



**GOVERNMENT OF ODISHA  
P.R. & D.W. DEPARTMENT**

**PANCHAYAT SAMITI,  
BANARPAL, ANGUL**

**BID DOCUMENT**

**02/ BDOBNRPL/ANGUL/2025-26**

**FOR THE WORK**

**Construction Of Hostel Boundary wall at Tentoloi  
Ashram School, Kukudang GP**

**CHECK LIST TO BE FILLED UP AND SUBMITTED BY THE BIDDER**

Name of the work: -

Name of the Contractor: -

House No./ Plot No.: -

AT: -

P.O: -

P.S: -

District: -

State: -

PIN: -

| <u>Sl.<br/>No</u> | <u>Particulars</u>                                                                                                       | <u>Whether<br/>furnished</u> |    |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------|----|
|                   |                                                                                                                          | YES                          | NO |
| 1                 | Cost of tender paper amounting to Rs 6000/- shall be enclosed in original in shape of DD drawn in any nationalized bank. |                              |    |
| 2                 | Earnest Money Deposit                                                                                                    |                              |    |
| 3                 | Contractor's Registration Certificate (License)                                                                          |                              |    |
| 4                 | Copy of valid GST clearance certificate                                                                                  |                              |    |
| 5                 | Copy of PAN Card                                                                                                         |                              |    |
| 6                 | Certificate of Tools and Plants                                                                                          |                              |    |
| 7                 | Complete filled in and duly certified Annexure-A, Annexure-B, Annexure-C(Optional), Annexure-E                           |                              |    |
| 8                 | No Relationship Certificate in Annexure-D                                                                                |                              |    |
| 9                 | A declaration to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.     |                              |    |
| 10                | Affidavit regarding authenticity of the credentials                                                                      |                              |    |
| 11                | Past Performance of the Contractor in the Prescribed Proforma.                                                           |                              |    |
| 12                | Attested Copies of Cast Certificate for ST/SC Contractor/ Affidavit claiming ST/SC                                       |                              |    |
| 13                | Signed Copy of DTCN and Price bid duly filled in & Signed by the bidder                                                  |                              |    |
| 14                | Bidder Contact Address Filling Mandatory.                                                                                |                              |    |

Signature of Tenderer

### **Terms and condition:-**

1. The Tender Paper can be downloaded from date **20.12.2025** to **03.01.2026** from the website **[www.angul.odisha.gov.in](http://www.angul.odisha.gov.in)**
2. The sealed Tender Paper will be received on official working days from **10.30 AM to 05.00 PM** from date **20.12.2025** to **05.01.2026**. The same should be submitted either through registered/ speed post addressing to the BDO, Banarpal. The sealed envelope shall be super scribed as "Tender Paper". (Name of the Project). The undersigned will not be held responsible for any delay in the postal service.
3. The Tender Paper will be opened at **11.00 AM** on date **06.01.2026** in presence of the bidders or their authorized representatives and Block tender committee. (The Representative must be authorized by the Bidder)
4. Earnest Money Deposit must be accompanied with the bid document of works Department Govt. of Odisha.
5. The following documents should be furnished along with the tender paper failing which the tender is liable for rejection.
  - a. Self-Attested copy of the contractor valid registration certificate.
  - b. Attested copy of PAN CARD/GST clearance Certificate.
  - c. Demand Draft (Nonrefundable) amounting to Rs.6000/- drawn in any nationalized Bank in favor of BDO Banarpal.
  - d. Attested copy of caste certificate for SC/ST contractor desirous of availing preference.
  - e. Signed copy of DTCN and price bid duly filled in and signed by the tenderer.
  - f. An affidavit regarding authenticity of the credentials.
  - g. Name of the Project will be mentioned in cover of the Envelope.
  - h. Mailing address of registered office/site office of the bidders for future correspondence.
  - i. Attested copy of all related documents of Tools/Machineries/Plants should be submitted
  - j. Documents should be self-attested.
6. An affidavit in support of the authority of document including No Relation Certificate and detail work programme should be attached with the Tender Paper.
7. The Contractor must have executed similar nature of works and financial turn over in last three years. The tenderers are required to submit the list of T & P Possessed; list of works executed and successfully completed the Civil works during last three years. The above information should be certified by the concerned authority not below the rank of BDO/ Executive Engineer.
8. If the rate quoted by the Tenderers is found to be same, Tender Committee will decide the Tender as per OPWD Code Provisions.
9. Excess bid amount quoted by the bidder, if any, in respect of any work shall not be accepted.
10. The authority Reserves the rights to reject or cancel any or all the Tender without assigning any reason thereof.
11. All the tenders where rate quoted is 15% (or more than 15%) less than the scheduled rate will be rejected.
12. The tender is to be submitted in sealed envelope with all documents described and required as per the relevant clauses of the DTCN and Special Conditions if any. The envelope to be superscripted as the bid of

Signature of Tenderer

the work as mentioned in column No.3 of the Tender Call notice.

- 13 The Projects must be completed within the scheduled period of time, irrespective of receipt of allotment under the scheme.
- 14 SC/ST Tenders can avail facilities as per Govt. circular.
- 15 The bidder shall have to furnish an affidavit along with the bid regarding the authenticity of the bid document.
- 16 Additional performance Security deposit shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount as specified in item no.5 of Bid Identification no.03 as Additional performance Security (APS) in shape of Demand Draft/ Term Deposit Receipt pledged in favour of Block Development Officer, Banarpal within Seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder.
- 17 All bids received will remain valid for a period of 90 days from the last date of receipt of bids and the validity of the bids can also be extended, if agreed to by the bidders with the Department.
- 18 If the L-1 bidder does not turn up for agreement after finalization of tender, then she/he shall be debarred from participation in bidding for three years and action will be taken to blacklist the bidder. In that case L-2 bidder if fulfill, other required criteria would be called for drawing agreement for execution of work subject to the condition, that L-2 bidder negotiate at per with the rate quoted by the L-1 bidder otherwise tender will be Cancelled.
- 19 The rates to be quoted by the contractor shall be excluding GST. The implementation of the GST rules by the Govt. of Odisha is to be accepted by the bidder at any point of time.
- 20 Payment of work bill(S) will be made on receipt of allotment under the Scheme (Project allocation wise).

**Signature of Contractor**

  
**Block Development Officer,**  
**Banarpal**

**Signature of Tenderer**

**GOVERNMENT OF ODISHA  
DEPARTMENT OF PANCHYAT RAJ  
INVITATION FOR BIDS (IFB) IDENTIFICATION NO 02/ BDOB NRPL/ANGUL/2025-26  
BLOCK DEVELOPMENT OFFICER, BANARPAL  
DETAILED TENDER CALL NOTICE**

1. The Block Development Officer, Banarpal on behalf of Government of Orissa invites Percentage rate basis bids for execution of Civil works as detailed in the ANNEXURE 'A' from the Class of bidders registered with the State Government and bidders of equivalent Grade/Class registered for execution of Civil works on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the works annexed hereto.
2. Bid document consisting of plan, specification, the schedule of quantities and the set of items and conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except in Sundays and Public holidays till the last date of sale and receipt of bid documents.
3. Bids must be accompanied by original money receipt (Non-refundable) of bid document specified for the work as mentioned in the Col. No.6 of the ANNEXURE 'A' failing which the bid shall be liable for rejection. Bidders desirous to hire machinery or equipment from outside the State are required to furnish 2% of the amount put to bid as bid security.
4. The bid document can be downloaded from 20.12.2025 to 03.01.2026 and the bid documents shall be received from **10.30 AM to 05.00 PM** Only on working days from 20.12.2025 to 05.01.2026.
5. Bid information's can be obtained from website [www.angul.odisha.gov.in](http://www.angul.odisha.gov.in) .
6. The bid will be opened on **06.01.2025 at 11.00 AM** at Conference Hall in the office of the Block Development Officer, BANARPAL in the presence of the bidders who wish to attend. If the office happens to be closed on the last date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and same venue.
7. The value of the work put to bid is Rs. As per Col. No.5 of **ANNEXURE – 'A'**.
  - A) The bid document needs to be completed and submitted with copies of all the documents as required in the Invitation For Bids (IFB). Following is the summary of the copies of documents required to be submitted along with the completed bid document.
  - B) Contractor's Registration Certificate (License)
  - c) E.M.D. in the prescribed mode as required under clause 11 of DTCN.

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- D) GST Registration Certificate of the bidder along with GST clearance Certificate in Form 612 as required under clause 14 of DTCN.
  - E) Pan Card issued by the Income Tax Authority as required under clause 29 of DTCN.
  - F) An affidavit regarding authenticity of the credentials as required under clause 25 of DTCN.
  - G) A declaration to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.
  - H) List of T & P/Vehicles/machineries in the prescribed proforma as required under clause 63 of DTCN.
  - I) Past performance of the Contractor in the prescribed proforma as required under clause 59 of DTCN.
  - J) No relationship certificate in the prescribed Proforma as required under clause 60 of DTCN.
  - K) Compliance to qualifying criteria if any.
  - L) The mailing address of Registered Office/Site office of the bidder as required under clause 30 of DTCN.
  - M) Signed Copy of DTCN and Price bid duly filled is & Signed by the bidder.
  - N) Attested Copies of Cast Certificate in case for ST/SC Contractor.
  - O) Name of the Project & Sl. No. will be Superscribed in cover of the envelop.
  - P) Attested copy of all related documents of Tools/Machineries/Plants should be submitted.
  - Q) All Documents should be self attested
8. The EMD will be forfeited if the bidder backs out from the offer before acceptance of bid by the competent authority as concurred in by Law Deptt. & Finance Deptt. In their UOR No. 848/L dt. 31.05.97 & UOR No. 202/WFD dt. 6.3.98 respectively. (Works Deptt. Memo No. 9101/dt.30.03.98)

**Signature of Contractor**

  
**Block Development Officer,  
 Baharpal**

**Signature of Tenderer**

## **CONTRACT DATA**

### **A. GENERAL INFORMATION**

| Sl | Particulars                           | Details                                                                       |
|----|---------------------------------------|-------------------------------------------------------------------------------|
| 1  | Bid Identification No.                | 02/ BDOBNRPL/ANGUL/2025-26                                                    |
| 2  | Name of the Work                      | "Construction Of Hostel Boundary wall at Tentoloi Ashram School, Kukudang GP" |
| 3  | Tender Inviting Authority             | Block Development Officer, Banarpal                                           |
| 4  | Accepting Authority                   | Block Development Officer, Banarpal                                           |
| 5  | Estimated Cost (amount put to tender) | Rs. 10 ,05 ,082.00 /- (Approx)                                                |

### **B. BID INFORMATION**

|    |                                                                                              |                                                                           |
|----|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 6  | Intended completion period/Time period assigned for Completion                               | 6(SIX) Calander Months                                                    |
| 7  | Last Date & time of submission of Technical Bid and Financial Bid<br>(Clause No. 4 of DTCN.) | Time:05.00PM                                                              |
|    |                                                                                              | Date:05/01/2026                                                           |
| 8  | Cost of Bid Document                                                                         |                                                                           |
|    | i Amount                                                                                     | 6000.00                                                                   |
| 9  | Bid Security                                                                                 |                                                                           |
|    | i Amount                                                                                     | 10050.00/- (Rupees Ten thousand fifty rupees) only                        |
|    | ii Pledged in favour of                                                                      | Block Development Officer, BANARPAL                                       |
|    | iii Demand Draft                                                                             | Drawn in favor of Block Development Officer BANARPAL, payable at BANARPAL |
|    | iv Type of instrument                                                                        | As specified in the Bid document                                          |
| 10 | Bid validity period                                                                          | 180 days                                                                  |
| 11 | Currency of Contract                                                                         | Indian Rupees                                                             |
| 12 | Language of Contract                                                                         | English                                                                   |

  
**Block development officer**  
**BANARPAL**

Signature of Tenderer

**PANCHAYAT SAMITI OFFICE: BANARPAL**  
**INVITATIONS FOR BIDS (IFB)**

Bid Identification No-02/ BDOBNRPL/ANGUL/2025-26

**TENDER CALL NOTICE NO- (02) of 2025-26**

1. **The Block Development Officer, Banarpal** on behalf of the Governor of Odisha invites **Percentage rate composite bid** in sealed double cover system, One sealed Cover containing technical bid & other sealed cover containing financial bid for the works as detailed in the table, from the class of eligible contractors as mentioned in Col.4(four) , registered with the State Government and contractors of equivalent grade / Class registered with Central Government/ MES / Railway, to be eventually drawn up in PWD P-I form, for execution of Building(**Composite work i.e Civil Work, P.H Work and E.I Works**).**The proof of registration from the** appropriate authority shall be enclosed along with the bid. If successful, the bidder who has not registered under State Government has to register under the State PWD in appropriate class of eligibility before signing the agreement. Bidders may submit bids for any or all the following works.

| Sl. No | Name of works                                                                                                       | Approx. Value of work. (Rs. In lakhs) | Tendered Amount (Excl. GST) | Class of bidder | Bid Security (Rs.). | Cost of documents (Non-refundable) | Period of Completion |
|--------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------|-----------------|---------------------|------------------------------------|----------------------|
| 1      | 2                                                                                                                   | 3                                     | 3                           | 4               | 5                   | 6                                  | 7                    |
| 1      | Construction of classrooms and Lavatories of Anchalika Degree College, Talmul GP                                    | 80.00                                 | 6644816.00                  | 'B'             | 66448.00            | 10000.00                           | 12 Months            |
| 2      | Construction Of Additional Class Room of Santarapur Nuasahi project UP School, Santarapur KHA GP                    | 18.33                                 | 1521240.00                  | 'C' & 'D'       | 15212.00            | 6000.00                            | 06 Months            |
| 3      | Construction Of Additional Classroom at Tantulihata PUPS, Budhapanka GP                                             | 18.33                                 | 1521240.00                  | 'C' & 'D'       | 15212.00            | 6000.00                            | 06 Months            |
| 4      | Construction Of Additional Class Room at CPP Munda Hutting PPS, Kulad GP                                            | 18.33                                 | 1521240.00                  | 'C' & 'D'       | 15212.00            | 6000.00                            | 06 Months            |
| 5      | Construction Of Additional Class Room with compound wall of Ghunchapal Sevashram school at Ghunchapal of Kurudol GP | 20.00                                 | 1686319.00                  | 'C' & 'D'       | 16863.00            | 6000.00                            | 06 Months            |
| 6      | Construction Of Hostel Boundary wall at Tentoloi Ashram School, Kukudang GP                                         | 12.00                                 | 1005082.00                  | 'C' & 'D'       | 10050.00            | 6000.00                            | 06 Months            |

- I. Bid documents consisting of plans, specification, the schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the office of the Panchayat Samit, Banarpal during office hours every day except on Sunday & Public holidays till last date of sale and receipt of tender paper. Interested bidders may obtain further information at the same address.
- II. Bids must be accompanied with E.M.D. (Bid Security) of the amount specified for the work in

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the table at Col.5 above in shape of N.S.C./K.V.P./P.O.T.D / Post Office Savings Pass Book / Deposit receipt of any Scheduled Bank (Valid minimum one year from the date of receipt) duly pledged in favor of Block Development Officer, Banarpal. Bids without E.M.D. or in other shape will not be considered and liable for rejection.

- III. **N.B:- E.M.D. in shape of Cash / Pay Orders or Bankers Cheques / Bank Draft is not acceptable.**
- IV. .The sale of the bid document shall start from **dt.20.12.2025** in the office of the Block Development Officer, Banarpal during office hour. The cost of bid document as mentioned in col. No-6 has to be paid by each bidder in shape of demand draft drawn in favor of Block Development Officer, Banarpal from any nationalized bank. The of bid document will be closed at **5.00 P.M on dt. 03.01.2026**. Last date of receipt of the Bid document is on dated **05.01.2026 up to 5.00 p.m.** by speed Post/Registered post only. The bid document may also be downloaded from website [www.angul.odisha.gov.in](http://www.angul.odisha.gov.in) during this period. The intending tenderers down loading the tender document has to pay the cost of tender paper as mentioned in col. No-6 in shape of demand draft payable at SBI, Banarpal in favour of Block Development Officer, Banarpal.
- V. Bidders shall submit original affidavit regarding authenticity of their documents and 1 % (One Percent) E.M.D. along with their bids. Bids shall be accompanied with attested true copy of valid registration certificate, GSTIN and PAN card, otherwise his/her bids shall be declared as non-responsive and thus liable for rejection. The original certificates of the lowest bidder are to be produced before Block Development Officer, Banarpal for verification.
- VI. Bidders can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection.
- VII. Engineering Contractor desirous to avail the facility of exemption of E.M.D. is required to submit affidavit to the effect that he/she has not yet availed the facility for more than two works during the current financial year, failing which his/her tender will be rejected.
- VIII. The bid will be opened **at 11. 00 A.M. on dt. 06.01.2026** in the office/conference hall of the undersigned, in the presence of the bidders or their authorized representatives, who wish to attend. If the office happens to be closed on the last date of sale and receipt / opening of the bids as specified, the bid will be sold and received / opened on the next working day at the same time and venue.
- IX. If the rate quoted by a bidder is less than 15% of tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimal up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the tender inviting authority/ his authorized representative and Accounts Officer of Block will remain

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present.

- X. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish as Additional Performance Security as per Govt. of Odisha, Works Department Office Memorandum No-4559 dt 05.04.2021 in shape of Demand Draft/Term deposit Receipt pledged in favour of Block Development Officer within 7(seven) days otherwise the bid shall be cancelled and the security deposit be forfeited. Further proceeding for blacklisting shall be initiated against the bidder.
- XI. For building and other Construction Workers Welfare Cess @ 1% (One Percentage) of the cost of construction shall be deducted from bills.
- XII. Other details can be seen in the bidding documents.
- XIII. **The undersigned reserves the right to cancel/reject in partly/fully or all tenders without assigning any reasons thereof.**

  
**BLOCK DEVELOPMENT OFFICER  
BANARPAL**

Signature of Tenderer

## OFFICE OF THE PANCHAYAT SAMITI, BANARPAL.

### DETAILED TENDER CALL NOTICE (DTCN)

1. Sealed percentage rate bids are invited in two cover system from 'C' & "B" class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of civil works on production of definite proof from the appropriate authority. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM F2 (now name as P1) for **"Construction Of Hostel Boundary wall at Tentoloi Ashram School, Kukudang GP of Banarpal Block"**.
2. Bids must be delivered by registered post/speed post only.
3. The sale of the Bid document shall start from dt.**20.12.2025** and close on dt. **03.01.2026 up to 5.00P.M.**
4. The tender will be opened by the B.D.O, Banarpal in the office/conference hall of the Panchayat Samiti, Banarpal on dated **06.01.2026 at 11.00 A.M.** in the presence of the bidders or their authorized representatives who wish to attend.
5. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST Registration No. and PAN card, and the original certificates are to be produced within 2 (two) days of opening of bid documents of the tender before B.D.O, Banarpal for verification & the Engineer contractor must be produced for entering the exemption of E.M.D. during opening of the tender before B.D.O, Banarpal otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Tenderer represented through Power of Attorney holder should ensure that the Power of Attorney is duly registered containing the photographs of both the license holder and the person to whom the Power of Attorney is given otherwise the tender will be rejected.
6. If an individual makes the application, the individual should sign above his/she full type written name and current address.
7. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his/she firm with its current address.
8. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
9. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.
10. The bid must be accompanied by E.M.D. of 1% of amount put to tender, rounded to nearest hundred rupees along with tender in the form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the B.D.O, Banarpal and payable at Banarpal as

Signature of Tenderer

per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with EMD as specified above shall be liable for rejection.

**N.B.:- Bank draft/ Pay orders or Banker's cheque from any schedule bank in favour of B.D.O, Banarpal shall not be considered as E.M.D.**

11. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the O. P. W. D. Code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application.
12. The prescribed form along with other Bid documents can be obtained from the office of the Block Development Officer, Banarpal on payment of requisite cost as stipulated in the IFB (above) in shape of Demand draft drawn on any Nationalized Bank in favour of the B.D.O, Banarpal payable at Banarpal. The amount is not refundable. Tender must be submitted in sealed covers **without writing their name on the outer cover** containing the Bid documents. The envelope containing the bid document should be super-scribed with the **"Name of work"** only.
13. Bidding documents requested by mail will be dispatched by registered / speed post on payment of an extra amount of **Rs.500.00** (Rupees five hundred) only over the cost of the document. The BDO, Banarpal will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
14. 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.
15. No tender document will be sold to the intending tenderers after the scheduled date and time fixed for the purpose.
16. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicant's name should appear on each page of the tender documents along with his signature or the signature of his authorized representative at the bottom of each page.
17. The works are to be completed in all respects within given **6 calendar** months including rainy season from the date of issue of work order. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
18. Submission of more than one tender by a bidder for a particular tender will liable for rejection of all such tender papers.
19. **In the case of Percentage Rate Tenders, only Percentage quoted shall be considered. Percentage quoted by the Contractor shall be accurately filled in figures and words, so that there is no discrepancy.**

**The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to one decimal point only. If, he/she writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. Where the Contractor has omitted to quote the rates either in figures or in words, the Officer opening the tender should record the omission.**

Signature of Tenderer

That if any discrepancy is found in percentage quoted in words and figures or the total rate quoted by the Contractor, the following procedure shall be followed: -

- (i) If any discrepancy is found in percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.
  - (ii) If any discrepancy is found in the percentage quoted in percentage excess/ less and total rate quoted by the Contractor, then percentage will be taken as correct.
  - (iii) The 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.
  - (iv) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should made by making out, initialing, dating and rewriting.
  - (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) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
20. 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.
21. The tenderers shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings & codes which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained.
22. The drawing furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates noted by the tenderer will hold well 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.
23. Every tenderer is expected before quoting his rates to inspect the site of the proposed

Signature of Tenderer

work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

24. The tender at the discretion of the competent authority may not be considered unless accompanied by the attested true copies of the income tax clearance certificate, Pan card, GST clearance certificate, VAT clearance certificate/ non-assessment certificate as the case may be and the original certificates are to be produced before the Block Development Officer, Banarpal at the time of execution of F2 (now name as P1) agreement for verification.
25. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish as Additional Performance Security as per Govt. of Odisha, Works Department Office Memorandum No-4559 dt 05.04.2021 in shape of Demand Draft/Term deposit Receipt pledged in favour of Block Development Officer within 7(seven) days otherwise the bid shall be cancelled and the security deposit be forfeited. Further proceeding for blacklisting shall be initiated against the bidder.
26. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
27. The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.
28. Schedule of quantities are accompanied in bills of quantity. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

29. The P.R Deptt reserves the rights of authority to reject any or all the tenders received without assigning any reasons what-so-ever.
30. The tenderers whose tender is selected for acceptance of his tender make an initial security deposit in form of National Savings Certificate / Kissan Vikash Patra / Postal office time deposit / Post office savings Pass Book/ Deposit Receipt at any scheduled bank duly pledged in favour of the B.D.O, Banarpal and in no other form which include the amount already deposited as earnest money shall be 2 % of the value of the tendered amount and sign the agreement in the P. W. D. form No. F-2 (now name as P-1) (Schedule XLV No. 61) for the fulfillment of the contract in the office of the B.D.O, Banarpal or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of F-2 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money .No tender shall be finally accepted until the required amount of security money is deposited .The written agreement to be entered in between the contractor and the Govt. and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Govt. The security deposit will be refunded after twelve months of completion of the work and payment of the final bill and will not carry any interest .In case of tenderers who have fixed deposit; necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
31. As concurred in by Law Department & Finance Department In their U.S.R. No 848 dtd.21.05.97J.O.R.No.202W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
32. 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 as uitinregard to the matter by this contract at any place out side the State of Odisha.
33. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
34. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.- VIII R 8 / 5225 ,Dtd. –26.02.55 and No. -IIM 56 / 628842 (5) Dtd.-27.09.61 as amended from time to time.
35. In case of any complaint by the laborers working about the non-payment or less payment of his wages as per latest minimum Wages Act, the Project Director will have the right to investigate and if the contractor is found to be in fault, he may recover

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such amount due from the contractor and pay such amount to the labourer directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Project Director is final and binding on the contractor.

36. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
  - a) Rent, royalties and other charges of materials, Octopi duty, all other taxes including GST, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
  - b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
  - c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
  - d) Fees and duties levied by the municipal/ NAC/ Panchayat/ canal or water supply authorities.
  - e) Suitable equipments and wearing apparatus for the labour engaged in risky operations.
  - f) Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
  - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.
  - h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
37. After the work is finalized, all surplus materials, all rubbish, debris should be removed from the site of work. Preliminary works such as vats, mixing platforms etc. should be dismantled and all material removed from the site and premises left neat and clean, this should be inclusive of the rates.
38. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.

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39. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimated amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
40. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150dtd.25.11.57.
41. If any further necessary information is required, B.D.O, Banarpal will furnish such but it must be clearly understood that the tenders must be received in order and according to the instructions.

42. **No Relation certificate.**

The contractor shall furnish the following certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.R.Deptt. or Assistant Secretary & above in the said Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good to the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Annexure-II.**

43. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. An **affidavit** to this effect is to be furnished in **Annexure-V**. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Annexure-I.**

44. (i) The Contractors are required to furnish evidence of ownership/ leased deed of principal machineries/ equipment's in **Annexure-III.**

(ii) The tenderer should furnish along with their tender a list of works executed during the last five years duly certified by the concerned Engineer-in-Charge ( not below the rank of Executive Engineer/ equivalent ) indicating the satisfactory completion for works as per the proforma enclosed in a separate sheet of **Annexure-IV.**

(iii) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD

/Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a

**week time from the date of execution of Agreement.**

- (iv) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should cover the entire period of work.
45. Tenderers are required to go through each clause of P.W.D. Form F-2 (now name as P1) carefully in addition to the clause mentioned herein before tendering.
  46. Steel shuttering & centering or seasonal sal wood planks / bullahas shall be used which shall be lined with suitable sheeting and made leak proof and watertight.
  47. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
  48. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer, ZP. The contractor should arrange his own concrete mixer, vibrator, pump etc, for this purpose at his own cost.
  49. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg. Cost of empty cement bag @ Rs. 2.38 (Rupee two and thirty-eight paise) only per each should be deducted from the bill.
  50. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
  51. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
  52. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer, Banarpal subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will not be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full

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- penalty as per clause of F-2 agreement.
53. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
54. All the materials which are to be supplied from block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/ M.S Angles, Tees and Joists etc. After the issue from the store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
55. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
56. Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
57. 1.03 % or 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.
58. 1% of the gross amount of the bill will be deducted from the contractor's bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
59. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the Block Development Officer, Banarpal with their bills, failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
60. No part of the contract shall be sublet without written permission of the Block Development Officer, Banarpal or transfer be made by power of Attorney authorizing other to receive payment on the contractor's behalf.
61. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
62. The rates quoted by the contractor shall cover the latest approved rates of

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- labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the work site etc. are the responsibility of the contractor.
63. 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.
  64. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
  65. The contractor shall not interfere with the execution of water supply or Electric fitting arrangements and any other work entrusted to any other agency by the department at any time during the progress of the work.
  66. The contractor will have to arrange for water supply for all works and make sanitary arrangements at own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
  67. Belling out water from the foundation either rain water or sub soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars, profiles and benching and leveling ground where required. The rates quoted should be the items of work inclusive of this incidental items of work.
  68. All the quantities mentioned in the schedule are combination for ground floor land multi floors in case multi storied buildings the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individual items.
  69. All fittings for doors and windows if supplied by the contractor should be best quality and should be got approved by the Executive Engineer before their use on the work.
  70. **Payment for variation in price** - (Vide Works Department Memorandum No- 12073 /W dt. 7.4.1986 and No- 21369 dt.25.09.91)

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

tender was opened, as per the formula indicated below:-

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

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_o)}{i_o}$$

$V_m$  = 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.

$i_o$  = 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.  $P_m$  = Percentage of materials component as per sub-clause of this clause.

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

$$V_l = 0.75 \times \frac{P_l}{100} \times R \times \frac{(i - i_o)}{i_o}$$

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

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

$i_o$  = 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.  $P_l$  = Percentage of labour component (as per sub-clause).

- 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 therefor by the Government of India and the Contractor thereupon necessarily and properly pays



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

such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

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

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

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

D<sub>1</sub> = Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D<sub>2</sub> = Average Price per liter of diesel oil which is fixed during the quarter under consideration. K<sub>2</sub> = Percentage of P. O. L. component as per sub-clause.

- 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.

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

- 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 terms of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement

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is less than one year, no escalation is admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variations is admissible only for the remaining period after excluding the one year period thereof, provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from"

- 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 any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of any alteration in the price of such material, wages of labour and/ or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with an information relating their to which he may be in a position to supply.

71. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
72. Department will not supply any materials what so ever for the work. The tenderers shall be financially solvent and stable for advance procurement of all materials required for the work vide Govt. of Odisha, Finance Department Memo No.48443/F Code-46/95 dt.11.12.1995.
73. All reinforcement cement concrete works like lintels, column, beam, chajja, roof slab, grid slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
74. No claim for carriage of water what-so-ever will be entertained.
75. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
76. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
77. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
78. **Sample of all material** - The contractor shall supply sample of all materials fully before

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procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer. Charges for testing will be borne by the contractor.

79. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause II of the P-1 Contract.
80. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in **Odisha Detailed Standard Specification, Odisha P.W.D. Code, National Building code and CPWD specifications are also binding** on the part of the contractor.
81. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge
82. In the event of any delay in the supply of Department machineries for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
83. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Addl. P.D (Tech) shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department. An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill .All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor .The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer –in-charge when any plant or machinery goes out of order requiring major repairs .The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work .The

machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be livable. These charges will be fixed by the Engineer-in-charge from time to time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge. The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed. The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site. If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

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

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Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and/or fails to sign the logbook, the

decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

## **AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS .**

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

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

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

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

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

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

#### SCHEDULE

| Serial No. | Description and Name of The articles. | No. | Amount of hire per hour. | Remarks. |
|------------|---------------------------------------|-----|--------------------------|----------|
|            |                                       |     |                          |          |

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

Signed by:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed sealed and delivered in the presence of

1. \_\_\_\_\_ 2. \_\_\_\_\_

84. Under Section 12 of the contract labour regulation and abolition Act 1970 the contractor who undertakes execution of work through labour should be produced valid license from licensing authority of labour Department.
85. The K.B. brick should be well burnt and good quality. The bricks should be approved by the Engineer-in-charge before use in the work and should confirm the minimum strength as per National Building Code.
86. Super class contractor shall employ under himself two Graduate Engineer and two Diploma

Signature of Tenderer

holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa . Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor .The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him (vide Works Department No. Codes M-22/91-15384 dated 9.7.91).

87. 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.
88. If further necessary information is required the Executive Engineer, (R&B) Division, Angul will furnish such, it must be clear understood that the tender must be received in order and according to the instruction.
89. The contractor should arrange the materials like Steel, Cement 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.
90. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel bitumen and every sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
91. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks )in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
92. **Amendment of existing Clauses :-** By admission of a tender for the work , a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken into account all conditions and difficulties that may be

Signature of Tenderer

- encountered during its progress and to have quoted rates and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in – Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
93. 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, damaged and repairs occasioned or rendered necessary to the same by fire or other clauses and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damages to properly 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 and damages so caused will have to be made good by the contractor at his own cost.
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 DRDA. 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 been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the DRDA. and shall not be removed from the site of work without written permission of the Engineer (Addl.PD Tech) and to be submitted to the Engineer-in-charge every month.
95. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper block form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10<sup>th</sup> and 16<sup>th</sup> days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim book is the property of the block and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
96. Number of tests as specified in I.R.C./MORT&H/I.S. specification required for the construction of roads /bridges /buildings or any other structural works will be conducted in any Govt. Test House /

Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor.

The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

97. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of super tending Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-hornetc.
98. The tenderer should furnish information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **Annexure-V**.
99. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisagedwork.
100. The contractors / Firms shall be responsible for the defect liability period for three years from the date of completion of the project.
101. In case the 1<sup>st</sup> lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising thetenderer.
107. Specialconditions.
  - (a) The tenderers while submitting their documents along with the rates of items of Tender will submit an affidavit that all the documents and papers submitted by him are genuine and authentic including the Bank Guarantee submitted byhim.
  - (b) After completion of the road in all respects road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-hornetc.
  - (c) In case the contractor proposed to engage machineries/equipments as asked for this work own or hired but deployed outside the state he/she is required to furnish additional 1% E.M.D./Bid security. The entire Bid security including the additional Bid security shall be stand forfeited in case the contractor failed to mobilize the machineries with the stipulated time as perthe Bid documents.
  - (c) The tenderer intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease alongwith the contracts/agreements/lease deed and duration of such contract.
108. ADDENDUM TO THE CONDITION OF P1CONTRACT  
**Clause-2(a) of P1 Contract:-TIME CONTROL:-**  
**2.1. Progress of work and Re-schedulingprogramme.**  
**2.1.1.** The Executive Engineer / Engineer- in- Charge shall issue the letter of acceptance to the

Signature of Tenderer

successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate to **Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete,  $\frac{1}{4}$ <sup>th</sup> of the whole time allowed under the contract has elapsed,  $\frac{1}{2}$  of the whole of the work before  $\frac{1}{2}$  of the whole time allowed under the contract has elapsed,  $\frac{3}{4}$ <sup>th</sup> of the whole of the work before  $\frac{3}{4}$ <sup>th</sup> 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 modification to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

## **2.2. Extension of the Completion Date.**

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor

within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs

for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- i) Force major, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration ,shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

### **2.3. Compensation for Delay.**

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under

this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular

milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be

Withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

#### **2.4. Management Meetings.**

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

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

#### **Clause-2 (b) of Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa): -**

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

#### **2.5 Amendment as per letter No.8310 dt.17.5.2006 of Works department, Orissa**

No incentive should be paid for this work.

#### **2.6 Clause-31(a)(ii) of percentage Rate P1 Agreement:-Codal/contractual provisions for payment of differential cost of Steel, Cement & bitumen. (Amendment as per letter No.5608 dt 3.4.07 of Works Department, Orissa):-**

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 Government when the total claim is more than Rs.50, 000/- and with prior approval of the EIC/ Chief Engineer (as the case may be) when the claim is upto Rs.50, 000/-. Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor 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 manufacturer of cement inside the state. |

|         |       |                                               |
|---------|-------|-----------------------------------------------|
| Bitumen | ..... | Rate as fixed by Indian Oil Corporation(IOC). |
|---------|-------|-----------------------------------------------|

#### **Clause – 31(a)(iii) of P1 Contract:-**

Where 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 Government when the total claim is more than Rs.50,000/- and with prior approval of the EIC/Chief Engineer (as the case may be) when the claim is upto Rs.50,000/- subject to the fulfilment 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 manufacturer of cement inside the state. |
| Bitumen..... | Rate as fixed by Indian Oil Corporation(IOC).                           |

- (i) Cost of the project should be more than Rs.50.00Lakhs. 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.
- (ii) Contractors have to submit the vouchers showing procurement from an authorized dealer for the said work within 28days before utilization of Steel, Cement & Bitumen.
- (iii) Differential cost will be allowed only for the original agreement period; but not for the extended period even though it might have been validly extended.
- (iv) Differential cost will be allowed only after successful completion of the work as per the approved work programme.
- (v) Stipulations contained in existing Clause31(f).

Recovery in case of decrease shall be made by concerned Executive Engineer from the contractor immediately.

**Clause-31(e) of P1 Contract:-**

Vide Works Department letter No.21369 Dt.25.9.91, the reimbursement/refund on variation in price of materials (except steel, cement & bitumen which will be governed as per Clause-31a-ii & a-iii), labour and P.O.L. as per sub clauses (a-i),

(b) and (c) respectively of this Clause-31 shall be applicable in the following manner:

"In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible. In case of work where the stipulated period of completion is one year and more, escalation on account of price variation would be admissible only for the remaining period after excluding the first one-year period thereof provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situation, where the period of completion is initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more escalation is admissible only for the remaining period after excluding the first one year period therefrom.

109. **SPECIAL**

**CONDITIONS:-**

The contractors/Firm shall be responsible for the defect liability period for **12 months** from the date of completion of the project.

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

**A) Required E.M.D** as per the **clause No.13.**

**B) Copy of valid Registration Certificate, Valid VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates, PAN card** along with the tender documents is **mandatory** and furnish the Original Registration certificate, VAT clearance certificate, Valid Service Tax registration certificate / Service Tax clearance certificate, certificates and Pan card, for verification within 2 (two) days of opening of the tender before **B.D.O Banarpal** as per **Clause No.08.**

C) **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by

the applicant in **Annexure-V** and **affidavit** to that effect including authentication of tender documents and Bank guarantee in **Annexure-I**.

D) Engineer contractor desirous to avail the facility of exemption of EMD is required to submit an **affidavit** to the effect that he/she has not yet availed the facility for more than two works during the current financial year.

The **name of work** for which and the authority to whom the tender have been submitted, must be mentioned in the affidavit failing, which the tender will be **rejected**.

N.B.:-

- Bidder can submit one tender paper for a particular work. Submission of more than one tender paper by a bidder for a particular tender will be liable for rejection of all such tender papers.
- If the contractor has omitted to quote the rate both in figures and words the Tender will be summarily rejected.

**Total: - 110 (One Hundred ten) clauses only**

**ANNEXURE – ‘A’**

**DESCRIPTION OF WORK PUT TO BID**

**Amount in Rupees.**

| <b>Sl. No.</b> | <b>Name of the Work</b> | <b>Value of work.</b> | <b>Addl. Place of sale &amp; receipt.</b> | <b>Security deposit</b> | <b>Cost of bid document</b> | <b>Period of Completion</b> | <b>Class of bidder entitled for the bid</b> |
|----------------|-------------------------|-----------------------|-------------------------------------------|-------------------------|-----------------------------|-----------------------------|---------------------------------------------|
| <b>1</b>       | <b>2</b>                | <b>3</b>              | <b>4</b>                                  | <b>5</b>                | <b>6</b>                    | <b>7</b>                    | <b>8</b>                                    |
|                |                         |                       |                                           |                         |                             |                             |                                             |

**Signature of Contractor**

## **ANNEXURE – ‘B’**

### **Undertaking to pay minimum wages to the labourers.**

**(Refer clause 41 read with clause 96 of DTCN.)**

I undertake to pay minimum wages per day as admissible to the labourers engaged by me. In case the Block Development Officer is satisfied that the minimum wages confirming to the Minimum Wages Act have not been paid, the differential amount, of which the decision of the Block Development Officer shall be final, conclusive and binding upon me, shall also become deductible from the bill(s) that has / have become due or may become due to me, for payment to the labourers who were under paid, in such manner as he B.D.O. may deem proper. The disbursement of minimum wages to the labourers means and includes the payment in shape of Cash / Food grain or both on proper acknowledgement in the Muster Rolls maintained by me. I further undertake to be accountable to the Department in accordance with the text of Clause 87 of DTCN in the event of works taken up under food for Programme work.

**Signature of Contractor**

**ANNEXURE – ‘C’(Optional)**

**PERFORMANCE RECORD OF CONTRACTOR (Optional)**

1. Name of the Contractor:
2. Registration No. and Date:
3. Class of Contractor :
4. Licencing Authority:
5. Licence valid upto :
6. Details of work executed:

| Sl. No. | Jobs under execution | Agreement amount | Date of commencement | Stipulated/ actual date of completion | Whether work is progressing as per programme (Percentage of progress) | Reasons for delay if any | Amount compensation levied for delayed completion if any. |
|---------|----------------------|------------------|----------------------|---------------------------------------|-----------------------------------------------------------------------|--------------------------|-----------------------------------------------------------|
| 1       | 2                    | 3                | 4                    | 5                                     | 6                                                                     | 7                        | 8                                                         |
|         |                      |                  |                      |                                       |                                                                       |                          |                                                           |
|         |                      |                  |                      |                                       |                                                                       |                          |                                                           |

**Name of the Certifying Officer**  
***With Official Seal.***

**Signature of the Bidder.**

**ANNEXURE – 'D'**

**Certificate of No Relationship as per Clause 52 of DTCN.**

I/we do hereby certify that I/We am / are not related to any officer of Block Office of the rank of Asst. Engineer and above I/We am/are aware that if facts subsequently proved to be false my/our contract will be rescinded with forfeiture of EMD & Security Deposit and I/We shall be liable to make good the loss or damages resulting from such cancellation.

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

**Signature of Contractor**

**ANNEXURE – ‘E’**

To  
THE BLOCK DEVELOPMENT OFFICER  
Banarpal, Angul

Sub: - List of T & P/Machineries/Vehicles.

Sir,  
As required under Clause No.111 of the Detailed Tender Call Notice, I am to furnish herewith the above information as mentioned below so as assess my capability to execute the work.

**List of T & P /Machineries/Vehicles**

| Sl. No. | Details of T & P/ Machineries / Vehicles the bidder owns | Make | Year of manufacture | Number (Unit) |
|---------|----------------------------------------------------------|------|---------------------|---------------|
| 1       |                                                          |      |                     |               |
| 2       |                                                          |      |                     |               |
| 3       |                                                          |      |                     |               |
| 4       |                                                          |      |                     |               |
| 5       |                                                          |      |                     |               |

Yours faithfully

Signature of the Bidder

**ANNEXURE – ‘F’**  
**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING**  
**EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY THE**  
**TENDERER**

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

Note:

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

Signature of Tenderer

**ANNEXURE – ‘G’**

**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm/ company/ individuals \_\_\_\_\_ nor any of its constituent partners have abandoned any road/bridge/Irrigation/ Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby 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.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

Title of Officer

Name of Firm

**BIDDER CONTACT ADDRESS FILLING**  
**MANDATORY**

1. Name.
2. Address.
3. e-mail ID.
4. Mobile No.
5. GSTIN No.
6. PAN No.

Signature of the Bidder

## **INSTRUCTIONS TO BIDDER**

1. Only "percentage quoted bid" of the bidder shall be considered.
2. Percentage quoted by the bidder shall be accurately filled in words and figure.
3. If any discrepancy is found between words and figure, rate quoted in words shall be taken as correct.
4. If any discrepancy is found in the percentage quoted in "percentage excess or less" and "Total amount quoted by the bidder" than the percentage shall be taken as accordingly the bid price shall be corrected which would be binding upon the bidder.
5. If the bidder quoted the percentage without mentioning excess or less and not supported with corresponding amount will be treated as excess.
6. The bidder shall write the percentage in excess or less up to one decimal point only. If the bidder writes the percentage up to two or more decimal point 1st decimal point shall only be considered without rounding off.
7. Where is the bidder omitted to quote the percentage either in words or figure the officer opening the bid should record the omission and the bid will be rejected.

  
**Block Development Officer,**  
**Banarpal**

**(For Office use only.)**

Number of over writings :  
Number of corrections :  
Number of omissions :  
EMD :  
GST :  
PAN CARD :  
NRC :  
Affidavit :  
Labour License :

**Sold on Payment of Rs.....Rupees..... only in**  
**shape of Demand draft towards cost of tender paper vide M/R**

**No.....Dt.....**

**Block Development Officer**  
**Banarpal**

**Abstract of cost for Construction of Hostel Boundary Wall at tentoloi Ashram School , GP-Kukudang, Block-Banarpal, Dist-Angul.**

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                    | QTY     | UNIT | RATE      | AMOUNT    |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------|-----------|-----------|
|     |                                                                                                                                                                                                                                                                                                                                |         |      |           | (Rs.)     |
|     | PART-A ( CIVIL )                                                                                                                                                                                                                                                                                                               |         |      |           |           |
| 1   | Dismantaleing brick or stone masonaryin lime or cement mortar under 3.00 mtr height includeing stacking usefull material for reuse within 50m lead                                                                                                                                                                             | 35.00   | Cum. | 1415.39   | 49538.00  |
| 2   | Foundation excavation in Earth work in hard soil within 50m. Initial lead and 1.5m initial lift including rough dressing and breaking clods to maximum 5cm to 7cm and laying in layer not exceeding 0.3m in depth and as per specification approved by the department etc. complete.etc, complete as per direction of Engg-in- | 51.320  | Cum. | 276.89    | 14,210.00 |
| 3   | Filling foundation and plinth with sand and well watered and rammed including cost, conveyance and royalty etc                                                                                                                                                                                                                 | 7.710   | Cum. | 652.20    | 5,028.00  |
| 4   | Cement concrete (1:3:6)with 40mm size CBHG metal                                                                                                                                                                                                                                                                               | 7.710   | Cum. | 6,099.46  | 47028.00  |
| 5   | Ist class Fly Ash brick masonry work in superstructure thoroughly soaked in water, with cement mortar (1:6) including scaffoldings ,racking out joints, curing etc complete as per specification/drawing and as per the direction of the Engineer-in-charge.                                                                   | 49.520  | Cum. | 5,619.58  | 278282.00 |
| 6   | Providing and Laying reinforcement Cement concrete (M 20) with 20 mm and down graded chips including cost all materials,labours,T & P,curing etc complete (excluding the cost of reinforcement & Centering, shuttering) as per direction of Engineer-in-charge.                                                                |         |      |           |           |
| i   | Column Footing                                                                                                                                                                                                                                                                                                                 | 8.400   | Cum. | 6,496.86  | 54,574.00 |
| ii  | Column                                                                                                                                                                                                                                                                                                                         | 4.430   | Cum. | 15,749.75 | 69,771.00 |
| iii | Plinth Beam/Tie Beam                                                                                                                                                                                                                                                                                                           | 11.250  | Cum. | 7,371.76  | 82,932.00 |
| 7   | Supplying, fitting and placing uncoated HYSD bar reinforcement complete in proper position including cost of binding wire 18 to 20 gauge as per direction of Engg.-in-Charge.                                                                                                                                                  |         |      |           |           |
| (i) | Ground Floor                                                                                                                                                                                                                                                                                                                   | 17.010  | Qtl  | 8,530.23  | 145099.00 |
| 8   | 12mm cement plaster in cement mortar (1:6)including necessary scaffolding curing etc. as per direction of Engg.-in-Charge.                                                                                                                                                                                                     |         |      |           |           |
| (i) | Ground Floor                                                                                                                                                                                                                                                                                                                   | 253.000 | Sqm  | 191.54    | 48,459.00 |

| Sl.          | DESCRIPTION                                                                                                                       | QTY     | UNIT | RATE   | AMOUNT       |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------|---------|------|--------|--------------|
|              |                                                                                                                                   |         |      |        | (Rs.)        |
| 9            | 16mm thick cement plaster in cement mortar (1:6) including necessary scaffolding curing etc. as per direction of Engg.-in-Charge. |         |      |        |              |
|              | (i) Ground Floor                                                                                                                  | 253.000 | Sqm  | 276.17 | 69,871.00    |
| 10           | Wall Painting two coats on new work with weather coat paint of approved shade as per direction of Engg - in -Charge.              |         |      |        |              |
|              | (i) Ground Floor                                                                                                                  | 506.000 | Sqm  | 98.51  | 49,846.00    |
| 11           | Wall Priming one coats on new work with wall water bound primer of approved shade as per direction of Engg-in-Charge .            |         |      |        |              |
|              | (i) Ground Floor                                                                                                                  | 506.000 | Sqm  | 77.88  | 39,407.00    |
| 12           | Barbed Wire Fencing                                                                                                               | 352.00  | kg   | 119.50 | 42064.00     |
| 13           | 25 mm GI Angle using in Barbed Fencing Post                                                                                       | 9.00    | Nos  | 997.00 | 8,973.00     |
|              |                                                                                                                                   |         |      |        |              |
| Subtotal (A) |                                                                                                                                   |         |      | Rs.    | 10,05,082.00 |