GOVT. OF ODISHA

PANCHAYAT SAMITI,CHHENDIPADA

Name of the Work: Construction of AWC Building at Patrapada-2

Estimated Cost: ₹ 20,00,000.00

Head of Account: DMF

Name of the Block: Chhendipada

Name of the G.P: Patrapada

Name of the District: Angul

Year: 2025-26

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GOVERNMENT OF ODISHA
DEPARTMENT OF P.R & D.W
INVITATION FOR BIDS (IFB)
IDENTIFICATION No: - CHIB- 03 / 2025-26
E-mail address: - ori-chendipada@nic.in

1. **The Block Development Officer, Chhendipada** on behalf of the Governor of Orissa invites **Percentage rate bid** in single cover system 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. 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)	Class of contractor	Bid Security (Rs.).	Cost of documents (Non-refundable)	Period of completion
1	2	3	4	5	6	7
1	Construction of Kalyan Mandap at Chhendipada.	48.61	"B"	49000	6,000.00	Six Calendar months
2	Construction of Kalyan Mandap at Tukuda	48.61	"B"	49000	6,000.00	Six Calendar months
3	Construction of AWC Building at Bakala.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
4	Construction of AWC Building at Jhintipal,Korada Gp.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
5	Construction of AWC Building at Machhakuta-II	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
6	Construction of Building for Cultural Activities at Chhendipada Gp.	15.81	"C" & "D"	15000	6,000.00	Six Calendar months
7	Construction of AWC Building at Tukuda Mahar Sahi.	14.88	"C" & "D"	16000	6,000.00	Six Calendar months
8	Construction of AWC Building at Sapoinali.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
9	Construction of AWC Building at Ogi Mali Sahi.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
10	Construction of AWC Building at JD Sahi-1,JD Sahi Gp.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
11	Construction of AWC Building at Bazarsahi-1,Paranga GP.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
12	Construction of AWC Building at Balipata-3.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
13	Construction of AWC Building at Gohirapasi.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
14	Construction of AWC Building at Jamunali.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
15	Construction of AWC Building at Patrapada-I	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
16	Construction of AWC Building at Sundarpal.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
17	Construction of AWC Building at Brahmanbil-II	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
18	Construction of AWC Building at Patrapada-2	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
19	Construction of AWC Building at Kukurapeta-I	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
20	Construction of AWC Building at Bantaburi.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
21	Construction of AWC Building at Chhendipada Kaitha Sahi.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
22	Construction of AWC Building at Chhendipada Upara Sahi.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months

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23	Construction of AWC Building at Dulanali	14.88	"C" & "D"	15000	6,000.00	Six Calendar months
24	Construction of AWC Building at Dehurisahi.	14.88	"C" & "D"	15000	6,000.00	Six Calendar months

2. 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 samiti, Chhendipada 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.

3. Bids must be accompanied with E.M.D. (Bid Security) of the amount specified for the work in 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 favour of Block Development Officer, Chhendipada. Bids without E.M.D. or in other shape will not be considered and liable for rejection.

N.B:- E.M.D. in shape of Cash / Pay Orders or Bankers Cheques is not acceptable.

4 .The bid document will be available in District Web Portal (WWW.angul.odisha.gov.in) from dt. 25.03.2026 to 15.04.26 up to 5.00 PM. The bidders shall download the detail tender call notice from the District Web Portal only during the aforesaid period. The cost of bid document as mentioned in col No. 6 has to be paid by each bidder in shape of demand draft only drawn in favour of **BLOCK DEVELOPMENT OFFICER, CHHENDIPADA** from any scheduled commercial bank payable at SBI, Chhendipada. Bid documents must be received from dated from 25.03.26 to 15.04.26 during office hour in the office of the Block Development Officer, Chhendipada through **Registered Post/Speed Post only** No other mode of submission is acceptable.

5 . Bids must be delivered through Speed Post /Registered Post having identification **CHHPD-03/2025-26** and identified with the name of work put to tender. The undersigned is not responsible for postal delay if any, in the delivery of the documents for non-receipt of the same.

6 .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, Chhendipada for verification.

7. 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.

8.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.

9.The bid will be **opened at 11.00 A.M. on dt. 18.04.2026** in the office 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 receipt / opening of the bids as specified, the bid will be received / opened on the next working day at the same time and venue.

10.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 the exact amount of differential cost i.e estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft/Term deposit Receipt 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.

11.The above Approx.value of work is excluding CGST 9% & OGST 9%

12.For building and other Construction Workers Welfare Cess @ 1% (One Percentage) of the cost of construction shall be deducted from bills.

13.Other details can be seen in the bidding documents.

14.The undersigned reserves the right to cancel/reject in partly/fully or all tenders without assigning anyreasons thereof.

Block Development Officer
Chhendipada

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GENERAL ABSTRACT

Construction of AWC Building at Sapopinali,GP-Similipal				
Sl No.	Item of Work			Total
1	Civil Work		Rs.	14,72,123.00
2	E.I Works @	5.00%	Rs.	73,606.00
3	P.H & sanitation Works @	5.00%	Rs.	73,606.00
4	Cost of playing instruments,plastic Furniture,rubber mat for seating,smart board,Babt pan for toilet		Rs.	60,000.00
			Sub Total	16,79,335.00
5	Contigency @	1.00%	Rs.	16,793.00
			Total	16,96,128.00
6	Add for CGST @	9.00%	Rs.	1,52,652.00
7	Add for OGST @	9.00%	Rs.	1,52,652.00
		Net Total	Rs.	20,01,432.00
		Or Say	Rs.	20,00,000.00

2.2.26
Junior Engineer
Chhendipada Block

Asst. Exe. Engineer
Chhendipada Block

Block Development Officer
Chhendipada Block

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BILL OF QUANTITY

Estimate for Constrn. Of AWC Building at Tukuda Mahara Sahi,GP-Tukuda

ABSTRACT OF COST (Plinth Area = 645.00 sft)

	Items	Unit	Quantity	Rate	Amount
	Earth work excavation in hard soil within initial lead and lift as per the direction of the Engineer-in-charge.	Cum	46.66	276.89	12920.00
	Filling in foundation and plinth with sand well watered and rammed,etc.	Cum	37.41	1168.38	43709.00
	Cement concrete (1:3:6) with 4cm size hard granite crusher broken metal,etc.	Cum	12.41	7044.07	87417.00
	Flyash Brick masonry in cement mortar (1:6) in foundation and plinth.	Cum	8.49	5803.46	49271.00
	R.C.C.M-200 using 20 mm and down graded hard granite crusher broken chips,etc.				
a	Column base	Cum	2.71	7553.30	20469.00
b	Column & Beam	Cum	6.60	16816.14	110987.00
c	Plinth band	Cum	3.68	8423.64	30999.00
d	Lintel	Cum	1.64	15216.64	24955.00
e	Chajja/Fin drop	Cum	0.78	8018.59	6255.00
f	Roof slab	Cum	8.69	14801.20	128622.00
	Supplying,fitting & placing uncoated HYSD bar reinforcement including all cost & carriage including labour charges,etc.	Qntl	24.10	9957.03	239964.00
	Flyash Brick masonry in cement mortar (1:6) in Superstructure,etc.	Cum	21.27	5836.46	124142.00
	12 mm thick cement plaster in C.M.(1:6) in external surface of wall,etc.	Sqm	92.52	200.28	18530.00
	16 mm thick cement plaster in C.M.(1:6) in internal surface of wall,etc.	Sqm	219.20	283.83	62216.00
	6 mm.thick cement plaster in C.M.(1:4) for ceiling plaster including deep chiping,etc.	Sqm	91.12	219.22	19975.00
	Supplying, fitting and fixing vetrifed tile in floors laid on 25 mm thick cement mortar (1:1) and filling joints with white cement of approved quality i	Sqm	48.25	1641.75	79214.00
	Supplying, fitting and fixing glazed tile in dados of approved make laid on 12 mm thick cement mortar (1:3) and filling joints with white cement of approved quality	Sqm	21.60	1392.49	30078.00
	Fixing granite Tile in kitchen platform on 25 mm. thick cement plaster (1:1) jointed with neat cement of approved quality	Sqm	2.28	3288.59	7498.00

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4	Fixing Chequard tiles in on 25 mm. thick cement plaster (1:1) jointed with neat cement of approved quality including cost of all materials, labour T&P etc. required for the work all completeas per direction of Engineer-in-charge.	Sqm	11.19	1176.89	13169.00
5	Wall priming one coat with approved primer	Sqm	381.24	80.54	30705.00
6	Two coats of weather coat of approved quality to out side finishing area,etc.	Sqm	92.52	97.30	9002.00
7	Finishing walls with two coats of distemper of approved quality to in side area	Sqm	288.72	87.92	25384.00
8	Supplying, fitting, fixing up window (sliding type) made up aluminum Section 9778,as windows frame, section No. 4095,4096 and 9777,3994 as shutter frame with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all taxes labour, T&P etc.complete as per direction of Engineer-incharge.	Sqm	9.03	4775.15	43120.00
9	Cement concrete (1:2:4) with 12mm size hard granite crusher broken chips,etc.	Cum	1.48	8670.04	12832.00
10	Supplying fitting &fixing of door &Window including all cost of material & Laour charges,etc.	kg	977.38	115.00	112399.00
11	Supplying, fitting and fixing of Stainless steel of 304 grade in hand railing using 50mm dia of 2mm thick circular pipe with Balustrade of size 32mm x 32mm x 2mm @ 0.90mtr. C/C and stainless square pipe bracing of size 32mm x 32mm x 2mm in 3 rows in staircase as per approved design and specification, buffing, polishing etc. with cost,conveyance, taxes of all materials, labour,T&P etc. required for the complete in all respect.	Rmt	7.32	3871.59	28340.00
12	Two coats of enamel painting over one coat of primer to doors and windows,etc.	Sqm	63.51	259.77	16498.00
13	Providing & laying 80mm thk. Pre-casted CC paver block	Sqm	32.52	997.94	32453.00
14	Bala Model art work				32000.00
15	Supply,fitting & fixing of factroy made FRP composite(TATA Prabesh) door			Rs	19000.00
	Sub Total =			**Rs**	**1472123.00**
16	Provision for Electrical installation work,etc.	@	5%	Rs	73606.00
17	Provision for Water supply & Sanitation work,etc.	@	5%	Rs	73606.00

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8	Supply & fitting of playing instruments like slide,swing set, see-saw ,plastic furniture,colourful rubber mats for seating,smart board etc.			Rs	60000.00
	Total			**Rs**	**1679335.00**
9	Add for Add Work Contingency	@	1%	Rs	16793.00
	Total			**Rs**	**1696128.00**
0	Add for GST-18% (OGST @ 9% + CGST @ 9%)	@	18%	Rs	305303.00
	NetTotal			**Rs**	**20,01,431.00**
				Or say,Rs.	**₹ 20,00,000.00**
				Rupees (Twenty Lakhs) only.	

Junior Engineer
Chhendipada Block

Asst. Exe. Engineer
Chhendipada Block

Block Development Officer
Chhendipada Block

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CHECKLIST TO BE ENSURED BY THE BIDDER

SL. NO	PARTICULARS	REFERENCE TO CLAUSE NO.	WHETHER FURNISHED		REFERENCE TO PAGE NO.
			YES	NO	
01.	*Cost of tender paper* ***Rs.6,000.00 (In shape of Bank Draft)***	D.T.C.N Clause No.04			
02.	*E.M.D 1% of the Estimated cost*	D.T.C.N Clause No.21			
	Or				
	E.M.D 2% of the estimated cost deploying machineries outside the State	D.T.C.N Clause No.07& Clause No.21			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.**01,05**			
04.	Copy of valid VAT clearance certificate	D.T.C.N Clause No.01			
05.	Copy of PAN Card	D.T.C.N Clause No.05			
06.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.35			
07. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.49			
(B)	Affidavit (Schedule-F)	D.T.C.N Clause No.49			
08. (A)	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 70% marks to be obtained) and Annexure-I (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.	D.T.C.N Clause No.7 and Clause No.111			
09.	Affidavit of Joint Venture in case of Composite Building work.	D.T.C.N Clause No.8			
10.	Undertaking non-association with department Calling tenders.	Schedule - I			

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DETAILED TENDER CALL NOTICE

Sealed **Percentage rate** bids are invited **in Single cover system** from the Class of eligible contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works for execution of Civil / E.I. / P.H. works on production of definite proof from the appropriate authority in prescribed firm to be eventually drawn in P.W.D. FORM P-1 for the said work.

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

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

2. **The Bid documents are available on official website** http://www.angul.odisha.gov.in **from 25.03.26 to 15.04.2026 upto 5.00 PM.** The last date and time of submission of Bid is as per contract data.

3. **The Technical Bid documents will be opened by the assigned officer in the office of the Panchayat Samiti, Chhendipada, at** 11.00 am **on 18.04.2026 in the presence of the bidders or their authorized representatives who wish to attend.**

4. The bid document must be received by dated **15.04.2026 at 5.00 P.M**. only through Speed Post In the office of Panchayat Samiti, Chhendipada. The bid document shall downloaded from website **www.angul.odisha.gov.in** during this period. The intending tenderers downloading the tender document has to pay the cost of tender paper for each set Rs.6,000.00 in shape of bank draft payable at SBI, Chhendipada in favour of Block Development Officer, Chhendipada. The original copy of the Demand Draft shall be submitted near the officer inviting the bid after last date and time of submission of bid but before the stipulated date and time of opening of bid.

5 The bid is to be submitted in single covers along with. EMD, Cost of bid document, DTCN, Xerox copy of registration certificate, valid GSTIN, certificate, undertaking / certificates duly filled, affidavit, and documents required as per the relevant clauses of this DTCN.

. 6 The intending bidders are required to produce documents viz original Registration, valid GISTIN Certificate, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at **Annexure-I**, preferably within three working days from the date of opening of the tender. Furnishing Xerox copy of such documents along with the Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.

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

(II) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, ownedor 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 period as to be able to execute an item of work as per original programme which will be part of the agreement.

(III) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/ agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of 12 (Twelve) months as mentioned in contract data **from the last date of receipt of**

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Bid documents.

8. The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. If the Civil Contractor is having registration in Electrical works under the same name and style, the question of joint venture does not arise. The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil and Electrical Items of work to the Engineer-in- Charge.

9. (i) The contractor will be drawn in P.W.D. **P-1** contract form and will constitute 1 part as follows.

a. Part – (A) : For Civil items of works

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

(ii) Deleted

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

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

12 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.

13 If the application is made by a limited company or a corporation, it shall be signed by duly authorised person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the tenders.

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

15. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

16. The work is to be completed in all respects within **Six** months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work including E.I. & P.H. work (both internal and external) immediately after issue of work order for approval of Engineer-in-Charge.

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

18. The tenders shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.

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

20. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site

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and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in Charge of the work and his authorised subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

21. The bid must be accompanied by security of the amount @ 1% (One percent) of the estimated cost put to tender 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 **concerned Block Development Officer** and payable at **Chhendipada** as per the terms and conditions laid down in OGFR and in no other form. Bidder's desirous to higher machineries or equipments from out side the state or owned but deployed outside the state are required to furnish additional one (1) percent EMD / Bid Security. Tenders not accompanied with E.M.D. as specified above will not be considered .No adjustment of E.M.D. from one work to another will be entertained.

(N.B.:-Bank Draft/Pay orders or Bankers cheque from any Nationalised banks in favour of **concerned Block Development Officer** ***shall not be considered as E.M.D)***

22. The tender should be accompanied with the ***Xerox copies of the valid Registration certificate, valid GSTIN and PAN card*** which are mandatory and the original certificates are to be produced **of** opening of the tender before **Block Development Officer, Chhendipada** for verification, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

23. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.

24. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.

25. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent to rejection of their tenders. The retention of E.M.D. with the Department will carry no interest.

26. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the **concerned Block Development officer, payable at Chhendipada** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D. form No. **P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the Block Development Officer, Angul or as directed.

The security deposit together with the earnest money and the amount withheld according to the provision of **P-1** agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

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

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

b) Standard **P.W.D. Form P-1 with latest amendments.** Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after 12 (Twelve) months of completion of the work and payment of the final bill and will not carry any interest.
As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

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

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

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

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

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

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

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

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

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

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

i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.

30. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required,

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which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.

31. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.

32. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.

33. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt.of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57. 38. No part of the contract shall be sublet without written permission to the concerned Block Development Officer or transfer is made by the power of attorney authorizing others to receive payment on contractors behalf.

34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day expect on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

35. **No Relation certificate.**

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

36. **DELETED**

(a) **DELETED**

b) **DELETED**

c) **DELETED**

(d) **DELETED**

e) **DELETED**

f) **DELETED**

37. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.

38. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.

39. Shuttering & centering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.

40. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of fully such structures, if found defective in their opinion. Any eventually such as loss of lives or properly due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time. Cost of empty cement bag@ Rs.3.50/- per each should be deducted from the bill.

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42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.

43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.

44. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

45. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and takes care of the safety of workers.

46. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.

47. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances

48. The tenders should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion as per the proforma enclosed in a separate sheet of schedule-H.

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

An **affidavit** to this effect is to be furnished in **Schedule-F. Non-furnishing** of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected.**

50. It should be clearly understood that:

a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.

b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory. Test should be carried out in accordance with the stipulation in Bridges code section-III.

c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.

d) Plain concrete and reinforced concrete specimens will be tested in ***Quality control and Research Laboratory.*** Cost of testing of all specimens and samples will be borne by the Contractor.

51. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.

52. DELETED

53. List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of schedule-C.

54. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.

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55. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.

56. 1.00 % 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.

57. 18 % GST (9 %OGST + 9 % CGST) will be added with the value of the tender and 2% of the gross amount of the bill will be deducted from the contractor's bill towards sales GST, where Agreement Value is **two lakh fifty Thousand and above.**

58. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

59. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

60. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

61. **(A) Performance Security:** 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, the only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security 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 imitated against the bidder.

62. **Sample of all material -** The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.

63. DELETED

64. DELETED

65. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516 .

66. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.

67. All fittings for doors and windows if supplied by the contractor should be best quality and should get approved by the Engineer-in -Charge before their use on the work.

68. No part of the contract shall be sublet without written permission of the Officer-in -Charge or transfer is made by power of Attorney authorizing others to receive payment on the contractor's behalf.

69. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.

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70. The Contractor will have to submit to the **concerned Block Development officer,** monthly return of labour both skilled and unskilled employed by him on the work.

71. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.

72. 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.

73. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.

74. The Tenderer should furnish along with their tender **1**.a list of works, which are at present in their hand **2**. list of T&P and **3**.list of work executed in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.

75. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.

76. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.

77. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at ***Departmental Control and Research Laboratory***, at the cost of the Contractor with no extra cost to the Department.

78. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.

79. The Fly Ash bricks should be of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.

80. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.

81. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.

82. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to which the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.

83. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.

84. SPECIAL CONDITIONS (PART OF THE CONTRACT)

(I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

(II) The tests have to be planned & carried out such that the progress of work is not hampered

(III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.

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85. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.

86. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

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

88. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the concerned Block Development officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the concerned Block Development officer is final and binding on the contractor.

89. The contractor should arrange the materials like Steel, Cement, paint, and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.

90. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.

91. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonesty, 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.

92. The selected contractor may take delivery of departmental supply according to his need for the work issued by the ***Office in-charge*** subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.

93. 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.

94. DELETED

95. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.

96. 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).

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97. **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.

98. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Block Development Officer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.

99. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.

100. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.

101. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

102. **Gradation of ingredients**: The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.

103. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the Block and shall not be removed from the site of work without written permission of the Engineer-In-Charge and to be submitted to the Engineer-in charge every month.

104. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.

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

106. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the building site etc. are the responsibility of the contractor.

107. 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.

108. 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

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contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as for as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summararily rejected. The claim book is the property of the block. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

109. Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House /Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge.Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

110. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department

(a) Making a false statement or declaration.

(b) Past record of poor performance.

(c) Past record of abandoning the work half way/ recession of contract.

(d) Past record of in-ordinate delay in completion of the work.

(e) Past history of litigation.

111. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from dis-incentivising the tenderer.

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

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

113. **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 Chief Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch 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

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goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time of time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed. The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Collector,Angul 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 Chief Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized 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.

114. <u>ELIGIBILITY CRITERIA FOR QUALIFICATION:</u>

Applicants shall furnish the followings.

a. Required **E.M.D** as per the **Clause No. 7 and Clause No.21.**

b. Demand draft towards cost of tender paper as per **Clause No.4.**

c. Xerox copy of valid Registration Certificate, Valid GSTIN, PAN card along with the tender documents and furnish the Original Registration certificate, and Pan card, for verification of opening of Cover-I of the tender before **Block Development Officer, Chhendipada** as per **Clause No.22.**

d. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "F"** as per **Clause No.49.**

e. License criteria as per **Clause No.8**.for composite tender.

f. **DELETED**

g. Evidence of ownership of major items of construction equipments, named evidence of arrangement of processing them on hire/lease/buying as defined therein. (As per Annexure-I)

h. **DELETED**

i. Proposal for subcontracting the components of the works for construction/up-gradation, aggregating to not more than

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20 percent of the contract price, if desired.

j. Submission of original bid security and tender paper cost as prescribed in the relevant clause of DTCN after last date and time of submission of bid before the stipulated date & time for opening of the bid.

k. The intending tenderer (s) should have the total financial turn over of an amount not less than the amount put to tender(Annexure Column-7) during any 3(three) financial years taken together of the last proceeding five financial years.

115. ADDENDUM TO THE CONDITION OF P-1 CONTRACT

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

2.1. Progress of work and Re-scheduling programme.

2.1.1. The Block Development Officer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Concerned Block Development for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

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

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

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

2.2. Extension of the Completion Date.

2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in- Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof

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in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours 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 majored, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.

v) Delay on the part of other 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 of P-1 Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-2 of P-1 Contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation **@ 1.5%** per month of 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. The rate quoted by the bidder 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 Financial Advisor, of DRDA will remain present.

2.5. Management Meetings

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2.5.1. 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.

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

Clause-2 (b) of Item Rate P-1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt. 27.05.2005 of Works Department, Orissa):- To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

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

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

As per said amendment a Contractor may be blacklisted

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

118. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.

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

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

ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.

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

a. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct

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

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

d. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.

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

f. The Contractor will write percentage excess/ less unto one decimal point only. If he writes the percentage excess / less upto two or more decimal points, the first decimal point shall only be considered without rounding off.

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

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

v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

vi. The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.

vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

(Total 119 Clauses)

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Annexure- I

List of Plants & Equipments to be deployed on contract work

Sl. No	Type of Equipments	No. of machines required	Marks
1.	Concrete Mixture	1 No	30
2.	Concrete Vibrator Plate type	1 No.	10
3.	Concrete Vibrator Needle type`	1 No.	10
4.	Truck/ Tipper	1 No	10
5.	Tractor	1 No	10
6.	Water Tanker	1 No.	10
7.	Water Pump	1 No.	10
8.	Centering and Shuttering Plate	1 Set	10
			100

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Schedule-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

SCHEDULE – B: - DELETED

SCHEDULE – C

CERTIFICATE OF TOOLS AND PLANTS

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

(i)

(ii)

(iii)

(iv)

(v)

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

Signature of the Tenderer
Date.

SCHEUDLE – D: - DELETED

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SCHEDULE – E

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

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

Note:

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

Signature of Tenderer

SCHEDULE – F

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals_____ _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby 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.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signature of Tenderer)

Title of Officer

Name of Firm

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Date:-

SCHEDULE – G: - DELETED

SCHEDULE – H

Proposed sub-contracts and firms involved. [Refer ITB Clause 3.2 h]

(Admissible in case of composite bids only)

Sanction of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work
1	2	3	4

Attach copies of certificates on possession of valid license for executing water supply/sanitary work/building electrification works [Reference Clause 3.2 h]

Signature of the Tenderer.
Date

SCHEDULE – I

SAMPLE FORMATS
UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Orissa or other gazetted officer retired from Government service during last two years without prior permission of the Government of Orissa in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Orissa as aforesaid.

Signature of the Tenderer.
Date:-

Note: i. Strike out whichever is not applicable
ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

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SCHEDULE – J

RELATIONSHIP DECLARATION

To,

The Tender Inviting Officer,
Subject: (Name of the Work)
Reference : (Bid reference number)

Sir,

Pursuant to clause 2.2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the_____ Department. His (Their) details are as follows.

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

Sl no	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazette officer in the rank of an Assistant Engineer/Under Secretary in the _____Department. **I am aware that** any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely
Signature of the Tenderer.

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Special condition :- All materials, labour, machineries and equipments required to complete the work in all respect shall be arranged by the tenderer at his own cost. The employer will bear no responsibility in this aspect.

My / Our quoted rate is _____ **% Excess over**

_____ **% Less than**

_____ **Equal to the corresponding estimate rate.**

Signature of the Contractor.

Notes 1. The Contractor should not write anything except quoting of percentage, excess/ less / equal to the estimated cost.

No. of corrections.....

No. of overwriting.....

No. of interpolations.....

No. of omission.....

Block Development Officer
Chhendipada

Signature of the Tenderer
with date of submission of tender
Date:-

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Official use only

1. Name of the work:-.....

2. Approximate estimated cost put to tender:-Rs-

3. Value of E.M.D as per tender call notice:-

4. (a) E.M.D deposited by the tenderer in shape of :-

   (b) Amount pledged/ un pledged:-

5. GSTIN

7. Stipulated period of completion:-

8. Cost of tender paper:-

9. Date & time of opening of the tender paper:-

10. Tender paper in ---------- / sheets

11. No of items tendered:-

12. Total overwriting and correction:-

Sold to -_____

_____

_____class contractor

Vide M.R No_____dated_____

Block Development Officer
(Office Seal)

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