

GOVERNMENT OF ODISHA

PANCHAYATIRAJ DEPARTMENT



BID DOCUMENT
(FOR BUILDING WORKS)

**Name of work:- Construction of Kalyan Mandap At Malada of
Malada G.P**

BID AMOUNT :-Rs. 22,28,157/-

**OFFICE OF THE PANCHAYATA SAMITI
BHANDARIPOKHARI,
BHADRAK.**



OFFICE OF THE PANCHAYAT SAMITI, BHANDARIPOKHARI

DIST.-BHADRAK-756120

Email : ori-bhandaripokhari@nic.in

Phone No. 06786-232521

INVITATION FOR BIDS

Notice No- 02 /2019-2020

No 310 Date 27.01.2020

1. The Block Development Officer, Bhandaripokhari, on behalf of Governor of Odisha invites sealed percentage rate bids from registered PWD 'D' & 'C' Class Contractors of state Govt. and contractors of equivalent Grade/Class registered with Central Govt./MES/Railways for execution of Civil works on production of definite proof from the appropriate authority to be eventually drawn up in PWD FORM F2(Now name as P-1) for the works detailed in the table below.

Sl No	Name of the Work	Approximate Value of work excluding 12% GST (Rs.in lakh)	Period of Completion	Class of Contractor	EMD to be Deposited (in Rs)	Cost of Tender paper (Non refundable (In Rs.))	Last date of receipts of bids
1	2	3	4	5	6	7	8
1	Construction of Kalyan Mandap at Malada, Malada G.P.	22.28157	11 Clander months	D & C	22,282/-	6000/-	12/ 02/2020
2	Construction of Kalyan Mandap at Khapuriapada, Bandalo-Madhiali G.P.	22.28157	11 Clander months	D & C	22,282/-	6000/-	12/ 02/2020

1. The date of selling of bid documents from Dt.03.02.2020 to Dt.12.02.2020 upto 2.00 PM at Panchayata samiti Bhandaripokhari
2. Last date of receiving of the bid upto 3.00 PM on date 12.02.2020 at Panchayata samiti Bhandaripokhari.
3. The date of opening the tender is on Dt. 12.02.2020 at 4.00PM at the Office of Panchayata samiti Bhandaripokhari.
4. Bid document may be purchased from Office of the Panchayat Samiti, Bhandaripokhari against a non-refundable fee towards cost of the documents indicated in Column 7 in shape of cash or Demand Draft drawn in favour of the Block Development Officer, Bhandaripokhari, Dist-Bhadrak payable at Bhandaripokhari. It can also be available from District portal web site www.bhadrak.nic.in from Dt.03.02.2020 to Dt.12.02.2020 and the same may be deposited with the cost of documents indicated in column 07 above in shape of cash or Demand Draft drawn in favour of the Block Development Officer, Bhandaripokhari, Dist-Bhadrak payable at Bhandaripokhari at the Office of Panchayat Samiti Bhandaripokhari upto 2 PM. The Bid documents will be available in the website www.bhadrak.nic.in Dt.03.02.2020 to Dt.12.02.2020 upto 2.00 PM.
5. All corrigendum and Addendum will be published in the District portal only.
6. Other details can be seen in the bidding documents.

Block Development Officer,
Bhandandaripokhari

Memo No 311

Date 27.01.2020

Copy submitted to the P.D.D.R.D.A Bhadrak / A.D.M, Bhadrak / Sub-Collector Bhadrak / Dist.Welfare Officer , Bhadrak / Dist.Agriculture Officer , Bhadrak/ Dist.Sports Offic , Bhadrak /Addl P.D (Tech) D.R.D.A Bhadrak /All B.D.Os of Bhadrak District / All Executive Engineers Line Departments of Bhadrak District for kind information and with a request to display the Notice on their Notice Board.

Block Development Officer,
Bhandaripokhari

Memo 312

Date 27.01.2020

Copy to Editor "THE ODISHA BHASKAR"(Bhubaneswar Edition to publish this Tender call notice in one issue with minimum space to be published on or before Dt. 03.02.2020 for wide circulation of Tender call Notice . Payment will be made as per approved rate of P.R. Department Govt.of Odisha with 13% discount & Tax will be paid as applicable. Complimentary copy of news paper containing the tender call notice may please be sent to this office for record and reference and with a request to submit the necessary bill to this office for payment.

N.B :- Subject to condition the payment will be made limited to Rs. 4500/- (Rupees four thousand five hundred only)

Block Development Officer,
Bhandaripokhari

Memo No 313

Date 27.01.2020

Copy forwarded to the Dist. Informatics Officer, NIC, and Bhadrak for information with a request to upload the Tender Notice and Bid Documents in the District Portal web site on or before Dt. 03.02.2020.

Block Development Officer
Bhandaripokhari

Memo No 314

Date 27.01.2020

Copy to the Head Clerk cum Accountant / Cashier for information .The Cashier is instructed to sale the Tender Documents as per norms of the Tender with entry in a register.

Copy to Notice Board of Office of the Panchayat Samiti , Bhandaripokhari / Concerned Tender File for record and reference .

Block Development Officer,
Bhandaripokhari

Memo 315

Date 27.01.2020

Copy to Editor "THE SAMAJ" (Bhubaneswar Edition to publish this Tender call notice in one issue with minimum space to be published on or before Dt. 03.02.2020 for wide circulation of Tender call Notice . Payment will be made as per approved rate of P.R. Department Govt.of Odisha with 13% discount & Tax will be paid as applicable. Complimentary copy of news paper containing the tender call notice may please be sent to this office for record and reference and with a request to submit the necessary bill to this office for payment. N.B :- Subject to condition the payment will be made limited to Rs. 10000/- (Rupees ten thousand only)

Block Development Officer,
Bhandaripokhari

Memo 316

Date 27.01.2020

Copy to Editor "THE DHARITRY" (Bhubaneswar Edition to publish this Tender call notice in one issue with minimum space to be published on or before Dt. 03.02.2020 for wide circulation of Tender call Notice . Payment will be made as per approved rate of P.R. Department Govt.of Odisha with 13% discount & Tax will be paid as applicable. Complimentary copy of news paper containing the tender call notice may please be sent to this office for record and reference and with a request to submit the necessary bill to this office for payment.

N.B :- Subject to condition the payment will be made limited to Rs. 5000/- (Rupees five thousand only)

Block Development Officer,
Bhandaripokhari

Memo 317

Date 27.01.2020

Copy to Editor English news "THE ODISHA POST" (Bhubaneswar Edition to publish this Tender call notice in one issue with minimum space to be published on or before Dt. 03.02.2020 for wide circulation of Tender call Notice. Payment will be made as per approved rate of P.R. Department Govt.of Odisha with 13% discount & Tax will be paid as applicable. Complimentary copy of news paper containing the tender call notice may please be sent to this office for record and reference and with a request to submit the necessary bill to this office for payment.

N.B:- Subject to condition the payment will be made limited to Rs. 5000/- (Rupees five thousand only)

Block Development Officer,
Bhandaripokhari

**TENDER SCHEDULE(B.O.Q.) FOR " CONSTRUCTION OF KALYAN MANDAP " OF
MALADA G.P. UNDER BHANDARIPOKHARI BLOCK.DIST - BHADRAK.**

TENDER SCHEDULE

S.Ino	Items	unit	Quantity	Rate in Rs /P	Amount in Rs /P
1	Earthwork excavation in hard soil within 50 mtr initial lead & 1.5 mtr lift including bed dressing , levelling etc complete as per the direction of Engineer in charge.	1cum	171.00	₹ 176.80	₹ 30,233.00
2	Filling (F&P) with sand well water rammed etc complete as per direction of Engineer in charge.	1cum	152.30	₹ 454.50	₹ 69,220.00
3	P.C.C. (1:4:8) using 40 mm size h.g. Metal including cost of materials, conveyance , royty all labour etc complete as per the direction of engineer in charge	1cum	31.39	₹ 4,210.70	₹ 1,32,168.00
4	R.C.C. M20- grade using 20mm & down graded h.g. C.b. Chips as per direction of engineer in charge.				
(a)	Base footing	1cum	53.33	₹ 4,893.40	₹ 2,60,967.00
(b)	Column & beam	1cum	26.79	₹ 10,390.80	₹ 2,78,408.00
(c)	Grade beam	1cum	14.68	₹ 5,246.80	₹ 77,033.00
(d)	Lintel	1cum	3.10	₹ 8,366.80	₹ 25,970.00
(e)	Chajja& slab	1cum	34.00	₹ 8,927.00	₹ 3,03,518.00
(f)	Stair case	1cum	2.51	₹ 9,916.70	₹ 24,921.00
5	Cost of steel including all & carriage including labour for cutting, bending & binding including cost of binding wire etc. (As per direction of Engineer in charge)	1Qntl	130.16	₹ 5,592.90	₹ 7,27,981.00
6	Fly ash Brick masonry in C.M. (1:6) for (F&P) including cost, conveynce , labour all complete in (F&P) as per direction of Engineer in charge.	1cum	18.636	₹ 4,256.60	₹ 79,327.00
7	Fly ash Brick masonry in C.M. (1:6) for (F&P) including cost, conveynce , labour all complete in (s/s) as per direction of Engineer in charge.	1cum	44.61	₹ 4,289.60	₹ 1,91,350.00

9	Cost of marble display board with photograph in different stages (as per direction of engineer in charge)				₹	5,000.00
					₹	22,06,096.00
10	labour cess @ 1%				₹	22,061.00
					₹	22,28,157.00

(Rupees twenty nine lakhs seventeen thousand & fifty one) only.
Tender value (Excluding G.S.T. 12%)

B.D.O

A.E.E.

J.E.

Rate to be quoted % basis

Signature of Contractor

Bhandari Pokhari Block

Junior Engineer

[Signature]

Bhandari Pokhari Block

Asst. Executive Engineer

[Signature]

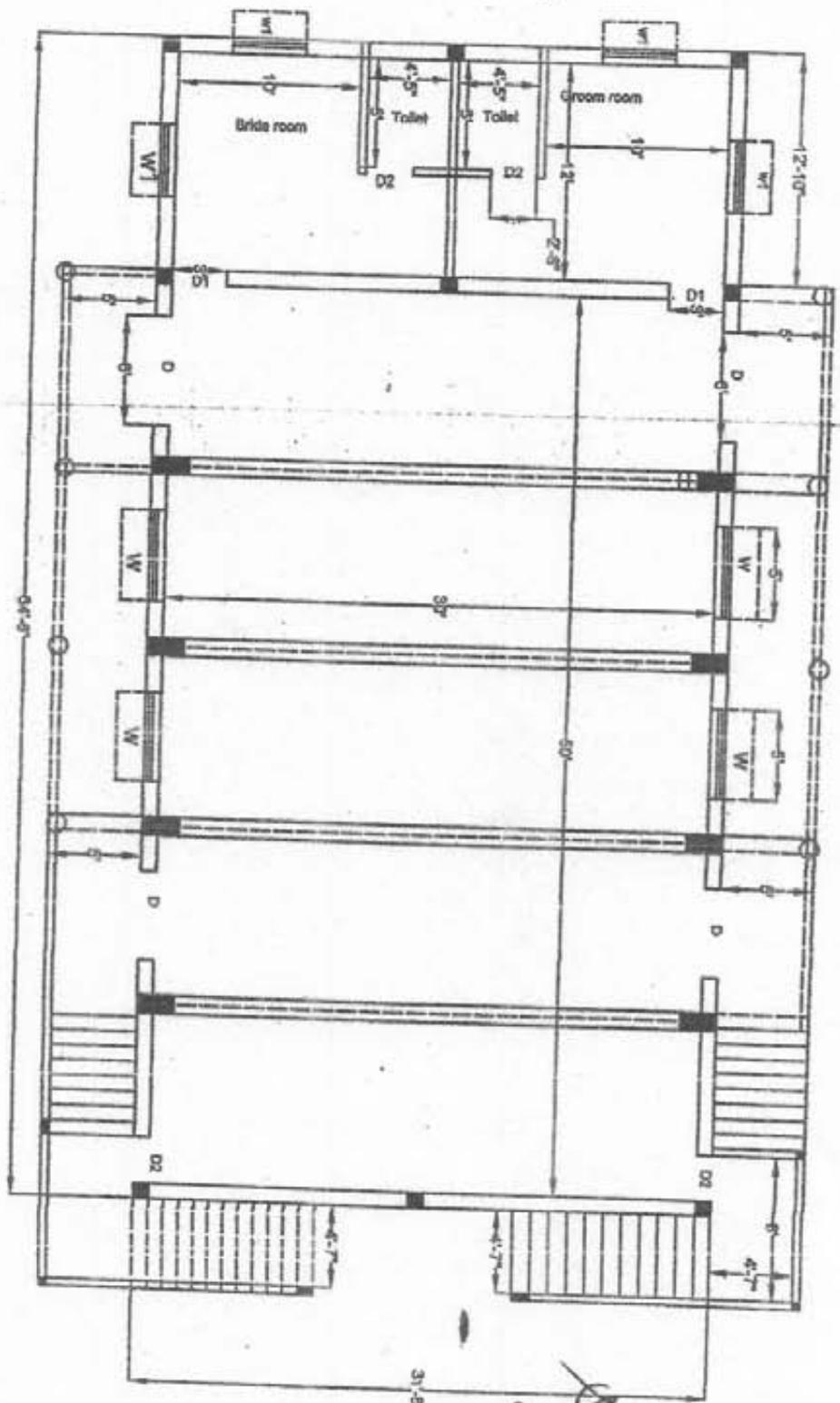
Block Development Officer

Bhandari Pokhari

[Signature]

Detail plan of kalyanmandap At - Malada G.P., Under Bhandari Pokhari Block

D = 6'.00 ft x 7.00 ft
D1 = 3.00 ft x 7.00 ft
D2 = 2.5 ft x 7.00 ft
W = 5.00 ft x 4.5 ft
W1 = 4.00 ft x 4.5 ft
Toilet 4 nos

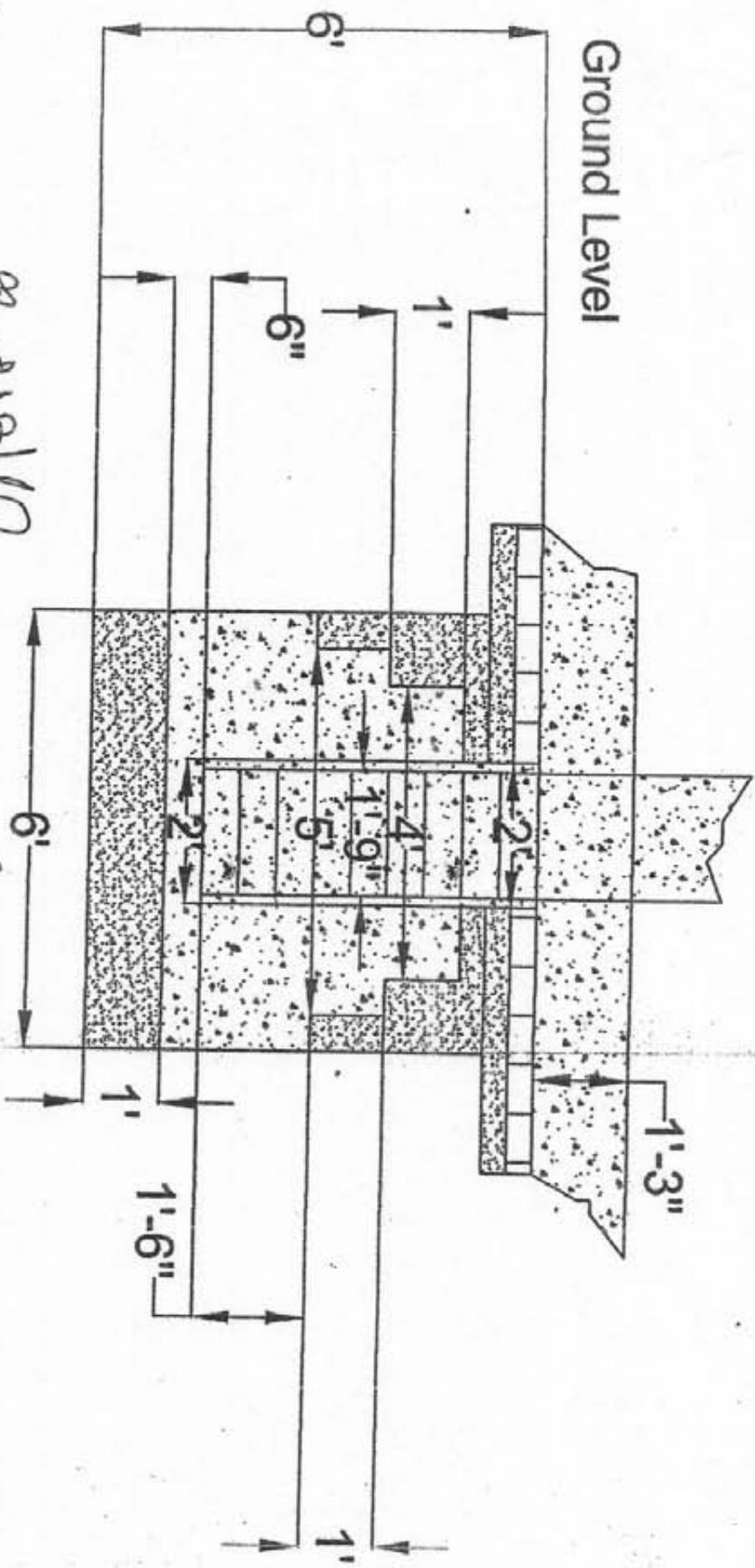


J.E.

A.E.E.

Handwritten notes:
= 94.83 x 40.10 ft
31'-5"

[Signature]



Ground Level

[Handwritten signature]

Block Developer: Officer
Bhandarpokhari

[Handwritten signature]

Asst. Executive Engineer
Bhandarpokhari Block

[Handwritten signature]

Junior Engineer
Bhandari Pokhari Block

[Handwritten signature]



Government of Odisha
OFFICE OF THE PANCHYAT SAMITI
Bhandaripokhari, BHADRAK

INSTRUCTIONS TO BIDDERS

1. The Tender is called for the work "**Construction of Kalyanmandap at Malada of Malada G.P**" of Bhandaripokhari Block by Block Development Officer for **Malada Grampanchayat**. The work will be executed by the **Grampanchayat** as executing Agency. Necessary Agreement will be executed by the Sarapanch of **Malada Grampanchayat** as per Govt. Norms after finalization of tender by the tender committee at Block level.
2. Bid document may be purchased from Office of the Panchayat Samiti, Bhandaripokhari against a non-refundable fee towards cost of the documents indicated in Column 7 in shape of cash or Demand Draft drawn in favour of the Block Development Officer, Bhandaripokhari, Dist-Bhadrak payable at Bhandaripokhari . It can also be available from District portal web site www.bhadrak.nic.in from **Dt.03.02.2020 to Dt.012.02.2020** and the same may be deposited with the cost of documents indicated in column 07 above in shape of cash or Demand Draft drawn in favour of the Block Development Officer, Bhandaripokhari, Dist-Bhadrak payable at Bhandaripokhari at the Office of Panchayat Samiti Bhandaripokhari upto **2 PM**.
3. The sale of Bid documents shall start from **Dt.03.02.2020 to Dt.12.02.2020** up to **2.00 P.M** during Office hours in the Office of Panchayat Samiti, Bhandaripokhari and same shall be received from **Dt.03.02.2020 to Dt.12.02.2020** up to **3.00 P.M** in office of Panchayata samiti Bhandaripokhari only.
4. Bid documents requested by post will be dispatched by registered/ speed post on payment of an extra amount of **Rs500/-**(Rupees Five hundred)only over the cost of documents. The B.D.O Bhandaripokhari will not be held responsible for the postal delivery in delay of the document or non receipt of the same.
- 5 Bids must be accompanied with security(E.M.D) specified for the work indicated in the table above in column no-6 , in shape of N.S.S / K.V.P / Post office savings Bank Account/Post Office Term Deposit Account / Deposit Receipt of any Nationalized Bank duly pledged in favour of the Block Development Officer, Bhandaripokhari payable at Bhandaripokhari .
6. The bid is to be submitted with E.M.D, Signed DTCN, attested copies of registration certificate, PAN card Valid GST Clearance Certificate and document required as per relevant clauses of the DTCN.

Contractor

B.D.O. Bhandaripokhari

7. The plan specification for the work and terms and conditions of the contractor and other necessary documents can be seen at the Office of the Block Development Officer, Bhandaripokhari during working hours and days till the last date of sale of bid document.

8. Bids can be delivered in the Tender box at Block Office Bhandaripokhari. The tenders delivered the tender documents along with relevant documents for the work in a sealed cover with caption the name of work over the envelop.

9. Additional Performance Security is mandatorily to be deposited by the Bidder i.e. estimated cost put to tender minus quoted amount in shape of Demand Draft / Term Deposit Receipt pledged to the B.D.O., Bhandaripokhari at the time of Agreement/within 7 days after opening of the tender whichever is earlier, if the quoted amount is less than that of the Estimated Cost.

10. The tender will be opened on dated **12.02.2020 at 4.00 P.M.** at Panchayat Samiti Office, Bhandaripokhari in presence of the bidders or their authorized representatives, B.D.O Bhandaripokhari, Asst. Executive Engineer Bhandaripokhari Block, A.E /J.E Bhandaripokhari Block. If the Office happens to be closed on the said date of opening, the bid will be opened on the next working day at the same time and venue.

10.The Engineer contractor and ST/SC Contractor will get their benefits as per Govt. norm.

11.The authority reserves the right to reject any or all the bids without assigning any reason thereof.

DETAILS OF THE DOCUMENTS TO BE FURNISHED FOR BIDDING

Details of documents to be furnished

- 1.2.1 The following documents to be submitted along with the Tender paper
 - 1.2.2 DD towards tender cost
 - 1.2.3 Duly pledged EMD
 - 1.2.4 GST clearance certificate'
 - 1.2.5 PAN Card
 - 1.2.6 Registration certificate
 - 1.2.7 Affidavit regarding correctness of information /certificate
 - 1.2.8 Affidavit regarding no relation certificate
 - 1.2.9 The Engineer contractors desirous of availing exemption of EMD should submit an affidavit as regards the fact of availing award of work without submission of EMD/ISD during the current financial year, otherwise their tenders will be liable for rejection.
2. Submitted documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post.

Contractor

B.D.O. Bhandaripokhari

3 The bidders have to produce the original DD towards cost of tender paper & EMD in approved form before office of the Block Development Officer, Bhandaripokhari before the date & time of opening of the technical bid as mentioned in the table above, failing which the bidder will be disqualified

4 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 Executive Engineer & above in the state Panchayati raj dept., or Assistant/Under Secretary & above in the Panchayati raj. Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

5. INSTRUCTIONS TO TENDERERS

5.1 Eligibility Criteria

The eligibility criteria for participation in this tender are given below. The tenderer(s) should go through these eligibility criteria before purchasing the tender documents. Tenderer(s) not fulfilling the eligibility criteria and submit the tender, can do so at their own risk, as the tender will summarily be rejected.

(1) The intending tenderer(s) should have not abandoned any work of similar nature nor should their contract have been rescinded during the last five years.

(2) The intending tenderer(s) should have the valid Registration Certificate as on date, of the required class as mentioned in Col-7 of the Table in NIT.

(3) The intending tenderer(s) should have up to date valid ITCC, VAT clearance Certificate, Labour License.

(4) The Engineer contractors desirous of availing exemption of EMD should submit an affidavit as regards the fact of availing award of work without submission of EMD/ISD during the current financial year, otherwise their tenders will be liable for rejection

(5) During scrutiny evaluation & comparison of the tenders the authority at his discretion may ask any tenderer for clarification on his tender document including breakdown of the unit rates. The request for clarification & the response shall be in writing. No additional documents in fresh which will affect the original status of the eligibility criteria of the tender at the time of receipt of tenders are acceptable.

The successful tenderer shall make his own arrangement for all materials T&P machineries required for satisfactory completion of work in time. unless otherwise specified in the conditions or contract.

By submitting a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site & locality of the work about the quality & availability of the required quantity of materials, medical & labour & food stuffs etc. & that the rates quoted by him in the tender will be adequate to complete the works according to the specifications & conditions attached there to & that he has taken into account all conditions & difficulties that may be encountered during its progress & to have quoted labour rates, & materials rates which shall include cost of materials with taxes, octroi & other duties, lead, lift loading & unloading, freight for materials & all other charges necessary for the completion of the work, to the entire satisfaction of the B.D.O, Bhandaripokhari & his authorized subordinates. After acceptance of the contract rates, Govt. will not pay any extra charges from any reasons in case the contractor is found later on to have misjudged the condition as regards availability of materials, labour or any other factors.

6. If an individual makes the application, the individual should sign above his full type written name and current addressed c'z

Contractor

B.D.O. Bhandaripokhari

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

8. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

9. If the application is made by a limited company or a corporation, it shall be signed by duly authorised 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.

10. 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.

11. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicants name should appear on each page of the application along with his

Signature or the signature of his authorized representative at the bottom of each page.

12. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing Percentage below/above the rates quoted is liable to be rejected.

That if on check there are differences between the rates given by contractor in words and figures or in the amounts worked out by him the following procedure shall be followed:-

(i) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.

(ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or words, then the rate quoted by the contractor in words shall be taken as correct.

(iii) When the rate quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.

(iv) 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.

(v) In case of percentage rate bid, the percentage should be quoted accurately in word and figure. If there is any discrepancy between word and figure, the rate quoted in words shall be taken as correct. If the bidder quoted the percentage without mentioning excess or less and not supported with corresponding amount will be treated as excess. The bidders shall write the percentage in excess or less up to one decimal point only. If the bidder writes the percentage up to two or more decimal point, the first decimal point shall only be considered without rounding off. The bills for percentage rate tendered shall be prepared at the prevailing estimating rates for individual item only and the percentage of excess or less shall be added or subtracted from the gross amount of the bill vide G.O. Works deptt. No.8310.dt.17.05.06(Annexure-iii)

13. 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 Odisha and other relevant specifications and drawings which are for sale. Complain in future date that plans and specifications have not been seen by the tenderers can not be entertained.

Contractor

B.D.O. Bhandaripokhari

14. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates 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.

15. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries have been misjudged can not be entertained.

16. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.

17. 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.

18. 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.

19. Additional performance Security: If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the officer inviting the bid may require the bidder to produce detailed price analysis for any or all items of the bill of quantities which are quoted 10% below the estimated rates to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the officer inviting the bid may require that the amount of the performance security set forth be increased at the expense of the successful bidder to a level sufficient to protect the Engineer-in-Charge against financial loss in the event of default of the successful bidder under the contract. If the Contractor fails to do these items of work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.

(i) In order to assess the amount of additional performance security, items for which the quoted price(s) is/are below 10% of the corresponding estimated costs shall be taken in to consideration. The amount shall be determined as follows Additional performance security to the extent of 1.5 times of the differential cost of the BID amount and 90% of the estimated cost., where the quoted rate is 10% less than the estimated cost & summation of amount at quoted price for these items).

(ii) If the quoted rate(s) of the price bid is/are found to be front loaded i.e. the items to be carried out in the beginning of the contract are quoted 25% higher than the estimated rates, the bid shall be evaluated as unbalanced bid and additional performance security of 10% shall be retained on the amount of those items.

(iii) The additional performance security as per clause 29 (i) & 29 (ii) shall be furnished by the bidder before execution of the agreement in the form of NSC/KVP/POTD pledged in favour of Engineer-in-Charge or in shape of Fixed Deposit Receipt at any scheduled bank which will be over and above the performance security.

20. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.

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

22. Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

23. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.

24. The earnest money will be retained and dealt with as per the terms and conditions of the O. P. W. D. code.

25. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor 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").

Contractor

B.D.O. Bhandaripokhari

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Deposit receipt of Schedule Bank/Kissan Vikash Patra /Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of Block Development officer, Bhandaripokhari 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 out side the State if any) and sign the agreement in the P.W.D. form No. F-2 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the Block Development officer, Bhandaripokhari as directed. The security deposit together with the earnest money and the amount withheld according to the provision of F-2 agreement shall be retained as security for the due fulfillment of this contract 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.

- 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.
 - a) Standard P.W.D. Form F2 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 One year 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.
- 26 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.
 - 27 The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
 - 28 Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
 - 29 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, DRDA, Bhadrak 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 DRDA, Bhadrak is final and binding on the contractor.
 - 30 The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.

Contractor

B.D.O. Bhandaripokhari

- d. Fees and duties levied by the municipal, canal or water supply authorities.
- e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
- f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
- g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
- h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
- 31 After the work is finalized, 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 clean, this should be inclusive of the rates.
- 32 No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
- 33 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 Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
- 34 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.
- 35 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 everyday 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 the tenders must be received in order and according to the instructions.
- 36 Tenderers are required to go through each clause of P.W.D. Form F-2 carefully in addition to the clause mentioned herein before tendering.
- 37 All reinforced cement concrete work should conform to Orissa Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.
- 38 Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
- 39 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.
- 40 Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer, DRDA, Bhadrak. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
- 41 Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
- 42 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.
- 43 The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
- 44 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.
- 45 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 watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.

Contractor

B.D.O. Bhandaripokhari

- 46 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.
- 47 All the materials which are to be supplied from Block. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After the issue from the Block. 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 metre in length will be returned by the contractor at the issuing stores without conveyance charges.
- 48 Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
- 49 TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (Including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment)
- 50 The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in both U/s and D /s.
- 51 The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
- 52 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
- 53 Measurement of earth work in road embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting will be economically utilised in filling.
- 54 The stack of road metal and gravel will be measured in boxes of 1.5m x 1.5 M x 0.5M which will be taken as $1.5m \times 1.5M \times 0.44M = 1 \text{ Cum}$. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
- 55 The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
- 56 In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
- 57 The tenderer should furnished along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.
- 58 Sinking of wells shall be measured from bottom of well cap up to bottom of cutting edge or 15 cm. above low water level whichever is less.
- 59 All method of sinking including pneumatic sinking by employment of drivers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and desilting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate of sinking.
- 60 The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
- 61 When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.

Contractor

B.D.O. Bhandaripokhari

- 62 Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
- 63 For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the department.
- 64 No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
- 65 No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
- 66 Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load.
- 67 Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
- 68 Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
- 69 a) 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.
- b) Concrete test specimens 150mm x 150mm x 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 Executive Engineer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
- 70 The thickness of cement concrete in top plugging should be as per Departmental drawing. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
- 71 Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
- 72 If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H for Roads and Bridges.
1. No claim for carriage of water what-so-ever will be entertained.
 2. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Executive 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.

Contractor

B.D.O. Bhandaripokhari

3. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B.
- 73 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.
- 74 Odisha 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.
- 75 Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in -Charge of the work and his 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.
- 76 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.
- 77 Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is Rs. fifty thousand and above.
- 78 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 utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
- 79 Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
- 80 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.
- 81 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.
- 82 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.

Contractor

B.D.O. Bhandaripokhari

- 83 Any defects, shrinkage or other faults which may be noticed within 6 (Six) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for 6 (Six) months from the date of successful completion of the work.
- 84 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.
- 85 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.
- 86 Tilts and shifts
i) Maximum permissible shift is 150mm.
ii) Maximum permissible tilt is 1 : 80.
87. Payment for variation in price - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986, No-14379 dt. 22.6.91 & No-22874 dtd. 24.10.92)

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

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

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

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

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

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

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

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

Contractor

B.D.O. Bhandaripokhari

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

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

$$VI = 0.75 \times \frac{PL \times R}{100} \times \frac{(i - i_0)}{i_0}$$

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

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

i_0 = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

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

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

c) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2 R (D_2 - D_1)}{100} \times \frac{1}{D_1}$$

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

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

D_1 = Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D_2 = Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K_2 = Percentage of P. O. L. component as per sub-clause.

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

Contractor

B.D.O. Bhandaripokhari

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

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

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

"In term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variations is admissible, provided that the work has been carried out by the contractor within the stipulated time or extension there-of as are not attributable to the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only the balance portion of work executed beyond one year."

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

88. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

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

Contractor

B.D.O. Bhandaripokhari

90 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 Block. 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 Block and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-charge every month.

- a. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
- b. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
- c. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the F-2 Contract.
- d. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Building code and MORT&H specifications with latest revision / amendment are also binding on the part of the contractor.
- e. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
- f. 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.
- g. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
- h. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L and Royalties. Arrangement of borrow areas, land, approach road to the bridge site etc. are the responsibility of the contractor.
- i. 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.
- j. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
- k. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper Block. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work are liable to be summararily rejected. The claim book is the property of the Block. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department which ever is earlier for record.

Contractor

B.D.O. Bhandaripokhari

- l. 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.
- m. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / M o R T & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
- Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.
- After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
91. Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.
- An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.
- All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.
- The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer -in-charge when any plant or machinery goes out of order requiring major repairs.
- The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work.
- The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.
- The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.
- The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.
- The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

Contractor

B.D.O. Bhandaripokhari

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

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

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

This agreement made the _____ Two Thousand _____

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

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

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

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

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

Contractor

B.D.O. Bhandaripokhari

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

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

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

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

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

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

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

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

Contractor

B.D.O. Bhandaripokhari

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

THE SCHEDULE

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

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

Signed by:

1. _____ 2. _____
Signed sealed and delivered in the presence of
1. _____ 2. _____

92. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
93. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
 (a) Making a false statement or declaration.
 (b) Past record of poor performance.
 (c) Past record of abandoning the work half way/ recession of contract.
 (d) Past record of in-ordinate delay in completion of the work.
 (e) Past history of litigation.
94. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
95. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

Contractor

B.D.O. Bhandaripokhari

96 Amendment to Para-3.4.16 (a) (vii) of OPWD Code, Vol-I by substitution
97 Note- (vii) :- For the purpose of estimate, the approved quarry read is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

98 Amendment to Appendix-IX, Clause-36 of OPWD Code, Vol-II by inclusion
Clause No- 36- 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.

99 ADDENDUM TO THE CONDITION OF F2 CONTRACT

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

- 2.1. Progress of work and Re-scheduling programme.
- 2.1.1. The Executive Engineer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to Clause no. 2.1.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.

Contractor

B.D.O. Bhandaripokhari

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force 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 Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
- 2.3. Compensation for Delay.
- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.
- This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.
- Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

Contractor

B.D.O. Bhandaripokhari

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. Bonus for early completion

2.4.1 In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value/Agreement cost which ever is less per month shall be payable to the contractor, subject to a maximum limit of 2% (two percent). The amount of bonus, if payable shall be paid along with final bill after completion of work. Original work / improvement work minimum value Rs. 3.00 Crore.

2.5. Management Meetings.

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

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

Clause-2 (b) of Item Rate F2 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):-

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

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

a. Required E.M.D as per the clause No. 08.

b. Copy of valid Registration Certificate, Valid VAT clearance certificate, PAN card along with the tender documents and furnish the Original Registration certificate, VAT clearance certificate and Pan card, for verification within three days of opening of the tender before Executive Engineer, Rairangpur (R&B) Division.

c. Information regarding (i) Evidence of ownership of principal machineries / equipments in Schedule-C as per Annexure-I of Schedule-C
(ii) Annexure-III of Schedule-C
(iii) Annexure-IV of Schedule-C if required
as per Clause No.12.

d) 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 13.

101 .Clauses for site engineer and road furniture etc.in DTCN/Agreement

In WorksDeptt. Letter No:-10407, Dt:-25.06.2004, the agencies executing major work should possess ful-fledged field laboratory for testing of quality of work. Under the same clause the following provision are made as per work department No.12351/Wdated.23/07/2004

(1) An engineering personal of executing agency should be present at the work site at the time of visit of high level inspecting officer in the rank of executive engineer and above.

(2) After completion of the building in all respect should be affixed by executing agency indicating location.

(3) Cess at rate of 1 %(one percentage) will be deducted from the gross amount of each running bill of this works towards welfare of labor as per prevailing guideline of government.

Total:- 101 (One hundred one) clauses only.

Contractor

B.D.O. Bhandaripokhari

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* related/not related(*) to any officer of the rank of Assistant Executive Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the P.R 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:-

Contractor

B.D.O. Bhandaripokhari

SCHEDULE-B

**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.

1	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt / Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer .

Date :-

Contractor

B.D.O. Bhandaripokhari

ANNEXURE – I OF SCHEDULE-C

**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)**

Sl. No.	List of plants and equipments	Requirement	Marks
01.	Truck	1 no	
02	Water Tanker	1 no	
03	Concrete mixer	1 no	
04	Centering plates	100 nos	

NOTE :

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

ANNEXURE – II OF SCHEDULE-C

CAPACITY OF PLANTS AND EQUIPMENTS

1. a) Tractor The tractor should have a minimum capacity of 22 to 50 H.P.
b) Water Tanker The water tanker should be a truck mounted one or as a trailing unit having minimum capacity of 5000 liters.
c) Smooth wheeled Roller Weight from 8 tonnes to 10 tonnes
Unballasted : 8 tonnes Approx.
Water Ballasted : 9 tonnes approx.
Sand Ballasted : 10 tonnes Approx.
2. a) Compressor Having capacity of 450 CFM
b) Water Pump Having capacity of 5H.P. to 27 H.P.
c) Jack Hammer Having capacity of 2 tonnes.
d) Winch with grab Winch having capacity of 5 tonne and grab having 1 tonne capacity.
3. a) Concrete Mixer Batch type Concrete Mixer as per IS-1791 / 1985 for capacity of 15 Cum / hour (Tilting drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable prime mover.
b) Welding generator Having Capacity of 8-15 KW. Immersion type with vibrating Needle of 40 mm/ 50mm / 60mm & 4 meter length.
4. a) Diesel Generator Having capacity of 32 K.W.
b) Truck Having capacity of 12 tonnes.
c) Jeep Diesel jeep having capacity of 16 H.P. with trailer.

Contractor

B.D.O. Bhandaripokhari

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

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

Certified that,

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

Signature

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

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

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

Signature

Contractor

B.D.O. Bhandaripokhari

SCHEDULE "C"

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

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

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts.

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

Signature

Contractor

B.D.O. Bhandaripokhari

SCHEDULE-D1

I/We do hereby certify that the following works have been executed by me/us in the past
WORKING EXPERIENCE

D-1. LIST OF WORKS EXECUTED DURING 2004-05 TO 2007-08

NO.	Particulars of works already executed	Approximate amount of each work	Name of the Deptt. under which the work executed	Period of commencement and period of completion	Whether the work were completed in stipulated perion	Remarks
	2	3	4	5	6	7

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

Signature of tenderers

Contractor

B.D.O. Bhandaripokhari

SCHEDULE-D2

WORKING EXPERIENCE

D-2. CERTIFICATE OF LIST OF WORK IN HAND

Sl. NO	Particulars of works now in hand	amount of each work	Period in which the work is stipulated to be completed (in months)	Approximate value of work done against each work on the date of submission of Tender	Department under which the work is being taken up	
1	2	3	4	5	6	7

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

Signature of tenderers

Date:-

CERTIFICATE OF TOOLS AND PLANTS

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 libel for rejection

Signature of tender

Date:-

Contractor

B.D.O. Bhandaripokhari

SCHEDULE-"E"

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

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | b) | If yes: give details: | |
| 2. | a) | Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. | Yes / No |
| 3. | a) | Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No |
| | b) | If yes give details: | |

Note:

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

Signature

Date:-

Contractor

B.D.O. Bhandaripokhari

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 our firm M/s _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
- 3.The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
- 4.The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

Date:

Contractor

B.D.O. Bhandaripokhari

Sold for the work :- Construction of Kalyan Mandap at Malad of Malada G.P , Block-Bhandaripokhari, Dist-Bhadrak

On payment of Rs. 6000.00 (Rupees six thousand) only

Vide money receipt no. _____ date. _____

No. of item put to tender- 10

For official use only

01. E M D. Furnished

in shape of	(1)N.S.C for	Rs. _____	Pledged/Not Pledged
	1)Postal time		
	Deposit account	Rs. _____	Pledged/Not Pledged
	(1)K.V.P	Rs. _____	
	(1)Postal saving		
	Pass book A/C	Rs. _____	
	TOTAL	Rs. _____	

(Rupees)

01. Valid Registration certificate:-	copy furnished/Not furnished
02. PAN Card :-	copy Furnished/Not furnished
03. Valid VAT clearance certificate :-	copy Furnished/Not furnished.
04. Labour license :-	copy Furnished/Not furnished
05. List of work in hand :-	copy Furnished/Not furnished
06. Relationship certificate :-	copy Furnished/Not furnished
07. Nos. of Tender paper:-	_____

No. of corrections:-

No of overwriting:-

No. of interpolation:-

Contractor

B.D.O. Bhandaripokhari

Name of the work :- Construction of Kalyan Mandap at Malad of Malada G.P , Block-Bhandaripokhari,
Dist-Bhadrak

TOTAL 10 (TEN) ITEMS ONLY .

My / our quoted rate is ----- % (both in figures and words)

Excess over / less than / equal to the above estimated cost .

Approved for 10 (ten items only

Signature of Contractor /Tenderer

BLOCK DEVELOPMENT OFFICER

BHANDARIPOKHARI BLOCK .

Sold to Sri -----S/O -----

At ----- P.O -----

Dist.----- Pin ----- Class of Contractor -----

On payment of Rs ----- (Rupees) only towards cost of Tender

paper vide money receipt No ----- date -----.

Cashier
Bhandaripokhari Block

A.E.E
Bhandaripokhari Block

Block Development Officer
Bhandaripokhari