing with cement concrete of proportion (1:2:4) using 12m size crusher broken hard granite chips including cost., conveyance of all material labour T & P articles required for the work etc. complete as per specification and direction of EIC.	Qntl.	47	7500.00	352500.00
10	Providing and fixing granite tiles in dados, skirting and risers of steps on 12 mm thick cement plaster (1:3) painted with neat cement slurry mixed with pigment to match shade etc complete. 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,Cess etc., complete in all respect as per specification and direction of the Engineer-in-Charge.	Sqm.	24.04	1483.50	35663.34
11	Priming one coat with Cement Primer of approved make on plastered surface and finishing smooth and even surface to receive painting including watering & curing with cost and conveyance, all taxes and royalties of all materials , labour with T&P,Cess required for the work etc. complete in all respect as	Sqm	293.0	59.50	17433.50
12	Finishing walls with water proofing Weather Coat of approved shade two coats to wall surface on new work to give an even shade including all cost,conveyance & taxes of materials, labour,T&P,Cess etc complete in all respect as per specification and direction of the Engineer-in-charge	Sqm	293.0	65.91	19311.63
13	Painting two coats with any approved enamel paint over one coat of Red Oxide primer on new steel work including all cost, conveyance and taxes of all materials , labour , T&P,Cess required for the work etc, complete in all respect as per specification and direction of the Engineer-in-charge. .	Sqm.	36.75	166.10	6104.18
14	Supplying,fitting and fixing Terrazo Chequred tile having thickness 25 mm of size 300mmx300mm of approved make laid on 20 mm thick CM(1:4) and filling joints with white cement of approved quality including cost & conveyance, all taxes and royalty of all materials, labour & T&P,Cess required for the work etc. complete in all respect as per specification & direction of the Engineer-in-charge.	Sqm.	566.00	739.55	418585.30

15	Providing and laying 60 mm thick heavy duty factory made precast inter locking Cement Concrete Paver block of M30 grade of approved design and shape ,laid in required colour and pattern over 50 mm thick compacted bed of coarse sand to required level,filling the joints with fine sand. including cost & conveyance, all taxes and royalty of all materials, labour & T&P,Cess required for the work etc. complete in all respect as per specification & direction of the Engineer-in-charge.	Sqm.	360.00	834.50	300546.00
				Total	18,02,288.08
				Or Say	18,02,290.00

(Rupees Eighteen lakh two thousand two hundred ninty)only

Tender schedule amounting to Rs. 18,02,290.00 (***Rupees Eighteen lakh two thousand two hundred ninty***) only containing 15 (fifteen) items only is submitted for approval.

Block Development Officer
Kendrapara Block
Kendrapara

My / our quoted rate is _____ % (both in figures and words) excess over / less than / equal to the above estimated cost.

Signature of Tenderer

NOTES:

1. The contractor should not write anything excepting quoting of percentage and in any case anything else regarding tender rate is mentioned, the tender is liable for rejection.
2. Percentage quoted by the tenderer shall be accurately filled in words and in figures.
3. Strike out which is not applicable. If the tenderer quotes the percentage without mentioning excess or less, it will be considered as excess.
4. Percentage should be quoted up to 1 (one) digit after the decimal point. If the tenderer writes more than 1 digit after decimal, then the first digit will only be considered without rounding off.
5. Rate of all items are inclusive of cost, carriage, royalty, cess and all other taxes of materials.

Tenderer

No of Corrections_____

No of Over writings _____

No of Interpolations _____

.. .

Annexure-I

BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

I/We the authorised signatory of
M/s…….

Participating in the tender for the work ……. …….

……
……

……
vide Detail Tender Call Notice No:…… ……..do hereby declare

That in the event I/ we withdraw /modify our bid during the period of validity or I /We fail to execute formal contract agreement within the given timeline or I/we commit any breach of Tender Conditions /Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract (s)of Government of Odisha for a period of three years from the date of committing such breach.

Signature and seal of Authorised Signatory of Bidder……..

Name of Authorised signatory……

Company Name ……

CHECK LIST
(to be filled up by the contractor)

Sl. No.	Documents	Submitted		Page No.	Issuing authority
		Yes	No.		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T. / Pan Card				
4	Copy of the valid GST registration certificate.				
5	Required EMD in approved shape				
6	No relation Certificate				
7	Affidavit of no litigation				
8	Affidavit of authenticity of true document attached				
9	Work Certificate of similar nature of work 100% of tender amount in any one financial year in last three under any Govt. or public sector undertaking.				

Certified that all the information mention above have been attached with the tender paper & are true and correct to the best of my Knowledge & belief.

APPROVED FOR 25 (TWENTY FIVE) PAGES ONLY

Contractor

BDO, Kendrapara