

GOVERNMENT OF ODISHA
PANCHAYATI RAJ & DRINKING WATER DEPARTMENT



OFFICE OF THE PANCHAYAT SAMITI, KUARMUNDA

DOCUMENTS FOR COVER - I

TECHNICAL BID DOCUMENTS / DETAILED TENDER CALL NOTICE



GOVERNMENT OF ODISHA

OFFICE OF THE PANCHAYAT SAMITI, KUARMUNDA

E-mail:-ori-Kuarmunda@nic.in

INVITATION FOR BIDS (IFB)

Bid Identification No.- B.D.O. KUARMUNDA P.S- KUARMUNDA

No. 01/ 2024-25/ P.S KUARMUNDA / Dtd:-11.06.2024

No. 1262

Dt-11.06.2024

The Block Development Officer, Kuarmunda, Sundargarh invites percentage rate basis for the following work in sealed tender on behalf of Government of Odisha from registered and eligible contractor of the state PWD (R&B)/ Water Resources/ Rural Work/ Minor Irrigation/ CPWD for the following works eventually to be drawn up in the P1 forms in conformity with the details tender call notice. The bidder may submit bids for the following works under OMBADC scheme for the Financial year 2024-25

Sl. No	Name of works	Value of Works (in Rupees)	Bid Security@1% (In Rs)	Cost of Bid document (In Rs)	Class of bidder	Period of completion
1	2	3	4	5	6	7
1	CONSTRUCTION OF AWC BUILDING AT RIUN-1 JHARBEDA GP	25,46,780.00	25,470.00	6000/-	"B & C"	6 (Six) Calendar month
2	CONSTRUCTION OF AWC BUILDING AT KACHARU 1 KACHARU GP	25,38,220.00	25,390.00	6000/-	"B & C"	6 (Six) Calendar month
3	CONSTRUCTION OF AWC BUILDING AT DAFFAI-2, WARD NO. 10, BIRMITRAPUR MUNICIPALITY	25,29,700.00	25,300.00	6000/-	"B & C"	6 (Six) Calendar month
4	CONSTRUCTION OF AWC BUILDING AT LAHAKATHI, WARD NO. 10, BIRMITRAPUR MUNICIPALITY	25,29,700.00	25,300.00	6000/-	"B & C"	6 (Six) Calendar month
5	CONSTRUCTION OF AWC BUILDING AT KABIRAJ DHIPA, WARD NO. 3, BIRMITRAPUR MUNICIPALITY	25,29,700.00	25,300.00	6000/-	"B & C"	6 (Six) Calendar month
6	CONSTRUCTION OF AWC BUILDING AT JHANDAPAHAD DALKI GP	26,47,920.00	26,480.00	6000/-	"B & C"	6 (Six) Calendar month
7	CONSTRUCTION OF AWC BUILDING AT KISANBASTI	25,05,040.00	25,050.00	6000/-	"B & C"	6 (Six) Calendar

	PADAMPUR GP		3			month
8	CONSTRUCTION OF AWC BUILDING AT BANDHTOLI JHUNMUR GP	24,92,510.00	24,930.00	6000/-	"B & C"	6 (Six) Calendar month

- Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except on Sunday and public holidays till last date of sale and receipt of tender paper. The bid documents will also be available in the website: <http://www.sundergarh.odisha.gov.in> from **11.06.2024 of 18:00 hours to 27.06.2024 upto 16:00 hours.**
- Bids must be accompanied by **Earnest Money deposit / Bid Security** of the amount specified for the work in the table col.4 above in shape of **N.S.C/POTD/Post Office Savings Pass Book/ Deposit receipt** of any scheduled Bank(valid minimum one year from the date of receipt) pledged in favour of **Block Development Officer, Kuarmunda** and will have to be in any one of the forms as specified in the bidding documents.
(N.B:- Bid security declaration to be submitted as per Works dept. Letter No. 5984/dt-27/04/2021)
- The successful bidder will have to submit the Additional Performance Security amount as per Works Department OM No.4559 dt.07.05.2021 in shape of T.D.R. will pledged in favour of the Block Development Officer, Kuarmunda issued from any Nationalised/ Scheduled Bank in India in original before acceptance of tender, if their quoted amount is less than the estimated cost.**
- The sale of the Bid documents shall start from **dt.11.06.2024 at 18:00 hours and close on dt.27.06.2024 at 16:00 hours.** during office hours in the office of the undersigned. Bids shall be received on or **before 16:00 hours 28.06.2024 through Regd. Post/Speed Post/Office Drop Box.** The authority will not be held responsible for any postal delay in delivering of the bid documents or non-receipt of the same.
- The original Bid security along with bid document shall be submitted by **Registered Post/Speed Post/Office Drop Box** in the office of the undersigned **from 10AM on dt.12.06.2024 to 4.00 PM on dt. 28.06.2024 during** office hours on working days failing which the bid will be rejected. The received original Bid security & Bid cost will be verified at **11.00 AM on 29.06.2024.**
- Bids received shall be opened at **11.00 AM on 28.06.2024** in the office of **Block Development Officer, Kuarmunda** in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- Bid documents can be purchased from this office on payment of the cost of bid documents as mentioned against the work in col. 5 in demand draft issued from any Nationalized Scheduled Bank may be prepared in the name of **Block Development Officer, Kuarmunda payable at SBI, KUARMUNDA** towards bid cost .
- The bid documents can be downloaded from district website: <http://www.sundargarh.odisha.gov.in> on payment of the cost of bid documents of **Rs.6000/-** in demand draft issued from any Nationalized Scheduled Bank may be prepared in the name of **Block Development Officer, KUARMUNDA payable at SBI, KUARMUNDA** towards bid cost and submit the demand draft in separate envelope marked "**COST OF THE BIDDING DOCUMENT DOWNLOADED FROM THE INTERNET**" along with the bid documents and the cost of bid document is non-refundable.
- Other details can be seen in the bidding documents.
- The authority reserves the right to cancel any or all bids without assigning any reason.
- Detailed information as contained in the DTCN shall have to be strictly adhered to, while submitting the Tender papers.
- Any tenderer desirous to avail any facility as per certain circular/ order of Government have to apply for the same in writing along with the Tender Paper. Claim at the of opening of Tender or later will not be entertained.
- If there will be single tender received for any work, then it may be decided by the tender committee for approval of single tender or it may be sent to the higher authorities for approval of single tender.
- The Authority reserves every rights to reject any or all the bids without assigning any reason.
- All other detailed clauses/ guidelines can be seen in the bid documents.
- Any Addendum/ Corrigendum/ Cancellation of tender can also be seen in the Newspaper and website: <http://www.sundargarh.odisha.gov.in>

sd/-

Block Development Officer
Kuarmunda

Memo No :-1263/Dt: 11.06.2024

Copy Submitted to the Collector, Sundargarh / Superintendent of Police, Sundargarh / CDO-Cum-EO, ZillaParishad, Sundargarh / Sub Collector, Sundargarh for favourof information and necessary action.

sd/-

Block Development Officer
Kuarmunda

Memo No:-1264/Dt: 11.06.2024

Copy submitted to the Deputy Secretary to Government, Department of Information & Technology, Odisha, Bhubaneswar for favour of information.

sd/-

Block Development Officer
Kuarmunda

Memo No:-1265/Dt: 11.06.2024

Copy submitted to the Superintending Engineer to Government of Odisha, PR & DW Department, Bhubaneswar for favour of information.

sd/-

Block Development Officer
Kuarmunda

Memo No: -1266/Dt: 11.06.2024

Copy submitted to the ExecutiveEngineer,(R&B) Division, Sundargarh / Rural Works Division, Sundargarh/ R.W.S.S. Division, Sundargarh for information and wide publication.

sd/-

Block Development Officer
Kuarmunda

Memo No:-1267/Dt: 11.06.2024

Copy to the Tahsildar, Kuarmunda for information and wide circulation.

sd/-

Block Development Officer
Kuarmunda

Memo No:-1268/Dt: 11.06.2024

Copy to Notice Board of the Panchayat Samiti , **Kuarmunda** / Head Clerk / Cashier/ Dev. Clerk for information and wide circulation.

sd/-

Block Development Officer
Kuarmunda

Memo No:-1269/Dt: 11.06.2024

Copy Submitted to DIO, NIC, Sundargarh with a request to upload this tender call notice in the Sundargarh district website: www.sundargarh.odisha.gov.in for wide publication and timely response by the itending contractors

sd/-

Block Development Officer
Kuarmunda

Memo No:-1270/Dt: 11.06.2024

Copy Submitted to the Principal Secretary, I&PR Department, Odisha/DI&PRO, Sundargarh for kind information and necessary action.

sd/-

Block Development Officer
Kuarmunda



OFFICE OF THE PANCHAYAT SAMITI, KUARMUNDA

E-mail:-ori-kuarmunda@nic.in

Bid Identification No.- B.D.O, P.S, KUARMUNDA- 01/2024-2025

No:-1262 / P.S KUARMUNDA/ Dtd:- 11.06.2024

1. **Block Development Officer, Kuarmunda on behalf of Governor of Odisha invites percentage rate bid through open bid in Single form from eligible contractors for the works as detailed below.**

Nature of Work	:	"CONSTRUCTION OF AWC BUILDING"
		08 Nos.
No. of Works	:	As specified in the bid documents
Tender Cost	:	As specified in the bid documents
Class of Contractor	:	"B & C"
Available of Bid document in Website	:	From Dt11.06.2024 of 6:00PM to Dt 27.06.2024 up to 4:00
Date of opening of open Bid	:	Dt.29.06.2024 at 11 AM

2. The Bidders have to participate in open bidding only. Further details can be seen from the Website: www.Sundargarh.odisha.gov.in .
3. Any Addendum / Corrigendum / Cancellation of tender can also be seen in the website: <http://www.Sundargarh.odisha.gov.in>.

Block Development Officer
Kuarmunda

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KUARMUNDA

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page No.
			Yes	No	
01.	Cost of tender paper				
02.	E.M.D Declaration				
03	APS- Differential Cost				
04.	Contractor Registration Certificate (Self Attested)				
05.	GST. Certificate (Self Attested)				
06.	PAN Card (Self Attested)				
07.	No Relationship Certificate in Schedule – A (Original affidavit of each work separately)				
08	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)				
09.	Schedule-F (Original affidavit for each work separately)				
11.	Signed copy of DTCN & BOQ				

OFFICE OF THE PANCHAYAT SAMITI :KUARMUNDA
CONTRACT DATA

A. GENERAL INFORMATIONS

SI No	Particulars	Details
1	Bid Identification No.	BDO, PS. KUARMUNDA- 01/ 2024-2025
2	Name of the Work (Clause No.1 of DTCN)	As specified in the bid documents
3	Officer inviting tender	BDO, KUARMUNDA
4	Accepting Authority	BDO, KUARMUNDA
5	Estimated Cost (Clause No.1 of DTCN)	As specified in the bid documents

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion as per clause- 9 of DTCN	6 (Six) calendar month
7	Last Date & time of submission of Bid	Time: 04.00 PM Date: 28.06.2024
8	Cost of Bid Document (Clause No. 4 of DTCN.)	
	i)Bank draft separatelyagainst each amount	Rs. 6,000.00
	ii) in favour of	BDO, Kuarmunda
	iii) payable at	SBI ,Kuarmunda
9	Bid Security (Clause No.- 7 of DTCN.)	
	i) Amount	As specified in the bid documents
	ii) Pledged in favour of	BDO, Kuarmunda
	iii) Payable at	SBI, Kuarmunda
	iv) Type of instrument	As specified in the Bid document
10	Period of submission of original financial Instruments	From on dt. 12.06.2024todt .28.06.2024(during office hour only)
11	Date of opening of Technical Bid (Cover-I)	At 11.00AM on dt.29.06.2024
12	Verification of original documents	As per clause 15.6.4 of Works Department guide line No.7885 dt.23.07.13
13	Bid validity period (Clause No. 10 of DTCN.)	120 days after opening of the BID
14	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 15 (v) of DTCN.	6(Six) calendar month
15	Currency of Contract	Indian Rupees
16	Language of Contract	English

Government of Odisha
Works Department

Office Memorandum

File No.07556900042013 (Pt-IV) - 12366 W, Dated. 8.11.2013

Sub:-Amendment of Codal / Contractual provisions.

After careful consideration Government have been pleased to make amendment to contractual and codal provisions for increasing the efficiency and transparency of Department dealing with infrastructure development of the State as per Annexure- I, II, III, IV, V, VI & VII .

1. These amendments shall take effect from the date of issue of the order.
2. Accordingly, relevant existing codal/ contractual provision stands modified with effect from the date of issue of this O.M.
3. This has been concurred in by Finance Department in their UOR No.157-WF-I dt.17.5.2012.

Sd/-
8/11/13
EIC - cum- Secretary to Government

Memo No. 12367 W, Dated. 6.11.2013

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

Sd/-
8/11/2013
FA - cum- Addl. Secretary to Government

Memo No. 12368 W, Dated. 5.11.2013

Copy forwarded to OSD to Chief Secretary, Odisha/ P.S. to Development Commissioner- cum-Additional Chief Secretary, Odisha for information and necessary action.

Sd/-
8/11/2013
FA - cum- Addl. Secretary to Government

Memo No. 12369 W, Dated. 5.11.2013

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Sd/-
8/11/2013
FA - cum- Addl. Secretary to Government

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Annexure- I**1) Amendment to Para-3.4.16 (a) (vii) of OPWD Code, Vol-I by substitution**

Note- (vii) - For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorised sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

Annexure- II**2) Amendment to Para-3.5.14 Note-I of OPWD Code, Vol-I by inclusion**

Note-I- If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely publicised and intimated to all departments of Government and also to Govt. of India agencies working in the state.

Annexure- III**3) Amendment to Appendix- IX ,Clause-36 of OPWD Code, Vol-II by inclusion**

Clause No- 36- If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorised representatives, the concerned Executive Engineer and DAO will remain present.



Annexure- IV**4) (A) Amendment to Para-3.5.5 (V) Note-II of OPWD Code, Vol-I by substitution**

Note- (II) - When the bid amount is up to 10% less than the estimated cost, no additional performance security is required to be deposited. When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of the bid amount and 90 % of the estimated cost.

(B)- Amendment to Para-3.5.5 (V) Note-III of OPWD Code, Vol-I by inclusion -

Note-III- For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned SE,CE & the Administrative Department. The Incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30% of contract period =10% of Contract Value
 Before 20 to30% of contract period=7.5% of Contract Value
 Before 10 to 20% of contract period=5% of Contract Value
 Before 5 to 10% of contract period=2.5% of Contract Value
 Before 5% of contract period=1% of Contract Value

Annexure- V**5) Amendment to Para-3.2.8 Note-II of OPWD Code, Vol-I by inclusion**

Note-II- In case of tender accepted below schedule of rate , the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent .Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

Jalruba

-5-

Annexure- VI**6) Amendment to Appendix- XXX ,(Bills) Clause 21 of OPWD Code, Vol-II & to the Clause-6 of F2 contract**

Bills- Clause -21- For works above values Rs 5.00 lakh in civil works and work value above Rs 1.00 lakh in electrical/PH works the J.E.s & A.E.s will be required to submit bill for each on going work on 20th or next working day of every month to the concerned EE. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The E.E. in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for all on going months have been paid failing action will be initiated against the erring officer."

Annexure- VII**7) Amendment to Para-3.5.18 Note-VIII of OPWD Code, Vol-I**

Note-VIII- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

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OFFICE OF PANCHAYATSAMITI, KUARMUNDA

DETAILED TENDER CALL NOTICE (DTCN)

1. Sealed **percentage rate** bids are invited in **Single cover system** from **“B& C” Class** contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government/ MES / Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word **“Item rate”** shall be replaced by **“Percentage rate”** and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
2. The Bid documents will be available on district website: <https://www.sundargarh.odisha.gov.in> from **06.00 PM of 11.06.2024 up to 4:00 PM of 27.06.2024.** **The last date and time of submission of Bid is as per contract data.** The sale of the Bid documents shall start from **dt.12.06.2024 at 10.00AM and close on dt.27.06.2024 at 04:00 PM** during office hours in the office of the undersigned. Bids shall be received on or before **04.00 PM of 28.06.2024 through Regd. Post/Speed Post/Office Drop Box.** The authority will not be held responsible for any postal delay in delivering of the bid documents or non-receipt of the same. The original Bid security along with bid document shall be submitted by **Registered Post/Speed Post/Office Drop Box** in the office of the undersigned **from 10.00 AM on dt.12.06.2024 to 04.00 PM on dt.27.06.2024** during office hours on working days failing which the bid will be rejected. The received original Bid security & Bid cost will be verified **at 11.00 AM on 29.06.2024.**
3. The Bid documents will be **opened** by the assigned Officer in the office of Block Development Officer, Kuarmunda **at 11 AM on 29.06.2024** in presence of the bidders or their authorized representatives who wish to attend.
4. The cost of Bid documents in shape of demand draft issued from any Nationalized scheduled bank may be prepared in the name of the **BDO, Kuarmunda and payable at SBI, Kuarmunda separately for Rs.6,000/-** towards Bid cost. The Bid cost shall be deposited in shape of Bank Draft prepared on or before the last date of receipt and submitted on time of purchase of bid documents.
5. The bid documents can be downloaded from district website: <http://www.sundargarh.odisha.gov.in> on payment of the cost of bid documents of Rs. **6,000/-** in demand draft issued from any Nationalized Scheduled Bank may be prepared in the name of **Block Development Officer, Kuarmunda payable at SBI, Kuarmunda** towards bid cost and submit the demand draft in separate envelope marked **“COST OF THE BIDDING DOCUMENT DOWNLOADED FROM THE INTERNET”** along with the bid documents.
6. The bid is to be submitted in one covers.
 - (i) **Cover-I** is to contain scanned EMD, Cost of bid document, scanned copy of registration certificate, PAN card, valid GST. clearance certificate, undertaking/certificates duly filled, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN & price bid duly filled in and signed by the bidder.
7. The open bid must be accompanied with scanned copies of financial instruments towards **bid security** of the amount as specified in the **Contract Data** along with the Bid in the form of **Fixed deposit receipt of Schedule Bank / KissanVikashPatra/ Post Office Savings Bank Account/ National Savings Certificate / Post Office Time Deposit Account** duly pledged in favour of **Block Development Officer, Kuarmunda** and payable at **SBI, Kuarmunda** the place as specified in the **Contract Data** as per the terms and conditions laid down in OGFR and in no other form. Bidders desirous to hire machineries or equipments from outside the State or owned

CONTRACTOR

BLOCK DEV. OFFICER
KURMUNDA

but deployed outside the State are required to furnish the bid security as specified in the **Contract Data** in form of above shape and as per the above terms and conditions. Bid not accompanied with EMDs as specified above shall be liable for rejection.

8. The intending bidders are required to produce documents viz original Registration Certificate, valid GST. clearance 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 of Schedule-C, preferably within **three working days** from the date of opening of the tender. Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.

9. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

10. All bids received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.

11. Checklist is to be duly filled in.

12. Engineer Contractors 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 for more than two works during the current financial year. The name of work for which and the authority to which the tender is being submitted must be mentioned in the affidavit failing which the tender will be rejected.

13. The ST/SC contractor desires to avail price preference is required to submit an affidavit.

14. The name of work for which and the authority to which the tender is being submitted must be mentioned in the affidavit failing which the tender will be rejected.

15. (i) The Contractors are required to furnish evidence of ownership of principal machineries/equipments in **Schedule-C** as per **Annexure-I for which contractor shall have to secure minimum 80% of marks failing which the tender shall be liable for rejection.**
- (ii) In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machinery from one site to work site of the tendered work in **Annexure-IV of Schedule-C.**
- (iii) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work if these are not engaged and produce certificate from the Executive Engineer as per **Annexure - III of Schedule-C** under whom these are deployed at the time of tendering as to the period by which these machines are likely to be released from the present contract. Certificate from the Executive Engineer of Government of Orissa or Engineer-in-Charge of the project (in case of non-Government projects) under whose jurisdiction the work is going on, shall not be more than 90 days old on the last date of receipt of tender
- (iv) **In case the contractor proposes to engage machineries and equipment's as asked for in the tender document, owned or hired but deployed outside the State, he/she is required to furnish additional 1% EMD /Bid Security.** The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within a period as to be able to execute an item of work as per original programme which will be part of the agreement.
- (v) The contractor intending to hire/lease equipments/machineries are required to furnish proof of ownership from the company/person providing equipments/machineries on hire/lease along with contracts/

agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long term basis for a minimum period of **as mentioned in contract data** from the last date of receipt of Bid .

16. 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 bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule - F**, the bid document will be **summurarily rejected**.
17. **No Relation certificate:** - The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**.
18. (i) Each bidder is to submit along with bid a note regarding his experience on execution of
 - a) Name of the Project: -
 - b) Estimated cost: -
 - c) Total Length of Project: -
 - d) **Major Items of work:** -
 - e) Quantity of items:-
 - i) As per Agreement: -
 - ii) As per execution: -
 - f) Date of Commencement:-
 - g) Stipulated date of Completion: -
 - h) Actual date of completion: -
 - i) Other details if any. : -
19. If an individual makes the application, the individual should sign above his full type written name and current address.
20. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
21. If the application is made by a firm in partnership, it shall be signed by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
22. If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
23. 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.
24. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted in English.
25. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.

**26. Percentage rate contract (Vide Works Department letter no.8310 dt.17.05.2006)
In case of Percentage Rate tender,-**

- (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
- (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned 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.
- (iii) The Contractor will quote percentage excess/less up to one decimal point only. If he writes the percentage excess/less up to two or more decimal points, the first decimal point shall only be considered without rounding off.
- (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
- (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
- (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill

27. The bidder 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 bidder and detailed specifications for Orissa and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.

28. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
29. Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
30. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
31. 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.

32. Additional performance Security:

Additional performance security shall be deposited by the successful bidder before execution of the agreement when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the successful bidder shall deposit the additional performance security to the extent of **1.5 times** of the differential cost of the bid amount, in shape of **Fixed deposit receipt of Schedule Bank / KissanVikashPatra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the Block Development Officer and payable at the place as specified in the Contract Data** which will be over and above the performance security.

Sl No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional performance Security to be deposited by the successful Bidder
1	Below 5%	No Additional Performance Security.
2	From 5% and above and below 10%	50% (Difference between the estimated cost put to tender and Bid amount)
3	From 10% and above	150% (Difference between the estimated cost put to tender and Bid amount)

The additional performance security in any other form will not be accepted. If the Contractor fails to complete

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

33. 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.
34. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
35. i) Schedule of quantities are accompanied in Single Cover. 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.

ii) The quantity mentioned can be increased or decreased 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.
36. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
37. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
38. i) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause 27 of DTCN in form of Fixed deposit receipt of Schedule Bank/KissanVikashPatra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of **Block Development Officer, Kuarmunda** and payable at **SBI, Kuarmunda** 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 **PWD Form P-1** for the fulfillment of the contract in the office of the **BDO. Kuarmunda** and payable at SBI, Kuarmunda or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P1** 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.

ii) The agreement will incorporate all correspondence between the officer inviting the bid/Block Development Officer, Kuarmunda 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.
iii) 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 deposit and additional performance security deposit are received by the Block Development Officer, Kuarmunda. The security will be refunded after **One Year** of completion of the work and payment of the final bill and will not carry any interest.

iv) **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 bidders / tenderers back out from the offer before acceptance of tender by the competent authority.**

v) **Amendment to Para 3.5.18 note -viii of OPWD code Vol-I WD office Memorandum no 12366 dt 8.11.2013**

Before acceptance of tender the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within stipulated time and in case of failure on the part of the agency to achieve mile stone liquidated damage will be imposed.

39. 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.
40. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
41. Bidders are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
42. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the BDO, Kuarmundawill 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 BDO, Kuarmunda is final and binding on the contractor.
43. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipment's and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.

44. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
45. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
46. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
47. The bidder 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.
48. 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 during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
49. Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
50. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MOSRT&H, Govt. of India. MOSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
51. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
52. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
53. Concrete should be machine mixed unless otherwise ordered in writing by the Addl. PD (Tech.) **ZP,Sundargarh.** The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
54. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
55. The bidder 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 bidder due to delay in procurement of materials.
56. 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.
57. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.

58. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.
59. 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.**(DELETED As Department will not supply any material)**
60. All the materials which are to be supplied from Block Office store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After issue from the Block Office store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
61. 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.
62. 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.
63. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
64. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
65. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
66. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
67. The stack of metal and chips will be measured in boxes of 1.5m x 1.5 M x 0.5M which will be taken as 1.5m x 1.5M x 0.44M = 1 Cum.
68. The machineries, if available, with the department may be supplied on hire as per normal hire charges of Government in force at the time of execution of work subject to the condition that the contractor will execute in advance an agreement with the BDO, Kuarmunda.
69. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
70. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will 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. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Sundargarh or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Quality Control and Research Laboratory at Rourkela. Cost of testing of all specimens and samples will be borne by the Contractor.
- e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
71. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
72. No claim for carriage of water what-so-ever will be entertained.
73. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
74. Orissa Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Orissa Bridge and Construction Corporation will also be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
75. **Amendment of existing Clauses** :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in -Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
76. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
77. The Prevailing rate of GST. on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.

78. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the BDO, Kuarmunda with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
79. **CESS @ 1 (one)%** of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
80. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
81. Under section 12 of contractorslabour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
82. **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 Engineer-in-Charge.
83. 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 defect liability period for the work is **12 (twelve) calendar months** from the date of successful completion of the work.
84. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
85. (a) (i): REIMBURSEMENT/RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT).

If during the progress of the work the price of any materials (Excluding the cost of steel cement incorporated in the work (not being materials supplied from the Block Office store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen)months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen)months there from.

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

Price adjustment for increase or decrease in cost of materials other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

M_0 = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause -98 (d) below.

(a)(ii): REIMBURSEMENT/ RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER:

If after submission of the tender, the prices of Steel, Cement (not being supplied by the Department) increases/ decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel are to be made by the BDO. Kuarmunda with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge.

Recovery in case of decrease in prices of cement, steel, bitumen & pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase/decrease in prices of cement, steel, Bitumen and Pipes for reimbursement/recovery shall be determined as follow.

a) Adjustment towards differential cost of cement

$V_c = (C_i - C_0) / C_0 \times$ Actual quantity of cement utilized in the work during the quarter under consideration \times base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.

V_c = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

C_i = All India Wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi.

C_o = All India Wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of Steel

$V_s = (S_i - S_o) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration.}$

V_s = Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.

S_i = Cost of the Steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_o = Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

c) Adjustment towards differential cost of Bitumen.

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

V_b = Different cost of Bitumen i.e. amount of increase or decrease in rupees to be paid or recovered.

B_i = Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.

B_o = Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of pipes.

$V_p = 0.85 \times P_p / 100 \times R (P_i - P_o) / P_o$

V_p = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the clause 98 (d).

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.

P_i = All India Whole sale price index for the period under consideration as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

P_o = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

85. (b): REIMBURSEMENT/ REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant

to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof for this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase/decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$$

V_i = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

L_o = the minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

L_i = the minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

P_i = Percentage of labour component of the work, as indicated in the clause 98 (d).

85. (c): The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

PERCENTAGE TABLE

SI No	Category of Works		% Component (Cost wise)		
			Labour (P _i)	POL (P _i)	Steel + Cement + Bitumen+ Other Materials*
1.	R&B Works (% of Component)	Road Works	5	5	90
		Bridge Works	25	5	70
		Building Works	25	-	75
2.	Irrigation Works (% of Component)	Structural Work	20	5	75
		Earth, Canal & Embankment Work	25	10	65
3.	PH Work	Structural Work	25	5	70
		Pipeline Work	5	-	Pipe-70% *Other materials-25%
		Sewer line	10	-	Pipe-70% *Other materials-20%

**Note: - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.*

85(d): APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, cement and wages , keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-

- charge, furnish documents to be verified in such a manner as the Engineer-in-charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition along with information relating thereto which he may be in a position to supply.
- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
86. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
87. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
88. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site 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 BDO, Kuarmunda 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 Site Order Book shall be the property of the PanchayatSamiti, Kuarmunda and shall not be removed from the site of work without written permission of the BDO, Kuarmunda and to be submitted to the Engineer-in-charge every month.
89. The bidder should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
90. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
91. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 11 of the **P-1** Contract.
92. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa P.W.D. Code, I.S Code Specifications with latest revision / amendment are also binding on the part of the contractor.
93. No part of the contract shall be sublet without written permission of the B.D.O, Kuarmunda or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
94. 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.

95. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
96. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
97. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
98. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
99. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
100. Number of tests as specified in I.S Code 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.
101. i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
 ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of S.E and above.
 iii) After completion of the Project in all respects the Project Furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
102. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is

recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer -in-charge when any plant or machinery goes out of order requiring major repairs.

The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work.

The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time to time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

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

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

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

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

This agreement made the

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

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

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

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

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

damage and recover the cost thereof from the hiree. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government, the decision of the Superintending Engineer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

THE SCHEDULE

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

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

Signed by:

- 1.
- 2.

Signed sealed and delivered in the presence of

- 1.
- 2.

- 103. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
- 104. 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.
- 105. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

CONTRACTOR

BLOCK DEV. OFFICER
KURMUNDA

106. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.
107. ADDENDUM TO THE CONDITION OF P1 CONTRACT
Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-
- 2.1. Progress of work and Re-scheduling programme.**
- 2.1.1. The Block Dev. Officer, Kuarmundashall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme commensurate **to Clause No. 2.1.3 of P-1 Contracts**
- 2.1.3. Howing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.4. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.5. 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.
- 2.1.6. 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.
- 2.1.7. 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 Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors

to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

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

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

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 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 **Executive 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 for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 of **P-1 Contract**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.4. Management Meetings.

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

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

Clause-2 (b) of Percentage Rate 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.

108. 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..
109. **EIGIBILITY CRITERIA: - To be eligible for qualification, applicants shall furnish the followings.**
- a. **Required E.M.D (Bid Security) as per the clause No. 06 and Cost of Bid document as per Clause No.04 of DTCN.**
 - b. **Scanned Copy of valid Registration Certificate, Valid VAT clearance certificate, PAN card along with the tender documents as per Clause No.07 of DTCN.**
 - c. **Information regarding (i) Evidence of ownership of principal machineries / equipments in Schedule-C as per Annexure-I of Schedule-C (ii) Annexure-III of Schedule-C & (iii) Annexure-IV of Schedule-C if required as per Clause No.10.scanned copy of all documents are to be furnished with the bid**
 - d. **The prospective applicant in its name should furnish list of similar nature of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2 Similar nature of work.**
 - e. **Information in scanned copy 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 11. No Relation Certificate in Schedule A as per clause 12**
 - f. **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 but before the stipulated date & time for opening of the bid as per contract data**
 - g. **The Engineer Contractor seeking for availing exemption of EMD as an Engineer Contractor Certificate holder has to submit an affidavit that, he has not availed exemption of EMD in tender more than two works during the current financial year.**
110. **RESERVATIONS OF THE TENDER INVITING AUTHORITY**
1. If any bonafied mistake or omission in the wording & description of any clause in DTCN is left unnoticedly& inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. **Block Development Officer, Kuarmunda** reserves every right to correct that and all purchasers will abide by that correction

2. Similarly, if any bonafied arithmetical error or mistake / omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticedly & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. **Block Development Officer, Kuarmunda** reserves every right to correct that and all purchasers will abide by that correction.
3. (i) In case of doubt / confusion / ambiguity on any score regarding qualification or disqualification of any tender for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender i.e. **Block Development Officer, Kuarmunda** will be final & binding to all concerned for all purposes.
- (ii) Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Engineer-in-charge of the work i.e. the Superintending Engineer, PR & DW Department Odisha concerned within his limitations / power, will be final & abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.
111. In case of ambiguity between clauses of this **DTCN** and the **P1** contract form, the relevant clauses of the P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.
112. **That, for the purpose of determining the jurisdiction in the event of any dispute in the contract, it 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 with regard to the matter by this contract at any place outside the State of Odisha.**
113. **The Authority reserves the right to cancel the tender without assigning any reason thereof**
- Total: - 113(One hundred thirteen) clauses only.

Approved

Block Development Officer
Kuarmunda

TENDER FOR WORKS

I/we do hereby tender for the execution for the Govt.ofOdisha for the work specified in the underwritten memorandum at the rate specified therein a period of 1 (one) calendar month from the date of written order to commence and in accordance in all respects with the specifications designs and other documents referred to rule .I thereof and subject to the annexed conditions of contract and with such materials as are provided for , by and in all other respects in accordance with such condition so far as applicable .

MEMORANDUM

- | | | | | |
|---|----|------------------|-----------------|----------|
| 1. Name of the Work | : | | | |
| 2. Estimated Cost | : | | | |
| 3. Amount Put to Tender | : | | | |
| 4. Percentage In Figure | : | Excess :- | %/Less:- | % |
| In words | :- | (|) / (|) |
| 5. Earnest Money Deposited
at the time submission
of tender | : | | | |
| 6. Initial Security Deposit to be deposited
Before the commencement date
(2% of the cost of the bid value) | : | | | |
| 7. Additional performance security to be
Deposited before the commencement of work | : | | | |
| 8. Percentage to be deducted from the bill
Towards contractors security deposit @ 5% | : | | | |
| 9.1% as cess towards construction work
Vide L& E resolution No. 12653/dtd.15.12.2008 | : | | | |
| 10.Income Tax to be deducted from the bill @ 1% | : | | | |
| 11. GST. to be deducted from the bill @ 2% | : | | | |
| 12.Date of written order to commence the work | : | | | |
| 13. Time required for the work from date of
written order to commence | : | | | |
| 14.Actual date of commencement of the work | : | | | |
| 15. Schedule date of completion | : | | | |
| 16. Total No. of item of works tendered for | : | | | |

CONTRACTOR

BLOCK DEV. OFFICER
KUARMUNDA

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

Dated the day of 2024.

Signature of the Contractor
with Full Address before Submission of the tender

Witness :-

Address :-

Occupation:-

The above P-1 agreement is here by accepted by me on behalf of the Governor
Of Odisha on the day of 2024.

BLOCK DEVELOPMENT OFFICER
KUARMUNDA

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

Dated the day of 2024.

Signature of the Contractor
with Full Address before Submission of the tender

Witness :-

Address :-

Occupation:-

The above P-1 agreement is here by accepted by me on behalf of the Governor
Of Odisha on the day of 2024.

BLOCK DEVELOPMENT OFFICER
KUARMUNDA

SCHEDULE-A**CERTIFICATE OF NO RELATIONSHIP**

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE-B

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE
ENGINEER / DIPLOMA HOLDERS

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

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

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt ./ Public Sector Undertaking / private Companies and s or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.

Date :-

CONTRACTOR

BLOCK DEV. OFFICER
KURMUNDA

ANNEXURE - I OF SCHEDULE-CLIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK
(MINIMUM REQUIREMENT)

SL NO	List of Plants & Equipments	Requirement	Mark	Remarks
1	Truck/Tipper	1Nos	15	
2	Concrete Mixture Machine	1 No	15	
3	Water Tanker	1 No	15	
4	Generator	1 No	10	
5	Plate Vibrator	1 No	15	
6	Needle Vibrator	1 No	15	
7	Centering & Shuttering materials	1250 Sqm	15	
		Total	100	

NOTE:

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

ANNEXURE - II OF SCHEDULE-C**CAPACITY OF PLANTS AND EQUIPMENTS**

1. GeneratorHaving capacity of 125 KVA
2. Water Tanker6 KL Capacity
3. Truck /TipperHaving minimum capacity of 10.00 tones
4. Mixture MachineHaving capacity
Note:- The capacity of T & P as mentioned Annexure-1 of schedule C should be applicable for this work.	

ANNEXURE - III OF SCHEDULE-C

**CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER
UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED
(Not issued prior to 90 days of receipt of tender)**

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

Certified that,

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

**Block Development Officer,
Kuarmunda**

ANNEXURE - IV OF SCHEDULE-C

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

Sl. No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed.	Time schedule for movement of equipment/ machineries to work site for use in tendered work
1	Truck/Tipper	1 Nos				
2	Concrete Mixture	1 No				
3	Water Tanker	1 No				
4	Generator	1 No				
5	Plate Vibrator	1 No				
6	Needle Vibrator	1 No				
7	Centering & Shuttering	1 No				

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

Signature

SCHEDULE "C"

CONTRACTOR

BLOCK DEV. OFFICER
KURMUNDA

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

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be					Remarks
		3	4	5	6	7	8	9	10	11			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

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

Signature

CONTRACTOR

BLOCK DEV. OFFICER
KURMUNDA

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SCHEDULE-D1

WORKING EXPERIENCE

D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

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

Signature

SCHEDULE-D2

WORKING EXPERIENCE

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

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

Signature

SCHEDULE-“E”**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR
ABANDONMENT OF WORK BY THE TENDERER**

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

Note:

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

Signature

SCHEDULE - F**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither **our firm M/s _____** nor any of its **constituent partners / I** have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the firm or Bidder)

Date:-

APPROVED for 43 (Forty Three) Pages Only

**Block Development Officer
Kuarmunda**