



PANCHAYATIRAJ & DW DEPARTMENT

**DISTRICT
BHADRAK**

**PANCHAYATA SAMITI
TIHIDI**

**GP
BHATAPADA**

**TENDER DOCUMENT
FOR
CONSTRUCTION OF ACR AT HARISCHANDRA
NODAL UP SCHOOL, BHATAPADA**

**AMOUNT PUT TO TENDER
Rs.12,65,706.00
(EXCLUDING GST)**

**BIN-01/25-26
Advt SI No-06**

Contractor


Block Development Officer

INVITATION FOR BIDS (IFB)**BID IDENTIFICATION NO. 01 / 2025-26.**

Block Development Officer, Tihidi, Bhadrak on behalf of the Panchayat Samiti, Tihidi Invites Bids in single sealed cover system to be eventually drawn up in PWD form P1 for the works as detailed in the table below, from eligible contractors of equivalent grade/class registered with the central govt./State Govt./MES/Railways for execution of civil works. *One bidder can submit one bid only for a particular work. The cover containing the bid should be superscribed as TENDER FOR THE WORK "name of the work as the case may be".*

1. Bid documents consisting of specifications, the schedule of quantities and the set of terms & conditions of contract, Annexure / Schedules / Forms/ Proforma and other necessary documents can be downloaded from the website <https://bhadrak.odisha.gov.in> within the period stipulated.
2. The receipt of the tender documents shall start from Dt. 13.06.2025 up to Dt. 26.06.2025 during office hours in the office of the undersigned.
3. Bids so received shall be opened at 03.30 P.M. on dt. 30.06.2025 in the office of the Panchayat Samiti, Tihidi in presence of the bidders or their authorized representatives who wish to attend thereof. In case the office happens to be closed on the stipulated date of opening of the Bids as specified, the bids will be opened on the next working day at the same time and venue.

| Sl No | Name of the Work | Amount put to Tender(Rs) | EMD(Rs) | Time for Completion | Class of Contractor | Cost of Documents (Rs) |
|-------|--|--------------------------|---------|---------------------|---------------------|------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1 | Construction of ACR at Sapakatia PUPS, Barsar | 1266812 | 12668 | 09 Calendar months | D & C | 6000 |
| 2 | Construction of ACR at Andarai Primary School, Bodak | 1264352 | 12644 | 09 Calendar months | D & C | 6000 |
| 3 | Construction of ACR at Golapokhari UGME School, Fatepur | 1265509 | 12655 | 09 Calendar months | D & C | 6000 |
| 4 | Construction of ACR at Baro Primary School, Baro | 1265509 | 12655 | 09 Calendar months | D & C | 6000 |
| 5 | Construction of ACR at Nuagaon PUPS, Sahapur | 1265149 | 12651 | 09 Calendar months | D & C | 6000 |
| 6 | Construction of ACR at Harischandra Nodal UP School, Bhatapada | 1265706 | 12657 | 09 Calendar months | D & C | 6000 |
| 7 | Construction of ACR at Ramanarayan High School, Dolasahi | 1421436 | 14214 | 09 Calendar months | D & C | 6000 |

Sd/-
Block Development Officer, Tihidi

CONTRACT DATA**A. GENERAL INFORMATION**

| | | |
|---|--|--|
| 1 | Bid Identification No. | 01/2025-26 |
| 2 | Name of the Work | Construction of ACR at Harischandra Nodal UP School, Bhatapada |
| 3 | Officer Inviting Tender | BDO, Panchayat Samiti, Tihidi |
| 4 | Assistant Executive Engineer Concerned with head quarters authorized as Engineer-in-charge of this work. | AEE, Panchayat Samiti, Tihidi |
| 5 | Estimated Cost | Rs.18,33,000.00 |

Contractor


Block Development Officer

B. BID INFORMATION

| | | |
|----|---|---|
| 1 | Intended completion period/Time period assigned for Completion. | 09 Calendar Months |
| 2 | Last Date of sale of Tender | Up to Dt.26.06.2025 during office hours. |
| 3 | Last Date of receipt of Tender | Up to Dt.26.06.2025 during office hours. |
| 4 | Time & Date of Opening of Tender | 03.30 PM of Dt-30.06.2025 |
| 5 | Amount put to Tender | Rs.12,65,706.00 |
| 6 | Cost of Bid Document (non refundable) | |
| | i) Amount | Rs. 6,000.00 |
| | ii) In favour of | Block Development Officer, Tihidi |
| | iii) Payable at | Tihidi |
| | iv) Type of Instrument | Demand Draft/Banker's cheque |
| 7 | Bid Security (E.M.D) | |
| | i) Amount | Rs.12657.00 |
| | ii) In favour of | Block Development Officer, Tihidi |
| | iii) Payable at | Tihidi |
| | iv) Type of Instrument | As Specified in the Bid Document. |
| 8 | Bid Validity Period | 90 Days (From the date of opening of the bid) |
| 9 | Currency of Payment for Contract | Indian Rupee. |
| 10 | Language of Contract | English |

C. CONTRACTOR'S INFORMATION (to be filled by the bidder)

| | | |
|----|---------------------------------|--|
| 1 | Name of the Contractor | |
| 2 | Age | |
| 3 | Father's Name | |
| 4 | Address | |
| 5 | Class of the Contractor | |
| 6 | Contract License No. & Validity | |
| 7 | GSTIN | |
| 8 | PAN | |
| 9 | Contact No. | |
| 10 | e-mail ID | |
| 11 | Bank Account Number | |

Contractor


 Block Development Officer

| | | |
|----|--------------------|--|
| 12 | Name of the Bank | |
| 13 | Name of the Branch | |
| 14 | IFSC | |

TENDER FOR WORKS

I/We hereby tender for the execution of the work specified in the under-written memorandum at the rates specified therein within a period of **09 month(s)** from the date of written order to commence and in accordance with all the specifications, designs, drawings and other documents referred to in rule thereof and subject to the annexed conditions of contract and with such materials as provided for by the department and all other aspects in accordance with such conditions so far as applicable.

MEMORANDUM

| | |
|---|--|
| a) Name of the work (If several sub-works are included they should be detailed in separate list) | Construction of ACR at Harischandra Nodal UP School, Bhatapada |
| b) Amount put to Tender | Rs.12,65,706.00 |
| c) Earnest Money Deposit | |
| d) Initial security deposit (including earnest money, to be deposited before the commencement of the work, this deposit will be 2% of the contract amount of the work) | |
| e) Additional Performance Security deposit | |
| f) Agreement Value | |
| g) Percentage to be deducted from bill beyond statutory deductions such as IT, GST, Royalty and Cess etc (this percentage deduction from bills will be credited to the contractor's security deposit) | 3(three)% |
| h) Time required for the work from the date of written order to Commence | 09 (nine calendar months) |
| i) Date of written order to commence | |
| j) Date of completion | |
| k) Total number of items tendered for | |

BILL OF QUANTITIES

| Sl no | Items | Unit | Quantity | Rate | Amount |
|-------|--|-------|----------|------------|---------------|
| 1 | 300 mm dia single under reamed pile 5.00 mtr depth with R.C.C. M-20 excluding cost of steel & labour charges for cutting, bending & binding of steel, As per direction of Engineer in charge | Each | 22.00 | ₹ 5,244.17 | ₹ 1,15,372.00 |
| 2 | Earthwork excavation in hard soil with in 50 mtr initial lead & 1.5 mtr lift including bed dressing, levelling etc complete as per the direction of Engineer in charge. | lcum | 10.25 | ₹ 270.90 | ₹ 2,777.00 |
| 3 | Filling (F&P) with sand well water rammed etc complete as per direction of Engineer in charge. | lcum | 61.20 | ₹ 1,091.50 | ₹ 66,800.00 |
| 4 | P.C.C. (1:3:6) using 40 mm size h.g. Metal including cost of materials, conveyance, royalty all labour etc complete as per the direction of engineer in charge. | 1cu m | 15.31 | ₹ 6,670.04 | ₹ 1,02,118.00 |
| 5 | R.C.C. M20- grade using 20mm & down graded h.g. C.b. Chips as per direction of Engineer in charge. | | | | |
| (i) | Pile cap Grade beam | lcum | 8.9987 | ₹ 8,109.92 | ₹ 72,979.00 |

Contractor


 Block Development Officer

| | | | | | |
|---|--|--------|---------|-------------|-----------------------|
| (ii) | Column & beam (G.F.) | lcum | 5.1828 | ₹ 16,386.61 | ₹ 84,929.00 |
| (iii) | Linitel(G.F.) | lcum | 0.9316 | ₹ 14,856.62 | ₹ 13,840.00 |
| (iv) | Roof slab chajja(G.F.) | lcum | 8.4274 | ₹ 14,422.33 | ₹ 1,21,543.00 |
| 6 | 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 (G.F.) | 1Qntl | 32.597 | ₹ 9,036.62 | ₹ 2,94,567.00 |
| 7 | C.C. (1:2:4) using 12 mm size h.g. c.b. chips for plinth protection as per direction of engineer in charge | lcum | 2.400 | ₹ 8,311.69 | ₹ 19,948.00 |
| 8 | Rigid & smooth centering shuttering for casting of mass concrete as per direction of engineer in charge | 1sq m | 37.800 | ₹ 247.51 | ₹ 9,356.00 |
| 9 | Hire & Running charges of vibrator all complete as per the direction of engineer in charge | 1 hour | 4.110 | ₹ 153.23 | ₹ 630.00 |
| 10 | Filling (F&P) with excavated earth for filling plinth protection side as per the direction of engineer in charge | lcum | 2.250 | ₹ 150.50 | ₹ 339.00 |
| 11 | Fly ash Brick masonry in C.M. (1:6) for (F&P) including cost, conveyance, labour all complete in (F&P) quantity including as per direction of Engineer in charge. | lcum | 6.901 | ₹ 5,842.53 | ₹ 40,319.00 |
| 12 | Fly ash Brick masonry in C.M. (1:6) for super Structure including cost, conveyance, labour all complete in as per direction of Engineer in charge. | lcum | 15.95 | ₹ 5,875.53 | ₹ 93,715.00 |
| 13 | 6 mm thick cp in (1:4) cm over R.C.C. Surface including slurry treatment etc complete as per the direction of Engineer in charge.(G.F.) | 1sq m | 49.051 | ₹ 213.17 | ₹ 10,456.00 |
| 14 | 12 mm thick cp in (1:6) cm over brick work out side only including cost of materials, labour all complete as per the direction of Engineer in charge.(G.F.) | lsqm | 80.825 | ₹ 193.67 | ₹ 15,653.00 |
| 15 | 16 mm thick cp in (1:6) cm over brick work in side side only including cost of materials, labour all complete as per the direction of Engineer in charge.(G.F.) | lsqm | 86.490 | ₹ 277.70 | ₹ 24,019.00 |
| 16 | 12 mm thick cp in (1:4) cm with cement punning & bitumen painting over brick work (plinth) only including cost of materials, labour all complete as per the direction of Engineer in charge. | lsqm | 32.613 | ₹ 215.15 | ₹ 7,016.00 |
| 17 | 20 mm thick cp in (1:4) cm with cement plaster for grading only including cost of materials, labour all complete as per the direction of Engineer in charge.(G.F.) | 1sq m | 63.000 | ₹ 303.10 | ₹ 19,096.00 |
| 18 | 2.5 cm thick D.P.C. In plith including cost of materials labour all complete as the direction of Engineer in charge | lsqm | 9.174 | ₹ 396.01 | ₹ 3,633.00 |
| 19 | Providing vetrified floor tile of size 600 mm x600mm over 20 mm thick cement mortar(1:4) of approved quality as per the direction of engineer in charge.(G.F) | lsqm | 55.825 | ₹ 1,136.42 | ₹ 63,441.00 |
| 20 | Providing Glazed tile of size 300 mm x300mm over 12 mm thick cement mortar(1:3) for wall area of toilets of approved quality as per the direction of engineer in charge.(G.F.) | lsqm | 7.926 | ₹ 1,302.34 | ₹ 10,323.00 |
| 21 | Providing Ceramic floor tile of size 300 mm x300mm over 20 mm thick cement mortar(1:4) of approved quality as per the direction of engineer in charge.(G.F) | lsqm | 6.689 | ₹ 1,088.82 | ₹ 7,283.00 |
| 22 | One coat cement primer over plaster surface including cost of materials labour etc complete as per the direction of Engineer in charge.(G.F.) | lsqm | 224.688 | ₹ 78.21 | ₹ 17,573.00 |
| 23 | Providing two coat weather coat over plaster surface (out side wall) including cost of materials labour all complete as per the direction of Engineer in charge.(G.F.) | lsqm | 89.147 | ₹ 99.64 | ₹ 8,883.00 |
| 24 | Providing Distemper two coat over plaster surface (in side wall) including cost of materials labour all complete as per the direction of Engineer in charge.(G.F.) | lsqm | 135.541 | ₹ 89.265 | ₹ 12,099.00 |
| 25 | Providing two coat enamel paint with one coat primer all complete. As per direction of Engineer in charge.(G.F.) | lsqm | 20.903 | ₹ 260.66 | ₹ 5,448.00 |
| 26 | Providing for stainless steel stair case hand railings with 3nos horizontal bar with vertical circular pipe including cost of materials labour all complete as per direction of Engineer in charge.(G.F.) | lmtr | 6.000 | ₹ 3,592.04 | ₹ 21,552.00 |
| Amount put to tender (Including Cess but excluding G.S.T. as applicable) | | | | | ₹ 12,65,706.00 |

Contractor


 Block Development Officer

(*) - I am willing to execute this work at **above estimated cost (i)**

(*) - I am willing to execute this work at (.....) % **Less / Excess (ii)**

(*) - tick any one & ignore the other. If ticked option-ii, then fill in figure and word.

Quoted Amount by the Bidder

PANCHAYATA SAMITI, TIHIDI, AGREEMENT No-..... p1 OF

This indenture made the day of **2025** between aged aboutyears, son of At- P.S-..... Dist- hereinaftercalled the **CONTRACTOR**, which expression shall where the content so admits or implies be deemed to include his heirs, executors and administrators of the one part, and the **PANCHAYAT SAMITI, TIHIDI** represented by its **BDO**, or Engineer Member or A.E.E of the authority authorized by the BDO in this behalf which expression shall, where the contents so admits or implies, be deemed to include their successors in office and assignees of the other parts, WHEREAS the **PANCHAYAT SAMITI, TIHIDI** required the execution of certain work **Construction of ACR at Harischandra Nodal UP School, Bhatapada**, here in after called the said **WORKS** are more particularly described in the drawing and specifications here to annexed and also required the provisions of necessary materials therefore and have caused the necessary drawings and specification and schedule of rates to be prepared and contractor has delivered to the authority a tender for the execution of the said work and the provisions and conditions here to attached now, this indenture as follows.

In consideration of the convenient for the payment by and on behalf of the **PANCHAYAT SAMITI TIHIDI** hereinafter mentioned. The Contractor hereby convenient with the **PANCHAYAT SAMITI, TIHIDI** that he shall supply necessary materials and execute and complete in a thoroughly sound work on like manner and afterwards maintain for the requisite period stated in the said condition all the works set out in the said specification and schedule of rates here to attached and in accordance in every respect with the requirement, stipulations, general rules and erections, conditions and special conditions hereto attached.

In consideration of the consent by the contractor hereinafter mentioned, the **PANCHAYAT SAMITI, TIHIDI** hereby convenient with the contractor to pay to him for the execution, construction and maintenance of the work as aforesaid according to the rates given in the schedule operates hereto attached and at the time and in the manner and subject to the additions and deductions set out and declared in the said conditions here to attach.

It is hereby agreed and declared that all the provisions of the said general rules and directions, tenders for work with memorandum, conditions, special conditions, drawings and schedule of rates hereto attached shall be binding upon the contractor and upon the **PANCHAYAT SAMITI TIHIDI** as if the same had been repeated herein and shall be read as part of these presents.

In witness whereof the parties hereto have affixed their signature and date the day of **2025**.

| | | |
|-------------------------------|-------------------|-------------------|
| Signature of Contractor | Witness (1) | Witness (2) |
| Address | Address | Address |
| Occupation | Occupation | Occupation |

Signature of Accepting Authority

Designation: **Block Development Officer, Tihidi**

DETAILED TENDER CALL NOTICE

Sealed percentage rate bids are invited in Single cover system from the 'D & C Class' of eligible contractors registered with the State Government and Contractors of equivalent Grade / Class registered with Central Government /MES/Railways having registration for 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 ACR at Harischandra Nodal UP School, Bhatapada**

- ❖ This tender is of composite work basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.
 - ❖ This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
1. Deleted.
 2. The Bid documents will be opened by the Block Development Officer, Tihidias stipulated abovein the presence of the bidders or their authorized representatives who wish to attend.
 3. Bid documents consisting of specifications, the schedule of quantities and the set of terms & conditions of contract, Annexures/Schedules/Forms/Proforma and other necessary documents can be downloadedfrom the website <https://bhadrak.odisha.gov.in>

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or can be purchased from the office of the undersigned on payment of specified amount (non-refundable) during office hours on any of the working days within the period stipulated.

4. The bid is to be submitted as follows.

- (i) EMD, Cost of bid document, DTCN, Valid Registration Certificate, Copy of PAN card, Valid GSTIN, undertaking/certificates duly filled, affidavit and documents required as per the relevant clauses of this DTCN.
- (ii) BOQ duly filled in and signed by the bidder.
- (iii) The intending bidders are required to produce documents viz :- Original Registration, Valid GSTIN clearance certificate, PAN card after opening of Bid for verification purpose in the latter stage.

5.

- (i) Deleted.
- (ii) Deleted.
- (iii) Deleted.

6.

- (i) Deleted.
- (ii) The Contract will be drawn in P.W.D P-1 contract form.
- (iii) The Contract shall be drawn & signed by Block Development Officer, Tihidi on behalf of the Panchayat Samiti, Tihidi.
- (iv) In the Interest of expeditious execution of work, payment of interim bills (Running A/C bills) may be made by the Block Development Officer, Tihidi.

7. If an individual makes the application the individual should sign above his full type written name and current address.

8. If the application is made by proprietary firm, it shall be signed by the Proprietor & furnish full type written name and the full name of his firm with it's current address in a forwarding letter.

9. If the application is made by a firm in partnership, it shall be signed by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

10. Deleted.

11. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.

12. 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.

13. The work is to be completed in all respects within the stipulated date from the date of issue of work order as mentioned against each work. Tenderers must submit a programme of work on acceptance of his tender. The approved work programme should be a part of Agreement.

14. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Authority.

15. The tenders 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 tenderers and detailed specifications and other relevant specifications and drawing which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.

16. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderers 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.

17. By admission of a tender for the work a tender will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of material including the wheat/rice referred to above medical aid, labour and food stuff etc. and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rate Authority 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.

18. The bid must be accompanied with the E.M.D as specified at Column 6 of the Tender Call Notice in the form of **Deposit receipt of Nationalized Bank/Post Office Saving Bank Account/National Savings Certificate/KVP/Post Office Time Deposit** duly pledged in favour of the Block Development Officer, THIDI as per the terms and conditions laid down in OGFR/OPWD code. Bidders desirous to hire machineries or equipments from outside the state or owned but deployed outside the state are required to furnish additional one (1) percent EMD / Bid Security. Tenders not accompanied with E.M.D as specified above will not be considered. **No adjustment of E.M.D. from one work to another will be entertained.**

19. The tender should be accompanied with the Valid Registration Certificate, Valid GST Clearance Certificate, Valid EPF & ESI registration certificate and PAN Card as per Clause No. 109 and the original certificates are to be produced after opening of the tender before Block Development Officer, THIDI for verification, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

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 items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

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21. The authority BDO, TIHIDI reserves the right to reject any or all tenders received without assigning any reason whatsoever.
22. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and conditions of O.P.W.D code. The earnest money will be refunded to the unsuccessful tenders. The retention of E.M.D. with the Department will carry no interest.
23. The Engineer-in-charge will notify the bidder / tenderers whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in - charge will 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-1% of the accepted amount) in form of **Deposit receipt of Nationalized Bank/Post Office Saving Bank Account/National Savings Certificate/KVP/Post Office Time Deposit** duly pledged in favour of BDO, TIHIDI and in no other form, (excluding 1% deposited towards hiring of equipments / Machineries from outside the state if any) and sign the agreement in the P.W.D. form No. P-1 (Schedule ZLV No.61) for the fulfillment of the contract in the office of the BDO, TIHIDI payable at TIHIDI or as directed. The Security deposit together with the agreement shall be retained by BDO till 12 Months (Twelve Months) from the date of actual completion of the work 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 P-1 with latest amendments. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after 12 (Twelve) months of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department in their U.O.R No. 848 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.
24. The contractor should be liable to fully indemnify the Department for payment of Compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
25. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department Letter No. VII (R&B) 5225, dt. 26.02.55 and No-II, M-56/61-28842 (5) dt.27.09.61.
26. The contractor shall bear cost of various incidental, sundries and contingencies necessitated by work in full within the following or similar category.
- a) Rent royalties, CESS and other charges of materials, Octroi and all other taxes including prevailing GST, EPF/ESI from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderers for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by the Authority at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-charge of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
- b) Royalty will be recovered from each bill as notified by Govt. from time to time unless the required Forms are not enclosed. Refund of royalty a later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
- c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
- d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the contractor and no extra cost for carriage of water will be entertained.
- e) All fees and dues levied by G.P., Canal or Water Supply Authorities are to be borne by the Contractor.
- f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
- g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the contractor at his own cost.
- h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
- i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
27. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all incidental items of work.
28. After the work is finished all surplus materials should be removed from the site of work, Preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and this should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
29. It should be understood clearly that no claim what-so-ever will be entertained to extra items of

Contractor


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works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

30. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India. Ministry of Works and Housing & Supply in their standing order no. 44150, dt. 25.11.57, 38 no part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer be made by the power of attorney authorizing others to receive payment on contractor's behalf.

31. 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 the office of the PANCHAYAT SAMITI TIHIDI during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

32. 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 PANCHAYAT SAMITI TIHIDI. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

33. Payment for variation in price – (vide Works Department Memorandum No. 12073/W dt. 07.04.1986, No-14379 dt. 22.06.91 & No-22874 dt. 24.10.92) and No 8310 dated 17/05/2006 And amendment issued vide Works Deptt. Lr. No. 5608/W/dt.03.04.07

(A) (i) "if during the progress of the work the price of any material (excluding the cost of steel, cement and Bitumen) incorporated in the work (not being materials supplied from Engineer-in-Charge's store in accordance with Clause- thereof) 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 rice, 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 operational for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below provided the work has been carried out within the stipulated time or extension there of as are not attributable to him.

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

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

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.

(ii) where original contract period is one year and above, increase/decrease of cost of Steel, Cement & Bitumen are to be paid/recovered payments in case of increase are to be made with prior approval of Panchayat Samiti, Tihidi when the total claim is more than Rs. 50,000/- and with prior approval of the B.D.O/Panchayat Samiti (as the case may be) when the claim is up to Rs. 50,000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor's bill immediately.

The cost shall be determined as follows:-

| | | |
|---------|---|---|
| Steel | : | Rate as fixed by Steel Authority of India Ltd. (SAIL). |
| Cement | : | Average factory Price of three manufacture of cement inside the state.. |
| Bitumen | : | Rate as fixed by Indian Oil Corporation (IOC). |

(iii). Where the original period of contract is more than six months & below one – year increase / decrease of cost of Steel, Cement & Bitumen are to be paid / recovered. Payments in case of increase are to be made with prior approval of PANCHAYA SAMITI when the total claim is more than Rs. 50,000/- and with prior approval of the BDO/AEE (as the case may be) when the claim is up to Rs. 50,000/- subject to the fulfillment of the conditions mentioned below:-

(i) Cost shall be determined as follows :-

| | | |
|---------|---|--|
| Steel | : | Rate as fixed by Steel Authority of India Ltd. (SAIL) |
| Cement | : | Average factory Price of three manufacture of cement inside the state. |
| Bitumen | : | Rate as fixed by Indian Oil Corporation (IOC) |

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- (ii) Cost of the project should be more than Rs. 50.00 lakhs. However, the differential cost on such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.
- (iii) Contractors have to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of steel, cement & bitumen.
- (iv) Differential cost will be allowed only for the original agreement period, but not for the extended period even through it might have been validity extended.
- (v) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (vi) Stipulation contained in existing Clause 101(f) Recovery in case of decrease shall be made by Executive Engineer-II from the contractor immediately.

B) Similarly, if during the progress of work, the minimum wages prescribed by Government for labour increase or decrease and the contractor thereupon necessarily and properly pays to laborers engaged in the work; such increased or decreased wages paid shall be entitled to reimbursed or liable to be refunded quarterly, as the case may be Such amount 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

$$VI = \frac{0.75 \times PL \times R \times (I - I_0)}{100 \times 10}$$

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.

I₀ = 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 :-

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

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

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

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

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

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

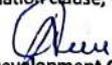
D) The following shall be the percentage of materials, labour and P.O.L. component for reimbursement/refund on variation in price of material, labour and P.O.L. as per sub-classes (a), (b) and (c) of this clause.

| Category of works | Contractor's Supply | | | Departmental Supply of Materials |
|--|---------------------|----------|------------|----------------------------------|
| | % Materials | % Labour | % of P.O.L | |
| 1) Irrigation Works. | | | | |
| a) Structural Works | 20% | 30% | 5% | 45% |
| b) Earthwork, Canal Work, Embankment Work etc. | 20% | 60% | 5% | 15% |
| 2) (R & B) Works | | | | |
| a) Bridges 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

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- 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 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 authorized representatives of Govt. and further, shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require. The Contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and / or price of P.O.L give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.
37. If any advance/Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
38. All items of work as per schedule of quantities of this tender should conform to Orissa Detailed Standard Specification I.R.C & I.S.I Codes & Bridge code section I.II.III.IV & VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S. 2505, I.S.:2006, I.S.: 2514 I.S. : 4656
39. Shuttering & centering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
40. Form work including complete false work shall be designed by the contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-charge or his representative shall have the right to test the weight & quality from time to time.
42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
44. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportations, hire and running charges of such plant and cost of consumables.
45. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
46. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances.
47. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of 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. An affidavit to this effect is to be furnished in Schedule-F. Non-furnishing of the information in Schedule-E and required affidavit in Schedule-F, the bid document will be summarily rejected.
48. It should be clearly understood that:-
- The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
 - Concrete test specimens 150 mm x 150 mm x 150 mm in size (whether plan 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-II.
 - Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 - Plain concrete and reinforced concrete specimens will be tested in *Quality Control and Research Laboratory at Bhubaneswar or as per the direction of Engineer-in-charge*. Cost of testing of all specimens and samples will be borne by the Contractor.
49. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
50. 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.
51. For submission of a tender for the work, the tender will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work accordingly to the specifications attached thereto and that he had taken in to account all condition and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charge for any reason in case the contractor finds later on to have misjudged the conditions as regards the

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- availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from bills or his other dues.
52. 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.
53. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill.
54. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
55. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
56. Under section 12 of contractorslabour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
57. (A) PERFORMANCE SECURITY:
 (1) If the rate quoted by the bidder is less than 15% of the tender amount then such a bid shall be rejected and the tender shall be finalized basing on the merits of the rest bids. But if more than one bid is quoted 14.99% (decimals up to two numbers 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 where all bidders/ their authorized representatives, the concerned A.E.E will remain present. (2) Additional Performance Security shall be deposited by the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price / rates than the estimated cost put to tender shall have to furnish the amount not less than the differential cost i.e: estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of KVP/NSC/POTD/Term Deposit Receipt pledged in favour of the BDO, TIHIDI and payable at TIHIDI. Separate sealed envelope along with the financial instrument towards Original Bid Security and Cost of Bid documents. The Additional Performance Security will be over and above the performance security. The bidder shall not upload the Additional Performance Security instrument along with the tender documents. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.
- The bids of the technically qualified will be opened for evaluation of the price bid. ~~In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished the amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft/Term Deposit Receipt, their price bid will not be taken in to consideration for evaluation even if they have qualified in the technical bid evaluation.~~
58. Sample of all material:
 The contractor shall supply of all materials fully before procurement for the work for testing and acceptance as may be required by the Engineer-in-charge.
59. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa, Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Orissa. Likewise "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 09.07.91). The required certificate is to be furnished in the proforma contained vide table 1.4 of qualification information of Section-2.
60. An Engineering personnel of the executing agency should be present at work site at the time of visit of High Level Inspecting Officers in the rank of Chief Engineer and above.
61. All reinforced cement work should conform to Orissa Detailed Specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28 days, after mixing and test conducted in accordance with IS 456 and IS 516.
62. Bailing out of water from the foundation, pipeline trenches Septic Tanks/Soak pits/Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the Contractor. No payment will be made for benchmarks, Level Pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of work inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
63. The tenders 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.
64. The contractor will have to submit to the BDO monthly return of labour both skilled and unskilled employed by him on the network.
65. All fittings for doors and windows P.H. & Electrical Woks as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
66. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
67. The Tenders should furnish along with their tender 1. a list of works, which are at present in their hand 2. List of T&P and 3. List of work executed in the prescribed proforma (s) enclosed herewith in appropriate place of bid document.
68. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.

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69. The tenderers 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.
70. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at Quality Control and Research Laboratory Bhubaneswar or as per the direction of Engineer-in-charge, at the cost of the Contractor with no extra cost to the Department.
71. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
72. The K.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
73. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
74. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
75. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility/participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to which the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
76. 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.
77. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (i) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. Specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (ii) The tests have to be planned & carried out such that the progress of work is not hampered.
- (iii) The tests are mandatory as per the prescribed frequencies and I.S. Specifications. However, these are not exhaustive and the Engineer – in- Charge has the right to prescribe other required test if any as will be considered from time to time.
78. In case of ambiguity between clauses of this D.T.C.N and the P-1 contract form, the relevant clauses of the P-1 Contract Form shall prevail over the D.T.C.N. The clauses not covered under P-1 Contract Form shall be governed by the clauses of this D.T.C.N.
79. It must be definitely understood that the PANCHAYAT SAMITI, TIHIDI does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
80. Schedule of quantities is accompanied. It shall be definitely understood that the PANCHAYAT SAMITI, TIHIDI 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.
81. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum wages Act, the BDO/AEE will have the right to investigate and if 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 Engineer – in – charge is final and binding on the contractor.
82. 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.
83. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at Stock issue rates or market rates whichever is higher.
84. If the contractor removes materials supplied by the employer 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.
85. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Store-in-charge, of the pachayatasamiti subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost of raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderers stops the work, he shall have to pay the full penalty as per clause of F2 agreement.
86. 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.
87. All the materials which are to be supplied from departmental 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 of TOR Steel /

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- M.S. Angles, Tees and Joists etc. After the Issue from the departmental store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
88. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacture, get it tested in the Departmental Laboratory and approved by the Department before use.
89. 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 one centimetre. And their weight calculated as per coefficient prescribed by the Indian Standard Specification or as directed by the Engineer-in-charge. Wastage of bars and lappings, chairs, splices, hooksetc will not be considered for measurement. The quoted rate should be inclusive of the above provisions. Only the lengths as per approved drawings/ designs shall be considered for asurement.
90. The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned 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.
91. 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 const unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/building for 12 (Twelve) months from the date of successful completion of the work.
92. 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.
93. 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.
94. Where it will be found necessary by the Department, the officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Officer-in-charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the Panchyat Samiti and shall not be removed from the site of work without written permission of the Engineer-in-charge and to be submitted to the Engineer-in-charge every month.
95. 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.
96. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
97. The rates quoted by the contractor shall cover the latest approved rates of labours materials, P.O.L and Royalties. Arrangement of borrow areas land approach road to the building site etc. are the responsibility of the contractor.
98. 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.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as for as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-charge or competent authority claims not made in this manner or the claim book not maintained from the commencement of the work is liable for rejection. The claim book is the property of the PANCHAYAT SAMITI, and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
100. Number of tests as specified in I.R.C. / MORT&H / I.S.I specification required for the building materials construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House /Departmental Laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
101. Even qualified criteria are met the bidders can be disqualified for the following reasons, if enquired by the Department.
- Making a false statement or declaration.
 - Past record of poor performance.
 - Past record of abandoning the work half way/recession of contract.
 - Past record of in-ordinate delay in completion of the work.
 - Past history of litigation.

Contractor


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102. In case the 1st lowest tenderer or even the next lowest tenderes withdrawn 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 tenders shall also be taken apart from disincentivizing the tenderer.

103. The following documents which are not submitted with the Bid will be deemed to be part of the BID.

| Sl No | Particulars |
|-------|----------------------------|
| 01 | Notice Inviting Tender |
| 02 | Instruction to the Bidders |
| 03 | Conditions of Contract |
| 04 | Contract data |
| 05 | Specifications |
| 06 | Drawings |
| 07 | Bill of quantity |

104. CESS:

Labour Welfare CESS @ 1% will be deducted from each bill (from Gross bill amount).

105. **ELIGIBILITY CRITERIA FOR QUALIFICATION**

Applicants shall furnish the followings.

- Required E.M.D. as per the Column No. 6 and Clause No. 21
- Money Receipt towards cost of tender paper as per Clause No. 4 or Demand Draft drawn in favour of the B.D.O. against the Bid Document download from the Website.
- Valid Registration Certificate, Valid GST clearance certificate, PAN Card and he shall furnish the Original Registration Certificate, GST clearance Certificate and Pan Card for verification after opening of the tender before BDO, as per Clause No. 22.
- Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in Schedule "E" as per Clause No. 49.
- An Affidavit to the effect of authentication of tender documents, abandonment of any work during last 5 years, etc. in schedule "F" as per Clause No. 49. He shall furnish original affidavit in Schedule "F".
- The Bidder should have E.P.F. and E.S.I. Registration. He should furnish documentary evidences to this effect.

106. **ADDENDUM TO THE CONDITION OF P-1 CONTRACT.**

Clause-2(a) of P-1 Contract: - Time Control :- (Vide Works Department Office Memorandum No.24716 dtd. 24.12.2005 and No. 8310 dtd. 17.05.2006)

- 2.1. Progress of work and Re-scheduling programme.

2.1.1. The 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 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

2.1.4. If at any time it should appear to the Engineer-in-charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce at the request of the Engineer-in-charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the Contractor does not submit an update Programme within this period; the Engineer-in-charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

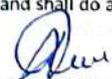
- 2.2. Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 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.

Contractor


Block Development Officer

- i) Force majored 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 contractor or tradesman 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 clauses-2 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief 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 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the Contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.
- 2.4. Management Meetings.
- 2.4.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal matters raised in accordance with the early warning procedure.
- 2.4.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- RESERVATIONS OF THE TENDER INVITING AUTHORITY**
107. If any bonafide mistake or omission in the wording and description of any clauses in DTCN/BOQ is left unnoticed and inadvertently and the same is detected after sale of the bid document, then the Tender inviting authority i.e. the B.D.O. reserves every right to correct that and all purchasers will abide by that correction.
108. Similarly, if any bonafide arithmetical error or mistake / omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticed and inadvertently and the same is detected after sale of the bid document, then the Tender inviting authority i.e. the B.D.O. reserves every right to correct that and all purchasers will abide by that correction.
109. (i) In case of doubt / confusion / ambiguity on any score regarding qualification or disqualification of any tenderer for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender i.e. the B.D.O. concern will be final and binding to all concerned for all purposes.
(ii) Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Engineer-in-charge of the work within his limitations / Power will be final and abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.
- Clause-2 (b) of Item Rate P-1 Agreement: - Rescission of Contract (Amendment as per Letter No. 10639 dt. 27.05.2005 of Works Department, Orissa)*
- To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.
110. The tenderers are required to go through each clause of P.W.D Form P-1 carefully in addition to the clauses mentioned here in before tendering.
111. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol-II on rules for black listing of Contractors vide letter no. 3365 dt.01.03.2007 of Works Department, Orissa. As per said amendment a Contractor may be blacklisted.
- a) Misbehavior/threatening of Departmental & Supervisory officers during execution of work/tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
 - d) Persistent and intentional violation of important conditions of contract.
 - e) Security consideration of the state i.e. any action that jeopardizes the security of the states.
 - f) Submission of false/fabricated/forged documents for consideration of a tender.

Contractor


 Block Development Officer

112. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector/equally competent authority responsible for the work prior to Energysation of the building.
113. Percentage rate contract (vide Works Department Letter No. 8310 Dt 17.05.2006) in case of percentage rate tender:-
- i. The contractor has to mention percentage excess or less over the estimated cost (in figures as well as words) in the prescribed format appended to the tender document.
 - ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid identification No. Name & SI No. of the work (as per IFB) to which they refer, written on the envelope.
 - iii. Only Percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in-figures and words. So that there is no discrepancy.
 - a. If any discrepancy is found in the percentage quoted in words and figures then the percentage quoted by the Contractor in words shall be taken as correct.
 - b. If any discrepancy is found in the percentage quoted in percentage excess/less and the total amount quoted by the Contractor then percentage will be taken as correct.
 - c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
 - d. The percentage quoted in the tender without mentioning excess/less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
 - e. The percentage quoted in the tender without mentioning excess/less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
 - f. The contractor will write percentage excess/less up to one /two decimal point only. ~~If he writes the percentage excess/less up to two or more decimal points, the first decimal point shall only be considered without rounding off.~~
 - g. The tender shall be written legibly and free from erasures, over writings or corrections of figures Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
 - IV. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
 - V. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - VI. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - VII. 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.

(Total 113 Clauses)

LIST OF MATERIALS OF APPROVED BRAND AND MANUFACTURES

The material specification and quality control shall comply to the requirement of relevant IS codes and all materials shall be used after approval from Engineer-in-Charge.

A – CIVIL WORKS:

CEMENT

Portland Slag Cement: conforming to IS 269/1869 & IS-455-1989 of 43 grade

STEEL : High Strength Fe 415/Fe 500 grade deformed bars conforming to IS 1786 – 1985

The MORTH specification for Road & Bridge work (4th edition) shall be observed during execution of work.

(B) Cement Mortar.

Mortar shall be well mixed to a uniform colour and consisting in the proportion as specified in the items of work. Sand shall be measured on the basis of its dry volume and the quantity shall be adjusted for bulking of damp sand. Cement shall be mixed, taking 50 kg or 0.035 cum, in volume only required quantity that can be consumed within 30 minutes of adding water shall be mixed at one time.

(C) Cement : Cement should confirm to IS-269/1869 & IS-455-1989

(D) Sand : Locally available best river sand medium size.

(E) Coarse Aggregates: The coarse aggregate shall be of hard granite stone and shall generally confirm to I.S. 389. Porous Course aggregate shall not be used. The aggregate shall be free from clay film and other adherent coatings. Aggregate containing clay films over the stone materials shall be thoroughly washed. The aggregate shall be from approved quarry and crusher broken. Course aggregates shall be composed of particles ranging between the sizes 2.36 to the maximum size as may be specified in the relevant item of work, within the range, the aggregates shall be well graded so as to produce a dense concrete.

(F) Reinforcements:

Mild steel Round Bars, coiled twisted and deformed bars of steel of medium tensile strength will be used as reinforcement as per drawing and design and directions. Mild Steel bars if allowed shall confirm to I.S. 226/1962 standard quality or IS: 432/1966 – Grade-I Black annealed wire (Not thinner than 24 gauge for tying the reinforcement shall be used)

GENERAL CONDITIONS

1. Drawings & Specifications

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

Contractor


Block Development Officer

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

2. Contractor's Responsibility.

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

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

- a) Increase or decrease the quantity of any work included in the contract
 - b) Omit any such work.
 - c) Change the levels, lines, position and dimensions of any part of the works, and
 - d) Execute additional works of any kind necessary for the completion of the work. No such variation shall in any way radiate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-Charge.
 - e) The schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. Code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/rates shall not vitiate the contract sum provided that no rectification or errors, if any, shall be allowed in the contract schedule of rates.
3. Valuation of variations
- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
 - b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-Charge by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 10 (ten) percent towards over-heads.

Contractor


Block Development Officer

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 Engineer and above of Panchayat Samiti, Tihidi. 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**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY THE TENDERER**

- | | |
|--|--------|
| ❖ Is the tenderer currently involved in any litigation relating to the works. | Yes/No |
| ❖ If yes: - give details | |
| ❖ Has the tenderer or any of its constituent Partners been debarred/expelled by any agency in India during the last 5 years. | Yes/No |
| ❖ 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 |
| ❖ If yes, give details. | |

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

Signature of Tenderer

SCHEDULE - C**AFFIDAVIT**

- The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
- The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any road/bridge/irrigation/Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
- The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
- 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.
- The undersigned undertake that in case of any information furnished by me found to be incorrect the BDO, has right to reject the Bid.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date:-

Contractor


Block Development Officer

SCHEDULE – D**RELATIONSHIP DECLARATION**

TO

The Tender Inviting Officer,

Subject : (Name of the Work)

Ref : (Bid reference number)

Sir,

Pursuant to clause 2.2 of the ITB, it is to inform that I have relative(s) employed as an officer in the rank of an Assistant Engineer and above under the _____ Department. His (Their) details are as follows.

Relationship
Name
Designation
Office
Address

Pursuant to clause 2.3 of ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazette officer on the rank of an Assistant Engineer and above in the _____ Department.

| Sl No | Name of the employee and his designation in the firm | Presently working as | Details of his relatives working in the Department |
|-------|--|----------------------|--|
| | | | Relationship Name Designation Office Address |
| | | | Relationship Name Designation Office Address |

I am also duly bound to inform the relationship of any subsequent employment with any gazette officer in the rank of an Assistant Engineer and above in the _____ Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

No of pages: (.....) including cover page.

Yours Sincerely

Signature of the Tenderer

Date:-

Block Development Officer,

Tihidi.

Contractor


Block Development Officer