

BID IDENTIFICATION NO- BDO/EDU/JHIG/02/24-25



GOVERNMENT OF ODISHA  
PANCHAYATI RAJ AND DRINKING WATER DEPARTMENT

DETAILED TENDER CALL NOTICE FOR THE WORK  
FOR BUILDING WORKS

Construction of Additional Classroom at Govt. UGHS  
Phupugam

Approximate Estimated Cost put to Tender: Rs. 13,43,794/-



## OFFICE OF THE PANCHAYAT SAMITI, JHARIGAM

Bid Identification No. BDO/EDU/JHG/02/24-25

No: 2333/2024

Date:03.09.2024

1. The Block Development Officer, Jharigam on behalf of the Governor of Odisha invites Single Cover percentage rate bids for construction of works detailed in the table from "D" and "C" class contractors as mentioned under Col. No. 7 with the State Government and contractors of equivalent Grade/ Class registered with Central Government/ M.E.S/ Railways for execution of Civil Works on productions of definite proof from the appropriate authority. The bidders may submit bids for any or all of the following works.

TABLE- A

Sl. No	Name of the work	Value of the work (Rs.)	Concerned T.I.A.	Security Amount (Rs.) (Online)	Cost of Bid Documents (Rs.) (Online)	Class of Bidder	Period of completion
1	2	3	4	5	6	7	8
1.	Construction of Additional Classroom at Govt. PS Goudguda A	Rs. 12,09,547/-	B.D.O, Jharigam	Rs. 12,100/-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months
2.	Construction of Additional Classroom at Govt. UPS Cheptiamba	Rs. 12,09,547/-	B.D.O, Jharigam	Rs. 12,100/-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months
3.	Construction of Additional Classroom at Govt. UPS Kuhurakote	Rs. 12,09,547/-	B.D.O, Jharigam	Rs.12,100 /-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months
4.	Construction of Additional Classroom at Govt. PS Padeiguda	Rs. 12,09,547/-	B.D.O, Jharigam	Rs.12,100 /-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months
5.	Construction of Additional Classroom at Govt. UPS Chaklapadar	Rs. 12,09,547/-	B.D.O, Jharigam	Rs.12,100 /-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months
6.	Construction of Additional Classroom at Govt. UGHS Phupugam	Rs. 13,43,794/-	B.D.O, Jharigam	Rs.13,500 /-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months
7.	Construction of Additional Classroom at Govt. UGHS Ratakhandiguda	Rs. 13,43,794/-	B.D.O, Jharigam	Rs.13,500 /-	Rs. 6,000/-	"D" & "C" class	6 (Six) Calendar months

2. The bid documents will be available in the website: <https://nabarangpur.odisha.gov.in/> from 10:00 Hours of 13.09.2024 to 16:00 Hours of 04.10.2024 for bidding.
3. The Bids shall be received only at the Office of the Undersigned
4. Bids shall be received only through "speed post/ registered post" on or before 16:00 Hours of 04.10.2024.

5. Bids received online shall be opened at 11:00 Hours of 05.10.2024 in the office of the undersigned in presence of bidders who wish to attend. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
6. The bidder shall submit the cost of bid documents and security amount as mentioned in the Col. No. 5 & 6 only in the shape of Demand Draft drawn in favour of BDO, Jharigam payable at Jharigam.
7. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers.
8. Bidders are to submit only the original BOQ uploaded by the publisher after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission shall lead to cancellation of bid.
9. If the rate quoted by the bidder is more than 14.99% less of the tendered amount then such a bid shall be rejected.
10. Other details can be seen in the bidding documents.
11. The authority reserves the right to reject any or all documents without assigning any reasons thereof.
12. In case of lottery required to be conducted among the successful bidder in accordance with the works department Order No-10224 dated 01.09.2015, the same will be conducted in a suitable date in the office chamber of the undersigned. The bidders are requested to keep in touch with this office and also requested to be present during the lottery as per the scheduled date, time and venue. If the qualified bidder/ bidders failed to attend the same will be conducted in the presence of the available bidder and the result will be binding upon them.
13. The Engineer contractor willing to avail the Exemption of EMD will submit the original affidavit along with bid documents before opening of the bids. Affidavit should contain how many times such facility have been availed by him prior this during the current financial year. Otherwise they will not be entitled to avail such facilities.
14. In case of Schedule caste/ schedule tribe contractors, Government undertaking, co-operative societies, Diploma/ Degree holder in Engineering who are registered with the Govt. of Odisha, the rules framed by Govt. from time to time about cost of bid documents, Bid Security, Performance Security, Price preference & other benefits will apply.
15. Subsequent corrigendum/ Addendum if required shall only be available in the website indicated above.
16. As Goods & Services Tax (GST) has come into force with effect from 01.07.2017, the rate quoted should be excluding GST as applicable.
17. The bidder shall transfer online the EMD/ Bid Security of the amount specified for the work in the table Col. No. 5 above as part of its bid through a process as mentioned under DTCN bidders desirous to hire machineries or equipments from outside the state are required to transfer online 2% of the amount put to tender as Bid Security/ EMD/ Performance Security.
18. The Affidavit for each work should be submitted separately.

  
Block Development Officer  
Jharigam

Dated: 03.09.2024

Memo No. 2334/2024

Copy in duplicate submitted to the Superintending Engineer, Panchayati Raj & Drinking Water Department, Odisha/ Collector and District Magistrate, Nabarangapur/ CDO-cum-EO, ZP, Nabarangapur/ Executive Engineer, ZP, Nabarangapur for favour of kind information. A copy of the tender call notice may kindly be ordered to be pasted in the office notice board for its wide publication.

  
Block Development Officer  
Jharigam

Memo No. 2335/2024

Dated: 03.09.2024

Copy forwarded to the EO, Umerkote municipality/ EO, Nabarangapur municipality/ all Block Development Officers of the district for wide publication.

  
Block Development Officer  
Jharigam

Memo No. 2336/2024

Dated: 03.09.2024

Copy to the Assistant Executive Engineer/ All JEs/ Notice Board/ Section Officer/ Cashier/ DA, Development Section/ Tender File.

  
Block Development Officer  
Jharigam

Memo No. 2337/2024

Dated: 03.09.2024

Copy submitted to the Deputy Director and Deputy Secretary to the Govt. of Odisha, I&PR Deptt., Odisha with a request to get it published in two leading Odia daily and one National English daily News Paper at an early date for wide circulation of the Tender Call Notice. Complimentary copy of the News paper containing the Tender Call Notice may be sent to this office for reference and record.

  
Block Development Officer  
Jharigam

Memo No. 2338/2024

Dated: 03.09.2024

Copy forwarded to the DIO, NIC, Nabarangapur with a request to host the bid documents in the website: <https://nabarangpur.odisha.gov.in/> from 10:00 Hours of 13.09.2024 to 16:00 Hours of 04.10.2024.

  
Block Development Officer  
Jharigam

PANCHAYAT RAJ & DRINKING WATER DEPARTMENT  
GOVERNMENT OF ODISHA  
OFFICE OF THE PANCHAYAT SAMITI, JHARIGAM  
INVITATION FOR BIDS

No: BDO/EDU/JHG/02/2024-25

DATED: - 03.09.2024

The Block Development Officer, JHARIGAM on behalf of Governor of Odisha Invites Percentage Rate bid in single cover system

1. Name of Works : As mentioned in Table "A" which includes Construction of Additional class rooms at different Schools of Jharigam block.
2. No. of Works : 7 (Seven) no's (Detailed in Tender Call Notice available in the website)
3. Estimated Cost : As mentioned in Table "A"
4. Tender Paper Cost : Rs.6000/- per each work.
5. Class of Contractor : "D" & "C" Class.
6. Period of Completion : 180 Days
7. Critical Dates : Mentioned in table below

\*Further details can be seen in the bidding documents, which is available in Portal [www.nabarangpur.odisha.gov.in](http://www.nabarangpur.odisha.gov.in)

\*Subsequent corrigendum if required shall be appeared in the website.

\*Authority reserves the right to reject any or all tenders without assigning any reason thereof.

Procurement Officer	Bid Identification No.	Availability of Tender Online for Bidding		Last Date of Seeking tender clarification	Date of opening of Bid
		From	To		
BDO, JHARIGAM	BDO/EDU/JHG/2/2024-25	13.09.2024 at 10.00AM	04.10.2024 at 04.00PM	04.10.2024 up to 4.00 PM	05.10.2024 at 11.00 A.M.

Block Development Officer,  
Jharigam

Dt. 03.09.2024

Memo No: 2332

Copy along with 1(One) extra copy & one soft copy forwarded to the Deputy Director, Information & Public Relation Departments, Odisha, Bhubaneswar for information with a request to arrange publication of this tender notice on or before 12.09.2024 in two leading Odia dailies and one English National daily newspaper. Advertisement Manager may kindly be requested to communicate the copies of the advertisement to this office immediately after Publication for record & reference at this end.

Block Development Officer,  
Jharigam

## CHECKLIST TO BE ENSURED BY THE BIDDER

NAME OF THE WORK: - Construction of Additional Classroom at Govt.UGHS Phupugam

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs 6,000/- (only in the shape of Demand Draft drawn in favour of BDO,Jharigam payable at Jharigam)				
02.	E.M.D/Bid Security are required to submit along with their BID, as per the Works Department Office Memorandum No.1499 dtd.01.02.2023 of Works Department, Government of Odisha (only in the shape of Demand Draft drawn in favour of BDO, Jharigam payable at Jharigam)				
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.05			
04.	Copy of valid GSTIN certificate	D.T.C.N Clause No.05			
05.	Copy of PAN Card	D.T.C.N Clause No.05			
06.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.35			
07	Affidavit for authenticity of documents				
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.49			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.49			
09. (A)	List of Plants & Equipments to be deployed on contract work. <b>Qualifying mark to be obtained- 80 (Eighty)</b>	D.T.C.N Clause No.7 and Clause No.111			
	<b>List of plants and equipments</b>	<b>Remarks</b>			
(i)	Hydraulic Excavator	1 No			
(ii)	Concrete Mixer	1 Nos			
(iii)	Tractor	1 No			
(iv)	Centering Shuttering	100 Sqm			
(V)	Water tanker (Minimum 5000 KL)	1 No			
(vi)	Niddle Vibrator	1 No			
(vi)	Plate Vibrator	1 No			

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 Block Development Officer  
 Jharigam

**CONTRACT DATA**

**A. GENERAL INFORMATIONS**

SI No	Item	Details
1	Bid Identification No.	Bid Identification No. BDO/EDU/JHG/02/24-25
2	Name of the Work	Construction of Additional Classroom at Govt. UGHS Phupugam
3	Officer Inviting Tender	Block Development Officer, Jharigam
4	Executive Engineer concerned with head quarters.	Executive Engineer, Zilla Parishad, Nabarangapur
5	Estimated Cost Civil Works	Rs. 13,43,794 /-

**B. BID INFORMATION**

6	Intended completion period/Time period assigned for Completion	6 ( Six ) Calendar Months
7	Last Date & time of submission of Bid	Time 4.00 P.M Date: 04.10.2024
	Opening of Bid	11.00 Hrs Date: 05.10.2024
8	Cost of Bid Document	
	i (Online payment through gateway of SBI/ICICI/HDFC Bank)	Rs 6,000/-
	ii in favour of	Block Development Officer, Jharigam
	iii payable at	<b>Jharigam</b>
9	Bid Security	
	i (Online payment through gateway of SBI/ICICI/HDFC Bank)	Rs.13500 /-
	ii in favour of	Block Development Officer, Jharigam
	iii payable at	<b>Jharigam</b>
	iv Type of instrument	As specified in the bid document
10	Class of Contractor	D & C Class Contractor
11	Bid validity period	90 days
12	Minimum period of contract / agreement / lease deed of equipment and machineries	12 (Twelve) Months
13	Currency of payment for Contract	Indian Rupee
14	Language of Contract	English

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## DETAILED TENDER CALL NOTICE

1. Sealed percentage rate bids are invited on in SINGLE cover system from "D"& "C" Class contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work "Construction of Additional Classroom at Govt. UGHS Phupugam" at an estimated cost of Rs. 13,43,794/- (Rupees thirteen lakhs forty three thousand seven hundred ninetyfour) only. The adopted format for percentage rate is same as that of the form adopted for item rate tenders but the word "Item rate" shall be replaced by "Percentage rate" and the contract will be named as P-1. Bids from Joint Venture are not allowed.

(a) This tender is of Civil work basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.

(b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

2. The Bid documents are available from official website of Government: [www.nabarangpur.odisha.gov.in](http://www.nabarangpur.odisha.gov.in) from 10AM of 13.09.2024 up to 16.00 Hours of 04.10.2024. The last date and time of submission of Bid is as per contract data.

3. The Bid documents will be opened by the assigned officer in the office of the Block Development Officer, jharigam at 11.00 Hours 05.10.2024 in the presence of the bidders or their authorised representatives who wish to attend.

4. The cost of Bid documents is to be remitted online for Rs. 6,000.00 towards cost of each bid respectively.

5. The bid is to be submitted in single cover.

(i) Cover-I is to contain scanned GST Registration Certificate and GSTIN, scanned copy of registration certificate, PAN card,

undertaking/certificates duly filled, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.

(ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.

6. The bidder shall remit the EMD/ bid security online as part of bid of the amount as specified in the Contract Data. Bidders

desirous to hire machineries or equipments from out side the State or owned but deployed outside the State are required to furnish the EMD/bid security online as specified in the Contract Data and as per the above terms and conditions.

The lowest preferred bidder is required to produce documents viz original Registration, GST Registration Certificate, GSTIN, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at Annexure-I of Schedule-C, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.

7. (i) The Contractors are required to furnish scanned copy of evidence of ownership of principal machineries/equipments as per Annexure-III.

(ii) Deleted.

(iii) 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 be on long term basis for a minimum period of 12 ( twelve ) months as mentioned in contract data from the last date of receipt of Bid documents.

8. The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for

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this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, work invariably should accompany their tender papers., the question of joint venture does not arise. The tender papers shall bear signature of authorised person of the tenderer, the letter of authorization should accompany tender papers. The authorisation should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil work to the Engineer-in- Charge.

9. (i) The contractor will be drawn in P.W.D. P-1 contract form and will constitute one part as follows.  
a. Part – I For Civil items of works

The contract shall be drawn & signed by **Block Development Officer, Jharigam** on behalf of the Governor of Odisha.

10. If an individual makes the application, the individual should sign above his full type written name and current address.  
11. If the application is made by proprietary firm, it shall be signed by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.  
12. If the application is made by a firm in partnership, it shall be signed 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.  
13. If the application is made by a limited company or a corporation, it shall be signed by a 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.  
14. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.  
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. The work is to be completed in all respects within 6 (Six ) calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.  
17. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.  
18. The tenderer 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, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.  
19. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.  
20. 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 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.  
21. Deleted  
22. The tender should be accompanied with the **copies of the valid Registration certificate, valid GSTIN certificate and PAN card** which are mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.  
23. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.  
24. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.  
25. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent to rejection of their tenders. The retention of E.M.D. with the Department will carry no interest.  
26. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award 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

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pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) Time Deposit Account duly pledged in favour of as per the contract data and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the **Block Development Officer, Jharigam and payable at Jharigam or as directed.** The security deposit together with the earnest money and the amount withheld according to the provision of P-1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. Following documents shall form part of the agreement.

if L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is listed, it will widely published and intimated to all departments of Government and also to Govt. of India agencies working in the state.

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

b) **Standard P.W.D. Form P-1 with latest amendments.** Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **12 (Twelve)** months of completion of the work and payment of the final bill and will not carry any interest.

As concurred by Law Department & 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.

27. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of, 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

28. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter No VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), dt.27-9-61.

29. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

a) Rent royalties, cess and other charges of materials, Octroi and all other taxes including prevailing Tax from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by gov. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.

b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.

c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.

d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.

f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.

g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.

h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.

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- i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
30. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
31. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
32. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
33. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57. 38. No part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer be made by the power of attorney authorising others to receive payment on contractors behalf.
34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
35. **No Relation 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.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
36. Deleted
37. Deleted.
38. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
39. Shuttering & centering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
40. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
44. The contractor should at his own cost arrange transportation, hire and running charges of such plant and cost of consumables.
45. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
46. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
47. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances
48. The tenders should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of schedule-H.
49. 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

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documents. 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 **summarily rejected**.

50. **It should be clearly understood that:**
- The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
  - Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
  - Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
  - Plain concrete and reinforced concrete specimens will be tested. Cost of testing of all specimens and samples will be borne by the Contractor.
51. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
52. 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, 50,000.00. 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.
53. **List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of schedule-C.**
54. 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.
55. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
56. 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.
57. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is **One Lakh and above**.
58. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
59. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
60. 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. **Building and other construction workers welfare cess @ 1 % will be deducted from the gross amount of contractor's bill.**
61. **(1) (A) Amendment to Para-3.5.5(V) of Note-II of OPWD Code, Vol-I by Modification**  
**Note(ii)** Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Demand Draft/ Term Deposit Receipt pledged in favour of the **Block Development Officer, Jharigam** within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder as per Works Department Office Memorandum No.14299 dtd.03.10.2017. ( Subsequently Modified as per Works Department Memorandum No. 4559 dt 05.04.2021)

Sl No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance security to be deposited by the successful bidder
1	Below 5 %	No Additional Performance Security

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2	From 5 % and above and below 10%	50% of ( Difference between estimated cost put to tender and Bid Amount)
3	From 10 % and above	150 % of ( Difference between estimated cost put to tender and Bid Amount)

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.

62. **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.
63. 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 Holders 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 vide table 1.4 of Qualification Information of Section-2.
64. 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 Chief Engineer and above.
65. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516 .
66. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
67. 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.
68. The Contractor will have to submit to the **Block Development Officer, Jharigam** monthly return of labour both skilled and unskilled employed by him on the work.
69. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
70. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
71. The Tenderer should furnish along with their tender 1. a list of works, which are at present in their hand 2. list of T&P and 3. list of work executed in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.
72. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
73. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
74. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at the cost of the Contractor with no extra cost to the Department.
75. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work the contractor shall make good of all the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
76. The C.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
77. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
78. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.

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79. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
80. 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.
81. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (i) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (ii) The tests have to be planned & carried out such that the progress of work is not hampered
- (iii) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
82. In case of ambiguity between clauses of this D.T.C.N. and the P-1 contract form, the relevant Clauses of the P-1 contract form shall prevail over the D.T.C.N. The clauses not covered under P-1 contract form shall be governed by the clauses of the D.T.C.N.
83. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
84. Schedule of quantities accompanied with bid document 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
85. no way invalidate the contract and no extra monetary compensation, will be entertained.
- In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Executive Engineer 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 Executive Engineer is final and binding on the contractor.
86. 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 with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
87. The bidder 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.
88. 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.
89. The selected contractor may take delivery of departmental supply according to his need for the work issued by the **Sub-Divisional office in-charge** 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 security guard 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 F2 agreement.
90. 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.
91. All the materials which are to be supplied from P.W.D. 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 P.W.D. 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 one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
92. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of 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.
93. 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

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- as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
94. **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.
95. 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, falling 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.
96. **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.
97. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.
98. 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 Orissa 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.
99. **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.
100. 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 with their dated signatures and duly noted by the contractor or his authorised 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 PR&DW Deptt. and shall not be removed from the site of work without written permission of the Engineer-in-charge (Executive Engineer) and to be submitted to the Engineer-in charge every month.
101. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
102. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
103. 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 building site etc. are the responsibility of the contractor.
104. 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.
105. 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 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 book not maintained from the commencement of the work is liable to be summararily rejected. The claim book is the property of the PR&DW Deptt. 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.
106. 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.

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107. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- Making a false statement or declaration.
  - Past record of poor performance.
  - Past record of abandoning the work half way/ recession of contract.
  - Past record of in-ordinate delay in completion of the work.
  - Past history of litigation.

108. In case the 1<sup>st</sup> 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 dis-incentivising the tenderer.

109. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.
4	Contract.data
5	Specifications
6	Drawings

110. Deleted

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

- Required E.M.D as per the **Clause No. 6.**
- Required tender paper cost as per **Clause No.4.**
- Copy of valid Registration Certificate, Valid GST (Regular) certificate, PAN card along with the tender documents and furnish the Original Registration certificate, GSTIN certificate and Pan card, for verification within (5) five days of opening of Cover-I of the tender before **Block Development Officer, Jharigam, as per Clause No.6 scanned copy of all documents are to be furnished with the bid**
- 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 No.49.**
- License criteria as per **Clause No.6**
- An Affidavit regarding authenticity of documents furnished by him for the individual work shall be furnished**
- Deleted
- Evidence of ownership of major items of construction equipments, named evidence of arrangement of processing them on hire/lease/buying as defined therein.(As per Annexure-III)
- Deleted
- Deleted

**NOTE: Scanned copies of evidence of all documents to justify Eligibility under the above clauses are to be furnished with the Online bid.**

**Special Condition:**

All reinforcement steel and structural steel shall be procured from primary producers of steel-

**SAIL/RINL/TATA/JINDAL STEEL/ SHYAM STEEL.**  
 In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS's Code.  
 The Cement of the companies having their own manufacturing units in the State of Odisha is to be used in all works

112. **ADDENDUM TO THE CONDITION OF P-1 CONTRACT**  
**Clause-2(a) of P-1 Contract:-TIME CONTROL:-(Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)**

- Progress of work and Re-scheduling programme.**
  - 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.
  - With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
  - 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<sup>th</sup> 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<sup>th</sup> of the whole of the work before 3/4<sup>th</sup> of the whole time allowed under the contract has elapsed.
  - 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-

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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 15<sup>th</sup> 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 majeure, or
  - ii) Abnormally bad weather, or
  - iii) Serious loss or damage by fire, or
  - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
  - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
  - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractor's 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 of P-1 Contract 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 in compensation the amount calculated at the rates stipulated below as the Engineer-in-Charge (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 of P-1 Contract 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

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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.

#### Bonus for early completion

2.4. In case the contractor completes the work with work value more than Rs.40.00 lakhs, ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis (only after one month) shall be payable to the contractor, subject to a maximum limit of 2% (two percent) of the tendered value. The amount of bonus, if payable shall be paid along with final bill after completion of work.

#### Management Meetings

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

2.5.1. 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 P-1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt. 27.05.2005 of Works Department, Odisha):- 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 realized from the contractor as penalty.

113. The tenderers are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clauses mentioned here in before tendering.

114. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Orissa.

As per said amendment a Contractor may be blacklisted

- a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

115. Deleted

116. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-

i. The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.

ii. 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 Bid Identification No., Name & SI No. of the work (as per IFB) to which they refer, written on the envelope.

iii. Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.

a. 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

b. If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.

c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.

d. 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.

e. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.

f. If the rate quoted by the bidder is less than 15 % of the tendered amount then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99 % ( Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned Executive Engineer and DAO will remain present.

g. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

iv. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.

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 can not be altered except in case of exceptional circumstances with due approval of next higher authority.

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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.  
Payment for variation in price - (Vide Works Department Memorandum No-12606 /W dt.24.12.2012.  
Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below:-

**REIMBURSEMENT/ RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT ) AFTER SUBMISSION OF TENDER:**

If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes ( not being supplied by the Department) increases/ decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period. Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge.

Recovery in case of decrease in prices of cement, steel, bitumen & pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase/decrease in prices of cement, steel, Bitumen and Pipes for reimbursement/recovery shall be determined as follow.

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

Price adjustment for increase or decrease in cost of materials other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula:

$$V = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

V = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

M<sub>0</sub> = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and commerce, New Delhi).

M<sub>1</sub> = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P<sub>m</sub> = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause -98 (d) below.

**(a)(i): REIMBURSEMENT/ RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT ) AFTER SUBMISSION OF TENDER:**

If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes ( not being supplied by the Department) increases/ decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period. Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge.

Recovery in case of decrease in prices of cement, steel, bitumen & pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase/decrease in prices of cement, steel, Bitumen and Pipes for reimbursement/recovery shall be determined as follow.

**a) Adjustment towards differential cost of cement**

V<sub>c</sub> = (C<sub>i</sub> - C<sub>0</sub>) / C<sub>0</sub> x Actual quantity of cement utilized in the work during the quarter under consideration x base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

V<sub>c</sub> = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

C<sub>i</sub> = All India Wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi.

C<sub>0</sub> = All India Wholesale price index ( as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

**b) Adjustment towards differential cost of Steel**

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$V_s = (S_1 - S_0) \times$  Actual quantity of steel utilized in the work during the quarter under consideration.  
 $V_s =$  Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.  
 $S_1 =$  Cost of the Steel as prevailed during the period under consideration as fixed by Steel Authority of India.  
 $S_0 =$  Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

**c) Adjustment towards differential cost of Bitumen.**

$V_b = (B_1 - B_0) \times$  Actual quantity of Bitumen utilized in the work during the quarter under consideration.  
 $V_b =$  Different cost of Bitumen i.e. amount of Increase or decrease in rupees to be paid or recovered.  
 $B_1 =$  Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.  
 $B_0 =$  Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

**d) Adjustment towards differential cost of pipes.**

$V_p = 0.85 \times P_p / 100 \times R (P_1 - P_0) / P_0$   
 $V_p =$  Differential cost of pipe i.e. amount of Increase or decrease in rupees to be paid or recovered during the quarter under consideration.  
 $P_p =$  Percentage of pipe component of the work as indicated in the clause 98 (d).

$R =$  Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.  
 $P_1 =$  All India Whole sale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.  
 $P_0 =$  All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

**117(b): REIMBURSEMENT/ REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:**

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.  
 The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof for this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase/decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$V_i = 0.85 \times P_i / 100 \times R \times (L_1 - L_0) / L_0$

$V_i =$  increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

$R =$  Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

$L_0 =$  the minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

$L_1 =$  the minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

$P_i =$  Percentage of labour component of the work, as indicated in the clause 98 (d).

**117(c): REIMBURSEMENT/REFUND DUE TO VARIATION IN PRICES OF P.O.L:**

Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L., which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids 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. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

Formula to calculate the increase or decrease in the price of P.O.L:

$V_l = 0.85 \times P_l / 100 \times R \times (F_1 - F_0) / F_0$

$V_l =$  Increase or decrease in the cost of work during the quarter under consideration due to Changes in rates for P.O.L.

$P_l =$  Percentage of P.O.L. component of the work, as indicated in clause-98 (d) below

$R =$  Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

$F_1 =$  All India Wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry And Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

$F_0 =$  All India Whole sale price index for Fuel, oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any

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118. GST will be paid extra as applicable on production of invoice of GST

119. The concessions/facilities for 10% purchase preference shall be hereby allowed only to the individual registered Contractors belonging to Scheduled Cast and Scheduled Tribe having Registration Certificate up to 'B' Class as per Works Department, Odisha Resolution No 16262 dt 30.10.18.

120. You are required to submit copy of Registration of your establishment under Sec-7 of Building & Other construction Worker's (Regulation of Employment & Condition of Service) Act, 1996. Similarly you should ensure that all the Construction Workers engaged by you in the above work are registered under Sec.12 of the Act. You have to produce copies of above certificates along with your running bills failing which the bill ( RA or Final) will not be paid at this end.

Total:- 120 ( One Hundred twenty ) Clauses only

## Addendum

Govt of Odisha, Works Department Office Memorandum No 4559 dt the 05.04.2021 regarding Additional Performance Security in case of Abnormally Low Bids (ALBS)

The State Government is pleased to fix the following rate of Additional Performance security

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

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## GENERAL CONDITIONS

### 1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

### 2. Contractor's Responsibility.

- a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.
- b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department if the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision. All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in-charge before incorporation in the works.
- d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.
- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

### g) Alteration / Addition & Omissions

The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or all of followings :

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the levels, lines, position and dimensions of any part of the works, and
- d) Execute additional works of any kind necessary for the completion of the work. No such variation shall in any way radiate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.
- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but he adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. **Valuation of variations**

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

5. **The Offers are also to include**

- a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.
- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.
- g) Curing of ail concrete and cement works as per specification and direction,
- h) Centering, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning.
- k) Testing of materials and works as per specification and direction

**Annexure-III**  
**List of Plants & Equipments to be deployed on contract work**

Sl. No	Type of Equipments	No. of machines required	Marks
1	Hydraulic Excavator	1 No	20
2	Concrete Mixer	1 Nos	20
3	Tractor	1 No	20
4	Centering Shuttering	100 Sqm	10
5	Water tanker ( Minimum 5000 KL)	1 No	10
6	Niddle Vibrator	1 No	10
7	Plate Vibrator	1 No	10

**Tenderers are required to submit the information in the following Schedules**

**SCHEDULE - A**

**CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We\* am/are\* related / not related(\*) to any officer of PR&DW Deptt. of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under 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.

(\*) - Strike out which is not applicable

Signature of the Tenderer  
Date:-

**SCHEDULE - B**

**WORKING EXPERIENCE**

**LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

**Note:** The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the Tenderer  
Date.....

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## CERTIFICATE OF TOOLS AND PLANTS

SCHEDULE - C

I/We hereby certify that the following tools and plants, machineries and vehicles are in my /our possession in working orders...

- (i)
- (ii)
- (iii)
- (iv)
- (v)

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

Signature of the Tenderer  
Date.

SCHEDULE - D

### WORKING EXPERIENCE

#### LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

**Note:** The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the Tenderer  
Date.

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SCHEDULE - E

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER 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 summarily be rejected.

Signature of Tenderer

SCHEDULE - F

**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 my / our firm / company / individuals \_\_\_\_\_ 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 authorise(s) 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.

(Signature of Tenderer)

Title of Officer

Name of Firm

Block Development Officer  
Jharigan

CONTRACTOR

Date:

**SCHEDULE - G**

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE**  
**ENGINEER / DIPLOMA HOLDERS**  
**(For Super Class / 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.

  
Block Development Officer  
Jhargam

## BOQ

Name of the Work:- " CONSTRUCTION OF ADDL. CLASS ROOM AT UGHIS PHUPUGAM OF PHUPUGAM GP"

Sl. No.	Description	Quantity	Unit	Rate	Amount
1	Earth work in hard soil or gravelly soil within 50m. Initial lead and 1.5m initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layers not exceeding 0.3m in depth and as per the direction of the Engineer-in-charge.	41.21	Cum	269.70	11114.00
2	Filling in foundation and plinth with sand watered and rammed etc including all cost conveyance roalty labour and T&P etc. complete as directed by the Engineer - in Charge	40.10	Cum	710.86	28505.00
3	Cement concrete (1:3:6)with 4cm size hard granite metal per 1cum (P-43/3)	23.04	Cum	6037.15	139095.00
4	RCC M-20 works including centering & shuttering				
4.1	Column Footing	7.11	Cum	6587.02	46833.00
4.2	Column	3.84	Cum	16579.61	63665.00
4.3	Plinth Beam	4.40	Cum	7339.58	32294.00
4.4	Lintel	2.15	Cum	13198.18	28376.00
4.5	Chajja	0.66	Cum	1128.01	744.00
4.6	Beam	4.59	Cum	16579.61	76100.00
4.7	Slab	10.72	Cum	12817.46	137403.00
5	Brick work with Fly ash bricks of 23 Cm. x 11 Cm. x 8 Cm size having crushing strength not less than 75Kg/cm <sup>2</sup> with dimensional tolerance $\pm 2$ percent in cement mortar (1:6) in Superstructure per cum.	21.41	Cum	5648.88	120942.00
6	12mm. thick cement plaster (1:6) for brick work	112.72	Sqm	187.07	21086.00
7	16 mm. thick cement plaster (1:6) over brick or stone masonry per 1Sqm.	109.78	Sqm	269.56	29592.00
8	Finishing surface of walls with Cement based wall-putty (Water based) of approved make and finished smooth and even surface to receive painting including cost of scaffolding staging charges with cost of all materials taxes, labour T&P etc complete.	306.98	Sqm	89.61	27508.00
9	Finishing wall surface with weather coat paint of approved shade on new work of two coats over one coat of primer including cost of paints & primer and labour charges etc complete.	112.72	Sqm	173.25	19528.00

Block Development Officer  
Jharidam

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10	Wall painting with plastic emulsion paint of approved shade on new work of two coats over one coat of primer including cost of paints & primer and labour charges etc complete.	194.26	Sqm	` 114.24	` 22192.00
11	MS Door and Window	282.24	Kg	` 118.00	` 33304.00
12	Painting two coats with enamel paints over one coat of primer with approved quality paints & primer to Wood/Iron work including cost of paints & primer, T&P and labour charges etc complete.	27.18	Sqm	` 254.49	` 6917.00
13	Supplying, fitting and placing uncoated HYSD bar reinforcement complete as per drawing and technical specification.	35.07	Qntl	` 9191.92	` 322360.00
14	20mm. thick cement plaster (1:6) for stone work	93.26	Sqm	` 281.35	` 26238.00
15	Fixing tiles in floors trades or steps and landing on 25mm bed of cement mortar 1:1 jointed with neat cement slury mixed with pigment to match the shade of the tiles including rubbing and polishing complete excluding cost of precast tiles per 1sqm (data for 10sqm)	94.21	Sqm	` 710.02	` 66890.00
16	Fixing tiles in dados striking and rises of steps on 12mm cement plaster (1:3) jointed with neat cement slury mixed with pigment to match the shade of the tiles including rubbing and polishing complete excluding cost of precast tiles per 1sqm (data for 10sqm)	7.84	Sqm	` 944.05	` 7401.00
17	Cost of Tiles	102.05	Sqm	` 651.08	` 66442.00
18	Brick work with Fly ash bricks of 23 Cm. x 11 Cm. x 8 Cm size having crushing strength not less than 75Kg/cm <sup>2</sup> with dimensional tolerance $\pm 2$ percent in cement mortar (1:6) in foundation and plinth per cum.	1.65	Cum	` 5615.55	` 9265.00
<b>Amount Put to Tender</b>					<b>` 1343794.00</b>

Rupees(Thirteen  
Lakhs Forty three  
Thousand Seven  
Hundred Ninety four)  
only

My/Our quoted rate is .....% Excess ..... % Less ( Both in Figures and words )

Note:-

- (1) The Contractor should not write anything except quoting of Percentage & in case anything else regarding tender rate is mentioned, the tender is liable for rejection.
- (2) Strike out which are not applicable.
- (3) The Percentage Quoted in the tender without mentioning excess or less will be treated as excess.

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Block Development Officer  
Jharigan