



GOVERNMENT OF ODISHA
DEPARTMENT OF PANCHAYATRAJ & DRINKING WATER
BID DOCUMENT

FOR THE WORK

CONSTRUCTION OF ADDITIONAL CLASS ROOM BUILDING OF
KHANABADI U.G.M.E SCHOOL, ANDHEIPALI G.P.
ODISHA FOR THE YEAR 2024-25

Bid Identification No. PSB-05/2025-26
Bhadrak Panachayat Samiti, Bhadrak


Block Development Officer,
Bhadrak Panchayat Samiti, Bhadrak.

Office of the Panchayat Samiti, Bhadrak.,
DETAILED TENDER CALL NOTICE
FOR P-I CONTRACT

1. Sealed percentage rate bids are invited in single cover system from "D" / "C" class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work " **Construction of Additional Class Room Building Of Khanabadi U.G.M.E. School Andheipali G.P at -Bhadrak Block, Dist-Bhadrak** " at an estimated cost of **Rs.1292915/- (Rupees Twelve Lakhs Ninty Two Thousand Nine Hundred Fifteen)** only.
2. The sale and receipt of the Bid document shall start from **31.05.2025 at 08.00 AM** and will be closed on **09.06.2025 at 1.00 PM**. Bids will be sold and received in the offices of the Block Development Officer, Panchayat Samiti, Bhadrak. Bids will be received in all the offices where tender documents for **Bid Identification No.PSB-05/2025-26 (As mentioned in table under column 4 of Tender Notice)**. Bids must be delivered in the tender box having **Identification No.PSB-05/2025-26** of Block Development Officer, Panchayat Samiti, Bhadrak.
3. The tender will be opened by the Block Development Officer, Panchayat Samiti, Bhadrak in the office of the Block Development Officer, Panchayat Samiti, Bhadrak at **11.00 AM on 10.06.2025** in the presence of the bidders or their authorised representatives who wish to attend.
4. The Bid document can be purchased from all the offices as mentioned under Para-2 against a non-refundable fee (as mentioned in table under column 6 of Tender Notice) towards cost of bid documents in the form of Cash/Demand Draft issue from any Scheduled Bank in favour of Block Development Officer, Panchayat Samiti, Bhadrak payable at Bhadrak
5. Bidding documents requested by mail will be despatched by registered/speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of documents. The Department will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
6. If the tender documents sent through registered / speed post do not reach in the concerned office by the above date and time, the offer will not be considered on any account even if the tender documents were despatched by the tenderer before the due date.
7. The bid must be accompanied with earnest money of amount @ 1% (One percent) of the estimated cost put to tender of Rs. **6000.00** /- rounded to nearest hundred rupees i.e. Rs. /-(Rupees Six thousand) only along with tender in the form of Fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Block Development Officer, Panchayat Samiti, Bhadrak and payable at Bhadrak as per the terms and conditions laid down in OGFR and in no other form. Bidders desirous to hire machineries or equipments from out side the State are required to furnish **2% (Two percent)** of the amount put to tender in form of above shape and as per the above terms and conditions. Tenders not accompanied with EMD as specified above shall be liable for rejection.
8. The tender is to be submitted in single cover containing EMD, signed DTCN with price bid, true copies of registration certificate, PAN card, GST certificate, certificates duly filled-in and documents required as per the relevant clauses of this DTCN and special conditions if any.
In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution.
The tenderers are not required to write their name on the outer cover containing the bid documents. They are only required to write the name or serial number of the work and authority who had issued the tenders. The tender submitted in the wrong box shall not be taken into consideration.
9. a) The tender should be accompanied with the true copies of the valid Registration certificate, valid GST clearance certificate and PAN card which are mandatory and the original certificates are to be produced within 3 (three) days of opening of the tender before Block Development Officer, Panchayat Samiti, Bhadrak for verification otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
b) Engineer Contractor desirous to avail exemption of E.M.D. is required to submit in the affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year, failing which the tender will be rejected.
c) The ST/SC contractors willing to avail the facilities as fixed by Government will submit the affidavit for the same along with tender document. Other wise they will not be entitled to avail the facilities.
10. The work is to be completed in all respects within **...06...(Six ...)** calendar months. Tenderers whose tender is accepted must submit a work programme at the time of execution of Agreement.

Contractor

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Block Development Officer,
Panchayat Samiti, Bhadrak

- Tender documents consisting of required plans, specification, the schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in o/o Block Development Officer, Panchayat Samiti, Bhadrak to their related works and the office of the undersigned during office hours i.e. from 8.00AM to 01.00 PM every day except on Sundays and public holidays. Interested tenderers may obtain further information at the same address.
3. Tender must be accompanied by the Earnest money specified for the work in the table at Column 4 pledged in favour of the Block Development Officer. Panchayat Samiti, Bhadrak, E.M.D. will have to be in forms as specified in the Detailed Tender Call Notice Clause -10 attached with the tender. Tenderers desirous to hire machineries or equipments from outside the state are required to furnish 2% of the amount put to tender as security.
 4. The sale and receipt of the tender documents shall start from 31.05.2025 and will be closed on 09.06.2025 at 1 P.M. Tenders shall be received in all offices where the tenders have been notified to be sold.
 5. The tenders will be opened on 10.06.2025 at 11.00 A.M. in the office of the undersigned in the presence of the tenderers or their authorized agents who wish to attend. If the office happens to be closed on the last date sale, receipt and date of opening as specified, the tenders shall be sale, received and opened on the next working day at the same time and venue respectively.
 6. Tender papers can be purchased from all the office mentioned against the work as per table under Col. - 4 as well as the office of the undersigned against a non - refundable fee towards cost of documents as indicated in the form of cash or demand draft issued from any scheduled bank payable at Bhadrak in favour of Block development Officer, Panchayat Samiti, Bhadrak, Bhadrak or may be deposited in shape of Bank Draft prepared on or before the last date of receipt along with the tender.
 7. Tender papers requested by mail will be despatched by **registered / speed post on payment of an extra amount of Rs.500.00** over the cost of Tender documents. The Block Development Officer, Panchayat Samiti Bhadrak will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
 8. The tender (Sealed Cover) must be delivered in the tender box marked "Bid Identification No.PSD-01/2017-18" of Block Development Officer. Panchayat Samiti, Bhadrak," failing which the tender will be rejected.
 9. The tenderers shall have to furnish fresh affidavits in support of authenticity of their credentials including E.M.D along with attested/ genuineness from competent authority copies of valid & up to date GST TIN, PAN & contractor registration certificate failing which their tenders will be rejected. The authority reserves right to verify the authenticity of documents in case of any doubt or complain.
 10. If the rate quoted by the any tenderer is less than 15.0% of beyond less that 15.0% of the estimated rate then such a bid shall be rejected and tender shall be finalized basing on merits of rest bid. But more than one bid is quoted at 14.99% (decimal up to 2 nos will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, Further, the excess quoted rate by the bidder will not be consider as the said project was fixed budgetary provision by the department.
 11. A)As per work Deptt Memorandur NO 5288/w dated04.05.2016(A) Amendment to para -3.5.5(v) of NOTE-II OF OPWD code,vol-1 by modification 'Additional performanace security shall be obtain from the bidder when the bid amount is less than the estimated cost put to tender . in such an event, only the successful the bidders who have quoted less bid price/rate than the estimated cost put to tender shall have to furnish the extra amount of differential cost i.e. estimate cost put to tender minus the quoted amount as Addition performance security in shape of post office Savings Bank Account/ National Savings certificate/ post office time depositAccount /Kisan vikash patra/ Deposit Receipt of Scheduled Bank duly pledged in favour of the Block development Officer, Panchayat Samiti, Bhadrak within seven days, other wise the bid shall be cancelled and the security deposit sall be forfeited .Further , proceeding for blacklisting shall be initiated against bidder, EMD etc and should be drooped in specified boxes available in the office of the Block Development Officer,Panchayat Samiti Bhadrak.
 12. A bidder can submit only one tender paper for a particular work. Submission of more than one tender paper for a particular work will make liable for rejection of all such tender papers.
 13. The bidder shall furnish an affidavit in support of authenticity of documents, relaxation of EMD in case of Engineer Contractor to the effect that he/she has not yet availed the facility for more than two works during the current financial year along with the bid. The name of work for which and the authority to which the tenders have been submitted must be mentioned in the affidavit, failing which the tender will be non-responsive.
 14. The bidder shall have to furnish the photo copies the valid contractor registration certificate, valid GST Registration and PAN card along with the tender failing which the tender will be rejected.
 15. The Schedule Caste/ Schedule Tribe Contractors desirous to avail the facility of 10.0% price preference as per works Department Resolution No.27748 Dated 11.10.1977 should enclose the copy of their registration certificate stating the fact of caste by their registration authority and he/she also submit the affidavit to avail the facilities as fixed by Government along the with tender document, failing which he/she will not get price preference.
 16. Tenderer purchasing tender paper for the second time for the same work shall have to pay the full cost of the tender paper failing which the tender will be rejected.
 17. The single tender receive in the first call shall be cancelled without opening the bid . The acceptance of the single tender received even after retendering should have prior approval of next higher authority video.P.W.D. Para3.5.18 of office memorandum no 16/w dated 01.01.2015.
 17. Other details and condition can be seen in **BID DOCUMENTS**.
 18. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.
 19. No Tender paper shall be received through Drop Box or Courier Services & tender paper received through Drop box or Courier Services Shall be liable for rejection.

Block Development Officer,
Bhadrak Block.

Contractor

Block Development Officer,
Panchayat Samiti, Bhadrak

11. All tenders received will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
12.
 - (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipments in Schedule-C as per Annexure-I.
 - (ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site of the tendered work in Annexure-IV of Schedule-C.
 - (iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged or produce certificate from the Block Development officer as per Annexure – III of Schedule-C under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of Government of Odisha under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
 - (iv) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the State, he/she is required to furnish additional 1% EMD /Bid Security. The entire bid security including the additional performance security shall stand forfeited in case the contractor fails to mobilize the machineries within 30 days from the date of execution of Agreement.
 - (v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **06 (Six) months** from the last date of receipt of Bid documents.
13. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An affidavit to this effect is to be furnished in Schedule-F. Non furnishing of the information in Schedule - E and required affidavit in Schedule – F, the bid document will be summararily rejected.
14. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state Water Resources Department or Assistant/Under Secretary & above in the Water Resources 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
15. (i) Each tenderer is to submit along with tender a note regarding his experience on construction of Road/Bridge Works/Drainage works.
 - a) Name of the **Road/ Bridge/ Embankment/ Canal/Drain:-**
 - b) Estimated Cost:-
 - c) Total Length:-
 - d) **Major Item of works/Type of Bridge:-**
 - e) Quantity of items i) as per Agreement:-
 ii) as per execution:-
 - f) Date of Commencement:
 - g) Stipulated date of Completion:-
 - h) Actual date of completion:-
 - i) Other details if any. :-
 - ii) The prospective applicant in its name should furnish list of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2.
16. If an individual makes the application, the individual should sign above his full type written name and current address.
17. 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.
18. 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.
19. 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.
20. 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.
21. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be

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- submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorised representative at the bottom of each page.
22. Submission of more than one tender by a bidder for a particular tender will liable for rejection of all such tender papers.
23. *In the case of Percentage Rate Tenders, only Percentage quoted shall be considered. Percentage quoted by the Contractor shall be accurately filled in figures and words, so that there is no discrepancy. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to two decimal point only. If, he/she writes the percentage excess or less up to two or more decimal point, the first two decimal point shall only be considered without rounding off.*
- Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.*
- That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed:-*
- (i) *If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.*
- (ii) *If any discrepancy is found in the percentage quoted in percentage excess/ less and total rate quoted by the Contractor, then percentage will be taken as correct.*
- (iii) *The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.*
24. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
25. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained.
26. 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 rate 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.
27. Every tenderer is expected before quoting his rate 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.
28. 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.
- 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.

29. Additional performance Security:

The affidavit in support of APS will be submitted by the successful bidder for the cost of less quoted in percentage of the amount put to tender before the signing of the agreement of the contract (Vide works department letter no.16659/W dated 20.09.2022 by Govt. Of Odisha, works department). As per works Deptt. Memorandum NO 6559 dated- 05.06.2021 of work deptt.og Govt.Of Odisha modification to APS will be followed to detail below-

SL NO	Range of different between the estimated cost put to tender and bid amount	Additional performance security to be deposited bt the successful bidder
1	Below 5%	No Additional performance security 50%
2	From 5% and above 10%	50% of (Different between estimated cost put to tender and bid amount)
3	From 10% and above	150% of (Different between estimated cost put to tender and amount)

N.B:- Submission of more than one tender paper by a bidder for a single work will be liable for rejection of all such tender papers.

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.

30. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding

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1. 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.
32. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
33. Schedule of quantities are accompanied in DTCN. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
34. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.
35. The earnest money will be retained and dealt with as per the terms and conditions of the O. P. W. D. code.
36. 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").
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 Fixed deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Block Development Officer, Panchayat Samiti, Bhadrak 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 (now renamed as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the Block Development Officer, Panchayat Samiti, Bhadrak as directed. The security deposit together with the earnest money and the amount withheld according to the provision of F-2 (now renamed as P-1) agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.
 - a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
 - b) Standard P.W.D. Form F2 (now renamed as P-1) with latest amendments. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (**earnest money**). No **contract** (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **Twelve months** of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department in their U.O.R. No 848 dt.21.05.97 J.O.R.No.202 W.F.D. dt.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.
37. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
38. 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.
39. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dt. 26.02.55 and No.IIM- 56/628842(5) Dt.27.09.61 as amended from time to time.
40. 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 Block Development Officer 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

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Block Development Officer,
Panchayat Samiti, Bhadrak

Executive Engineer is final and binding on the contractor.

41. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- 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.
 - Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - Fees and duties levied by the municipal, canal or water supply authorities.
 - Suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - 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.
 - Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
 - The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
42. After the work is finalised, 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 rate.
43. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The **percentage rate** to be quoted should be inclusive of carriage of all materials and incidental item of works.
44. 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.
45. 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 dt.25.11.57.
46. 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 Sub-Divisional Offices mentioned in the Table in Col. No.4 to their related works 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.
47. Tenderers are required to go through each clause of P.W.D. Form F-2 (now renamed as P1) carefully in addition to the clause mentioned herein before tendering.
48. 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 pre-stressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.
49. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
50. 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.
51. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator and pumps etc, for this purpose at his own cost.
52. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
53. 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.
54. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
55. Deleted.
56. Deleted.
57. Deleted.
58. Deleted.
59. 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.
60. 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

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(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. No cost will be paid towards over lapping and wastage.

61. 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.
62. 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.
63. 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.
64. 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.
65. The stack of road metal and gravel will be measured in boxes of 1.5m x1.5 M x0.5M which will be taken as 1.5m x1.5M x 0.44M = 1 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.
66. Deleted.
67. Deleted.
68. The tenderer should furnish along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.
69. 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.
70. 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.
71. 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.
72. 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.
73. 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.
74. For concreting the bottom plugs of well under the method of providing concrete should be either with tremor 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.
75. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
76. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
77. 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.
78. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
79. 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.
80. 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 Engineer or Sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
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 Quality Control and Research Laboratory at Cuttack. 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.

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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.

83. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
84. 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.
85. No claim for carriage of water what-so-ever will be entertained.
86. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
87. **DELETED.**
88. 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.
89. Orissa 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 dt,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.
90. 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 sub-ordinates. 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.
91. 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.
92. Prevailing rate of VAT & Labour cess on the gross amount of the bill will be deducted from the contractor's bill. Empty cement gunny bags should be returned to the Department in good conditions failing which recovery will be made from contractor @ Rs.3.50 per bag.
93. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
94. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
95. 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.
96. **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.
97. **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.
98. Any defects, shrinkage or other faults which may be noticed within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for 12 (twelve) months from the date of successful completion of the work.

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- contractor the cost of making good the works. The contractor is also required to maintain the road for 12 (twelve) months from the date of successful completion of the work.
99. 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.
 100. **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.
 101. **Tilts and shifts** i) Maximum permissible shift is 150mm.
ii) Maximum permissible tilt is 1: 80.
 102. **DELETED.**
 103. 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 cost will be paid to the contractor for the above rental charges etc. His rate in the tender 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.
 104. 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 rate quoted by the contractor should be inclusive of all such charges.
 105. 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 Departmental 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 P.W.D. 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.
 106. 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 rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
 107. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
 108. 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(now renamed as P-1) Contract.
 109. 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, Bridge code and MORT&H specifications with latest revision / amendment are also binding on the part of the contractor.
 110. 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.
 111. 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.
 112. 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.
 113. The rate 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.
 114. The 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 rate will be inclusive of this.
 115. 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.
 116. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined

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and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the P.W.D. 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.

117. 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.
118. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MoRT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time. 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 furnitures should be affixed by the executing agency indicating locations like school, hospital, No-horn etc
119. Deleted.
120. 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.
121. 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.
122. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
123. 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.
124. ADDENDUM TO THE CONDITION OF F2 (NOW RENAMED AS P-1) CONTRACT
- Clause-2(a) of F2(now renamed as P-1) 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. The Contractor is required to maintain a certain rate of progress specified in the Contract. The Contract will be terminated with penalty when the progress of work is not as per the conditions of contract.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the over due Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The

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

2.4. Management Meetings.

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

2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those

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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 Agreement: - Rescission of

Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Odisha):-

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

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

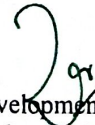
- a. Required E.M.D as per the clause No. 7 and Additional performance security as per clause No.29.
- b. Copy of valid Registration Certificate, GST certificate, PAN card along with the tender documents and furnish the Original Registration certificate, GST certificate and Pan card, for verification within 3 (three) days of opening of the tender before Block Development Officer, Bhadrak, Orissa, as per Clause No.9 a.
- c) Document as required for Engineering contractor & S.C./S.T. contractor in Clause No.9 b & 9 c .
- d) 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

(Above information is required if requirement of machineries are given in Annexure-I of Schedule-C)

Total: - 125 (One hundred twenty five) clauses only.


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SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

I/We hereby certify that I/We* am/are* **related/not related**(*) to any officer of Panchayatiraj & Drinking water Department of the rank of Assistant Engineer & above and any officer of the rank of Assistant/Under Secretary and above of the Water Resources Department Govt. of Orissa I/We * am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) – Strike out which is not applicable

Signature of the Tenderer

Date :-

SCHEDULE-B

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER/DIPLOMA HOLDERS**

(for Super class / Special class / A class contractors only)

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

Sl. No	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated/retired/ dismissed or removed personnel from state Govt./Central Govt./Public Sector Undertaking/private Companies and 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 :-

ANNEXURE – I OF SCHEDULE-C

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

Sl.No.	List of plants and equipments	Requirement	Marks
01.			
02.			
03.			

Total

NOTE:

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

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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 litres.
- 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 5 H.P. to 27 H.P.
- c) Jack Hammer Having capacity of 2 tonnes.
- d) Which 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 (Tilt drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable primer 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.

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

Certified that,

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

EXECUTIVE ENGINEER

**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	Name of the place where equipments and machineries deployed	Time schedule for movement of equipment/machineries to work site for use in tendered work.

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				deployed		

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

Signature of the contractor.

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ANNEXURE-IV OF SCHEDULE "C"

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

- A. Construction Equipments
B. Vehicle Truck etc.

Reference Annexure I for list of essential equipments for contracts

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

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

Signature

SCHEDULE-D1

WORKING EXPERIENCE

D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/completion if any
1	2	3	4	5	6	7	8

Signature

SCHEDULE-D2

WORKING EXPERIENCE

D-2. LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS

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

Signature

Contractor

Block Development Officer,
18 Panchayat Samiti, Bhadrak

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

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

Note:

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

Signature

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

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

Date:

Contractor

Block Development Officer,
Panchayat Samiti, Bhadrak

TENDER SCHEDULE

ESTIMATE FOR CONSTRUCTION OF ADDITIONAL CLASS ROOM BUILDING OF KHANABADI U.G.M.E. SCHOOL, ANDHEIPALLI-G.P.

ABSTRACT

no	DESCRIPTION	QTTY.	UNIT	RATE	AMOUNT
1	Providing 300mm dia double under reamed pile foundation 6mtr long with RCC M20grade including all labour T&P etc.complete but excluding cost cost of MS steel,labour charges for cutting,bending,binding of steel bar as per direction of engineer-in-charge.	22	Each	6979.10	Rs153,540
2	Excavation of foundation in all kinds of soil with initial lead & lift including dressing and levelling the bed making fit for laying concrete including dewatering from the foundation trench if necessary ,shoring shuttering propping ballha & disposal of the excavated earth way from the siteas directed by the engineer -in-charge.				
	GROUND FLOOR	12.636	%Cum	27089.90	Rs3,423
3	Supplying and filling F & P with sand well watered and rammed etc. complete with all cost conveyance,taxes labour etc. complete as per direction of Engineer-in-charge.				
	GROUND FLOOR	39.7749	CUM	1256.52	Rs49,978
4	P.C.C. (1:4:8) using 4 Cm size Hard broken granaite crusher metal including watering and curing with all cost conveyance,taxes labour etc. complete as per direction of Engineer-in-charge.				
	GROUND FLOOR	9.1649	CUM	6525.90	Rs59,809
5	Fly-ash Brick masonry (1:6) in F & P including watering for curing etc complete. with all cost conveyance,taxes labour etc. complete as per direction of Engineer-in-charge.				
	GROUND FLOOR	9.7948	CUM	5869.91	Rs57,495
6	2.5 cm thick DPC over plinth with C.C. (1:2:4) using 12mm size CBHG Chips including watering for curing etc. all complete with all cost conveyance,taxes labour etc. complete as per direction of Engineer-in-charge.	9.7910	SqM	402.54	Rs3,941
7	Fly-ash Brick masonry (1:6) Superstructure including watering for curing scaffolding etc complete. with all cost conveyance,taxes labour etc. complete as per direction of Engineer-in-charge.				
	GROUND FLOOR	16.3608	CuM	5903.24	Rs96,582
8	R.C.C.M20 using 20mm to 10mm size CBHG chips including laying and hosting with watering ,curing etc. all complete with all cost conveyance,taxes labour ,sundies etc. complete as per direction of Engineer-in-charge.				
	CAP & PLINTH	8.9186	CUM	8283.58	Rs73,878
	LINTEL	1.7987	CUM	15119.03	Rs27,195

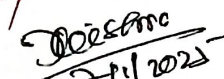
		2.3419	CUM	16647.00	Rs38,985
		2.0198	CUM	16647.00	Rs33,624
		8.0635	CUM	14684.88	Rs118,411
		9.3776	SqM	1294.58	Rs12,140
	Supplying MS deformed /tor steel reinforcement bars required dia of approved quality etc including false works and dismantling than after casting including cost of all materials, Labour etc complete as per direction of the Engineer-in-charge.				
	GROUND FLOOR	32.9654	Qtl.	9042.92	Rs298,104
10	Fixing Kota tiles in Dado over 12mm thick cement plaster (1:3) jointed with neat cement slurry mixed with pigments to match the shade of the tiles including rubbing & polishing complete including with all cost carriage and labour				
	GROUND FLOOR	8.6532	SqM	1462.65	Rs12,657
11	Fixing Kota tiles in Floor over 25mm thick cement plaster (1:1) jointed with neat cement slurry mixed with pigments to match the shade of the tiles including rubbing & polishing complete including with all cost carriage and labour				
	GROUND FLOOR	79.9163	SqM	1377.70	Rs110,101
12	6mm th. Cement plaster [1:4] over RCC works including cheaping watering & curring with all cost conveyance, taxes labour etc. complete as per direction of Engineer-in-charge				
	GROUND FLOOR	87.5509	SqM	214.63	Rs18,791
13	12mm th. Cement plaster [1:6] over brick masonry outer surface including watering & curring with all cost conveyance, taxes labour etc. complete as per direction of Engineer-in-charge				
	GROUND FLOOR	125.6417	SqM	196.34	Rs24,668
14	16mm th. Cement plaster [1:6] over brick masonry with all cost conveyance, taxes labour, cess etc. complete as per direction of Engineer-in-charge				
	GROUND FLOOR	118.8600	SqM	280.88	Rs33,385
15	20mm th. Greding plaster [1:4] over roof slab including watering & curring with all cost conveyance, taxes labour etc. complete as per direction of Engineer-in-charge				
	GROUND FLOOR	79.2922	SqM	343.73	Rs27,255
16	Providing fitting fixing finishing MS fabricated grills in windows & grills etc. W & P including fixing in position finished smooth with all cost, conveyance, labour, taxes etc. as per direction of Engineer-in-charge				
		401.800	K.G.	88.23	Rs35,451
17	Painting two coats over one coat of primming with approved enamel paint & primer with all cost, conveyance, labour, taxes etc. as per direction of Engineer-in-charge				
		23.2018	SqM	255.60	Rs5,930

with all cost conveyance, taxes labour as per direction of Engineer-in-charge				
ND FLOOR	206.4109	SqM	86.61	Rs 17,877
ides Weather coat two coats over priming in outer surface with any shade over external walls with all cost of labour and materials all cost of materials labours T&P and scaffolding as per direction of Engineer-in-charge				
GROUND FLOOR	125.6417	SqM	120.54	Rs 15,145
TOTAL CIVIL WORK =				Rs 1328365

(Rupees Thirteen Lakh Twenty-eight thousand Three hundred Sixty-five)Only

(Rupees Twelve lakh twenty two thousand nine hundred
fifty) only


Block Dev. Officer,
Bhadrak


Asst. Executive Engineer,
Bhadrak


Junior Engineer,
Bhadrak


Addl. Executive Officer(Tech.)
Zilla Parishad, Bhadrak

MEMORANDUM

a) Name of work:-

a)

b) Estimated cost : Rs. /-

c) Earnest Money (EMD): Rs. /-

d) This deposit will :
be 2% of the accepted
amount of tender

d) Initial Security Deposit.
(after adjustment of E.M.D.) tender :

e) This percentage :
deduction from bill will be
credited to the contractor's
Security deposit.

e) Percentage to be deducted from bills
5% (five percent),
3% (three percent)

f) Time required for the work
from date of written order
to commence..... days/
months/years

g) Date of written order to commence :

h) Total number of items of works:
tendered for

Item No.	Item of work.	RATE TENDERED			Per
		In Figures		In words.	
		Rs.	P.		

Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contracts annexed here to so far as applicable or in default thereof to forfeit and pay to the Governor of Odisha or his successors in office the sum of money mentioned in the said conditions.

Signature of
contractor before
submission of
tender.

Dated the day of20.....

Signature of the
Witness to one
tender's Signatures

Signature of Contractor

Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of the Government of Odisha.

Dated..... day of20

Block Development Officer,
Panchayat Samiti, Bhadrak

Contractor

Block Development Officer,
Panchayat Samiti, Bhadrak

for the work “

Rs.

(Rupees

” on payment of

Dt. _____ against Cash/ Demand Draft No _____ Dt _____ payable at _____) only vide Money Receipt No. _____

Block Development Officer,

My/ Our quoted rate is% (In figure).....(In words) (Mention excess over / less than / at par with) the amount put to tender is Rs /- () only.

Signature of the Contractor.

Note:- The contractor should not write anything except quoting of percentage, excess over / less than / equal to the estimated cost in his own hand writing.

For official use only

01. E.M.D.

Furnished / Not furnished

Rs. _____

In shape of _____ Pledged/ Not Pledged

02. Valid Registration Certificate:-

Copy furnished/ Not furnished

03. PAN Card :-

Copy furnished/ Not furnished

04. GST certificate: -

Copy furnished / Not furnished.

05. Over writing

06. Correction.

Contractor

Block Development Officer,
Panchayat Samiti, Bhadrak