ଓଡ଼ିଶା ସରକାର

GOVERNMENT OF ODISHA

G R A M P A N C H A Y A T O F F I C E , J A R A S I N G H A

DISTRICT: BOLANGIR, ODISHA - 767061

TENDER SCHEDULE

Name of Work: **Renovation of Jarasingha Khaliabandha**

Value of Work: Rs.1485149(Rupees Twenty fourteen Lakhs eightty five Thousand one hundred fourty nine Only)

Head of Account : 4th SFC(2018-19)

Panchayat Executive
Officer,Jarasingha

APPROVED TENDER SCHEDULE

TENDER CALL NOTICE NO: - 01/JRsg/2019-20 of Grampanchayat, Jarasingha

Name of Work: Renovation of Jarasingha Khaliabandha

Value of Work (Amount put to tender)	:	Rs.1485149/-
Head of Account:	:	4th SFC(2018-19)
E.M.D. required	:	Rs. 14900/-
Class of contractor	:	"C" & "B"
Cost of tender paper	:	Rs. 6,000/-
Period of completion	:	6 Calendar months
Last date of sale of tender paper	:	Dt. 05.06.2019 up to 11.00 AM
Last date of receipt of tender paper	:	Dt.05.06.2019 up to 1.00 PM
Date & time of opening of tender paper	:	Dt.06.06.2019 at 8.00 AM

The tender documents contain 23 (Twenty three) pages only.

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

RECORD OF SALE OF TENDER DOCUMENTS

Name of Work :		:	Renovation of Jarasingha Khalia Bandha.
1.	Tender Call Notice No	:	TENDER CALL NOTICE NO:- 01/Jrsg/2019-20 of Gram Panchayat,Jarasingha
2.	Name, class & address of the Contractor	:	_____ _____ _____ _____ _____
3.	Registering Authority with validity period.	:	_____
5.	Date of application	:	_____
6.	Date of Receipt of Application in Block Office	:	_____
7.	Date of Issue of Tender Documents	:	_____
8.	Date of Receipt of Tender Documents as per Call Notice	:	_____
9.	Cost of Tender Documents	:	**Rs.6,000/-**
10.	Money Receipt No.	:	**_____/dt_____**
11.	Total No. of Pages in the Tender Documents	:	**24 (Twenty four) pages only**

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

RECORD OF RECEIPT OF TENDER DOCUMENTS

(TO BE FILLED IN AT THE TIME OF OPENING OF TENDER)

1.	Date of Receipt	:	_____
2.	Date of opening	:	_____
3.	No. of pages in the Tender document	:	_____
4.	Details of E.M.D. with remarks(pledged / Un-pledged	:	_____
5.	Whether valid I.T.C.C./PAN furnished	:	_____
6.	Whether valid GSTN furnished	:	_____
7.	Whether No- relationship certificate furnished	:	_____
8.	No. of corrections if any with remarks(Attested / Un-attested by the tenderers	:	_____
9.	No. of overwriting if any with remarks (Attested / Un-attested	:	_____
10.	No. of Interpolations	:	_____
11.	No. of omissions if any	:	_____
12.	If rates quoted in words and Figures tally	:	_____

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

Gram Panchayat,Jarasingha
DIST. Balangir

INVITATIONS FOR BIDS

Detail Tender Call Notice No. 01/Jrsg/2019-20, Dated:29.05.2019

1. The Panchayat Executive Officer/ Sarapanch,Jarasingha on behalf of Governor of Odisha invites percentage rate bids in sealed cover in conformity with detailed tender call notice no: 01/Jrsg/2019-20 to be eventually drawn up in State P.W.D. Form P-1 contract for the execution of works detailed in the table from eligible class of contractors mentioned against the work 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. The bidders may submit bids for any or all of the following works.

Sl no	Name of Work	Approximate Value of work (Rs.)	Bid Security 1 % EMD (Rs.)	Cost of document	Class of Contractor	Period of completion
1	2	3	4	5	6	7
1	Renovation of jarasingha Digsira bandha.	**2475342/-**	**24800/-**	**6,000/-**	**C&B**	06(six) Calendar Months
2	Renovation of Jarasingha Khaliabandha.	**1485149/-**	**14900/-**	**6000/-**	**C&B**	4(four) calendar months

2. 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 Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.
3. Bid must be accompanied by bid security (EMD-1%) of the amount specified for the work in the table above in any one of the forms as specified in the bidding document i.e**. N.S.C. / K.V.P. / Postal Saving Bank Accounts / Deposit receipt of Scheduled Bank / Post Office Term Deposit Account** duly pledged in favour of the Panchayat Executive Officer/Sarapanch,Jarasingha. Bids must also be accompanied by self attested xerox copy of valid GST clearance , PAN card and valid contract registration certificate, up to date ITCC failing which the bid will be liable for rejection..
4. The sale of the Bid document shall start from **Dt.29.05.2019 to Dt.05.06-2019 upto 11.00 AM at Gram Panchayat ,Jarasingha** and receipt of bid documents shall close on **Dt. 05.06.2019** at 1**.00PM** inGram Panchayat,Jarasingha .
5. Bids must be delivered in the tender box having mentioned as Tender Call Notice No. 01/Jrsg/19-20 in Gram Panchayat ,Jarasingha .
6. Bid documents can be down loaded from official website of Government of Odissa (http://www.balangir.nic.in) . The bidders who have downloaded the bidding documents from the internet site will have to pay the cost of the tender document as indicated in col no. 5 of the above table in shape of demand draft/ bankers cheque in favour Sarapanch,Jarasingha payable at **SBI Tusura** in a separate envelope marked "**Cost of bidding documents down loaded from the internet**" with the bid document. Authority will not be held responsible, if any portion of the bid document is excluded or modified in the downloaded bid document.
7. Bidding documents requested by mail will have to be dispatched by registered / speed post on payment of an extra amount of Rs. 500/- over the cost of documents. The undersigned will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
8. The Bids will be opened on the **Dt06.06.2019 at 8.00AM** in the office of the undersigned, in the presence of the members of tender committee of Gram Panchayat,Jarasingha bidders or their authorized agents who wish to attend at the Meeting hall of Gram Panchayat,Jarasingha. If the office happens to be closed on the date of opening of the bids as specified the bids will be opened on the next working day at the same time and venue respectively. Other details can be seen in the bidding documents.
9. **Additional performance security shall be deposited by the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as APS in shape of Demand Draft / Term Deposit Receipt pledged in favour of Panchayat Executive Officer/Sarapanch,Jarasingha by the successful bidder within seven days opening of the bid.**

CONTRACTOR | **Sarapanch Jarasingha GP** | **Panchayat Executive Officer Jarasingha GP**

10 In case of Engineering contractors seeking exemption of EMD are instructed to enclose an affidavit regarding the list of works awarded during the current financial year 2019-20 with exemption of EMD along with an application to avail the same for this work and will submit copy of original contract license and produce the original license at the time of opening of tender, otherwise the tender will be rejected.
11 Scheduled Caste and Scheduled Tribe Tenderers will be given concession where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him/ them at the lowest tendered rate.
12 If any bidder quotes less than 15% (fifteen) of the amount put to tender then such a bid shall be rejected and the tender shall be finalized basing on merit of the rest bids.
13 The tenderer while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
14 The tender bidding for more than one work is required to submit the bid documents separately i.e one envelope for each work with individual EMD. The bidding documents are to be properly sealed and clearly superscripted with the name of work with serial nos of the work.
15 The percentage quoted in the tender without mentioning excess or less shall be treated as excess.
16 The agency bidding for the work put of this notice, shall have to mention percentage of excess/less (both in words & figure) over the amount put to tender required by him in the prescribed format at the end of the bill of quantity. In the event of discrepancies the words & figure, the percentage quoted in words will count.
17 Validity of tender shall be 90 days from the date of opening of tender.
18 The Panchayat Executive Officer/ Sarapanch,Jarasingha reserves right to reject any or all the tenders without assigning any reason thereof.

Panchayat Executive Officer/Sarapanch,Jarasingha

Memo No. _____ / Dt.29.05.2019

Copy to the Editor, Sambad, (Sambalpur Edition), Editor, Dharitri, (Sambalpur Edition) (for one day i.e. Dt.30.05.2019) with a request for arranging publication of this tender call notice in daily Newspaper for wide circulation at the rate prescribed by Govt. in I & P.R. Deptt. / Copy to the DI & PRO Bolangir for kind information and necessary action.

Panchayat Executive Office/Sarapanch,Jarasingha

Memo No. _____ / Dt.29.05.2019

Copy submitted to the Secretary, Information & Public Relation Deptt. Government of Odisha for favour of kind information. / Copy submitted to the N.I.C., Bhubaneswar/ DIO NIC Balangir with a request to display the bid document in the website up to Dt.05.06.2019 till 1.00 PM.

Panchayat Executive Officer/Sarapanch,Jarasingha

Memo No. _____ / Dt.29.05.2019

Copy submitted to Deputy Secretary, PR_Deptt. Odisha, Bhubaneswar for kind information and necessary action.

Panchayat Executive Officer/ Sarapanch,Jarasingha

Memo No _____ / Dt.29.05.2019

Copy forwarded to Chief Construction Engineer, Lower Suktel Project Balangir/ Executive Engineer (R&B) Division, Bolangir / Kantabnji / R.W. Division, Bolangir / Irrigation Division, Bolangir / M.I. Division, Bolangir / P.H. Division Bolangir / WESCO, Bolangir / ADM, Bolangir / All Sub Collectors of Balangir District / All B.D.O.s/ All Tahasildars under Bolangir District / Office Notice Board for information and wide circulation.

Memo No _____ / Dt.29.05.2019

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

Copy submitted to The Collector & District Magistrate, Balangir for favour of kind information.

Panchayat Executive Officer/Sarapanch,Jarasingha

Memo No _____ / Dt.29.05.2019

Copy submitted to the Additional Project Director (Tech), DRDA, Balangir with request to attend in the O/O of the undersigned at the time of opening of sealed tender bid documents.

Panchayat Executive OfficerSarapanch,Jarasingha

Memo No _____ / Dt.29.05.2019

Copy to PA to Superintendent of Police, Balangir for kind information of SP, Balangir/Copy to Inspector-in-charge PS Deogaon for information and necessary action. He is requested to kindly arrange police force in the office of the undersigned for smooth completion of the tender process on above dates.

Panchayat Executive Officer/Sarapanch,Jarasingha

Memo No _____ / Dt.29.05.2019

Copy to Assistant Executive Engineer, / JE/ of Deogaon Block for information and necessary action

Panchayat Executive Officer/ Sarapanch,Jarasingha

Memo No _____ / Dt.29.05.2019

Copy to Office Notice Board / Tender File concerned.

PanchayatExecutiveOfficer/Sarapancha,Jarasingha

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

Schedule XLV-Form No. 61

GRAM PANCHAYAT OFFICE: JARASINGHA

(FORM F-2)

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Direction for the guidance of Contractors.

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the Office of and signed by thePanchayat Executive Officer/ Sarapanch,Jarasingha.

   This notice will state the work to be carried out. The items and approximate quantities there of as well as the date of submitting and opening of tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the parentage if any, to be deducted from bills. Copies of the specification, designs, drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the PANCHAYAT Executive Officer/Sarapanch,Jarasingha shall also be open for inspection by the contractor at the office of thePanchayat Executive Officer/ Sarapanch,Jarasingha during the office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payments made on account of work, when executed by a firm must also be signed by the several partners, except where the contractor are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. The memorandum of work tendered for and the memorandum of materials to be supplied byPanchayat Executive Officer/ Sarapanch ,Jarasingha and their issue rates shall be filled in and completed in the office of thePanchayat Executive Officer/ Sarapanch,Jarasingha before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completed and delivers his tender.

   The amount of earnest money to be deposited will be percent of the tendered amount.

5. Any persons who submit a tender shall fill-up the usual printed form starting at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation to tender or which contain any other conditions of any sort or omit to note the time within which the work can be finished or which are not accompanied by a Treasury Challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit a separate tenders for each. Tender shall be the name of the work to which they refer written outside the envelope case deposits for earnest money herein before mentioned shall be made in Govt. Treasuries and the Challan thereof should be enclosed with the tender.

6. The Engineer of his duly authority assist will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statements in a suitable form. In event of a tender being rejected the challan for the earnest money forwarded therewith be returned to the tender with a pay order for the amount of the earnest money.

7. The Engineer shall have right to rejecting all or any of the tenders.

8. In the event of a tender being selected for acceptance, the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall thereupon sign copies

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

of the specification and other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amounts of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within prescribed time, the engineer may reject the tender.

If the engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decided to recommended for acceptance. Such tender shall thereupon sign forthwith copies of the required amount of the security money within the prescribe time. The tender with the specification and other documents signed by the tenderer with then be forwarded for acceptance to the Engineer who is competent to accept the same. If the said Engineer rejects the tender the security money deposited shall be refunded to the tenderer.

9. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the Treasury and shall forward the challan to thePanchayat Executive Officer/ Sarapanch,Jarasingha. Government securities may be endorsed to thePanchayat Executive Officer/ Sarapanch,Jarasingha in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

10. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10 percent of the estimate value of the work and towards this amount the earnest money already deposited by him shall be credited. Atleast half of the security inclusive of the earnest money, shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening the tender, failing which tender shall be liable to rejection.

    Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deduction of 5 percent of the amount of each payment to be made him under clause 7 of the conditions for work done under the contract.

11. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer shall scrutinize all pages of the form of Item, Rate, Tender and Contract for works to see that the form has been properly filled up and signed by the contractor and the signature witnessed. He shall then, if he is competent, shall send the form for signature of the acceptance to the officer competent to accept it.

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

TENDER FOR WORK

I / We hereby tender for execution for the Gram Panchayat Office, Jarasingha of the work specified in the under written Memorandum at the rates specified there in within a period of three months from the date of written order to commence and in accordance in all respects with the specification. Designs, Drawing and other documents refer to in rule, I here of and subject to the annexed condition and with such material as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

a)If several sub-work are included they should be detailed in separately

b&c) sum total of these will be 2% of the estimated cost of agreement

e)This percentage deduction from bills will be credited to the contractors security Deposit

Signature of witness to one tenderers Signature.

Signature of Officer by whom accepted

a) Name of work _____

b) Estimate Cost _____

c) Agreement Amount _____

d) Earnest Money _____

e) Initial Security Deposit (Including earnest money) to Rs. _____

be deposited before the commencement of the work.

f) Income Tax @ 2% + surcharge of the Bill to be recovered or as

amended from time to time _____

g) Additional performance Deposit _____

h) Percentage to be deducted from Bill :

Rs._____(Rupees_____

i) Time required for the work from the date of written order to commencement

_____ calendar months.

j) Date written order to commence _____

k) Total No. of work tendered for _____

Should this tender be accept. I/We hereby agree to abide by and fulfill all the term and provision of the said condition of contract annexed here to so far as applicable, on in default thereof to forfeit and pay to the Government of Odisha or his successors in office, the sum of Money mentioned in the said conditions.

Witness –

Address –

Occupation –

The above tender is hereby accepted by me on behalf of the Government of Odisha.
Dated the _____ day of _____2019.

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

CONDITION OF CONTRACT

Compensation for delay

Clause-1: All compensation or other sums of money payable by the contractor to Government under the terms of the contract may be deducted from, or paid by, the sale of sufficient part of his security deposit or from the interest arising there from, or form any sum which may be due or may become due to the contractor by Government or any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of the security deposit or any part of thereof.

Clause-2: a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be or essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to half percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that work remains un-commenced, or unfinished after the proper dates.

The work should not be considered finished until such date as the Panchayat Executive Officer/Sarapancha.Jarasingha shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Panchayat Executive Officer/Sarapancha,Jarasingha or his authorized agents, are fully complied with by the contractor to the Panchayat Executive Officer/Sarapancha,Jarasingha satisfaction.

And further, to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month; to complete one fourth of the whole of the work before on-fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed and three fourth of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Actions when whole security deposit is forfeited

Clause-2:b) If there are possibilities of exceeding him compensation amount as mentioned in clause (a) 10%of the estimated cost, or in any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (Whether paid in one sum or deducted by installment) the Panchayat Executive Officer/Sarapancha,Jarasingha on behalf of the Governor of Odisha, shall have the power to adopt any of the following courses, as he may deem best suited to the interests of the Government.

a**)** "To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Panchyat Executive Officer/Sarapancha,Jarasingha shall be conclusive evidence), and
20% of the value of left-over work will be realized the contractor as penalty"

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

(Works Deptt. No. 10639, Dt. 27.05.2005)

b) To employ labour paid by the P.R Department and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Panchayat Executive Officer/Sarapancha,Jarasingha shall be final and conclusive against the contractor) and crediting him with the vlue of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Panchayat Executive Officer/Sarapancha,Jarasingha as to the value of the work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part of the work of the contract as shall be unexecuted out of his hands and to give in to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which should have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Panchayat Executive Officer/Sarapancha,Jarasingha shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Government under the contractor otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of above courses being adopted by the Panchayat Executive Officer/Sarapancha,Jarasingha, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to, the execution of the work or the performance of the contract. And in case the contract shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract unless & until the Panchayat Executive Officer/sarapancha,Jarasingha shall have certified in writing the performance of such work and the value payable in-respect thereof and he shall only be entitled to be paid the value so certified.

Contractor remain liable to pay compensation if action not taken under Clause-6

d) Security deposit of the contractor shall be refunded only one year after the date of completion of the work provided the final bill has been paid and defect, if any rectified.

Clause-3: In any case in which any of the powers, conferred upon the Panchayat Executive Officer/Sarapancha, Jarasingha by Clause-3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Panchayat Executive Officer/Sarapancha,Jarasingha putting in force the powers vested in him under the preceding clauses he may, if he so desire, take possession of all or any tools, plant materials and stores, in or upon the works, or the site: thereof or belonging to the contractor, or procure by him and intended to be used for the execution of the work or any part thereof shall be final, otherwise the Panchayat Executive Officer/Sarapancha,Jarasingha may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent

Power to take possession of or require removal of or sell contractors plants

require him to remove such plants, materials or stores from the premises (within a time to be specified in such notice) ; and in the event of the contractor failing to comply with any such requisition, Panchayat Executive Officer/Sarapancha,Jarasingha as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Extension of time

Clause-4: If the contractor shall desire in extension of time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing: to the Panchayat Executive Officer/Sarapanch,Jarasingha within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Panchayat Executive officer/Sarapanch,Jarasingha shall, if in his opinion (Which shall be final) reasonable grounds be shown thereof, authorize such extension of time, if any, as may in his opinion, be necessary or proper. The Panchayat Executive Officer/Sarapanch,Jarasingha shall at the same time inform the contractor whether he claims compensation for delay.

Final Certificate

Clause- 5: On completion of the work, the contractor shall be furnished with a certificate by thePanchayat Executive Officer/Sarapanch,Jarasingha (Herein after called the Junior Engineer) of such completed, but no such certificate be given nor shall the 'work be considered to be completed until the contractor shall have removed from the area of the premises to be distinctly marked by the Panchayat Executive officer/Sarapanch,Jarasingha in the site plan on which the work' shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Officer of the Gram Panchayat Office in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clauses as to removal of scaffolding, surplus materials, rubbish & cleaning off dirt on or before the date fixed for the completion of works, the Junior Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish & dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forth-with pay the amount of all expense incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

If in the opinion of Junior Engineer, which shall be final and binding on the contractor, occupation or utilization of a portion of the work completed in no way interferes with progress of the work the same may be occupied or utilized by on behalf of the Govt. under the written order of the Junior Engineer and to get the defects, if any rectified by the contractor at his (contractor) own cost within six months from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Payments on intermediate certificate to be regarded as advance and bill to be submitted monthly.

Clause- 6: A bill shall be submitted by the contractor each month on or before the date fixed by the Junior Engineer for all works executed in the previous month, and the Junior Engineer or his sub-ordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill. If he does not submit the bill within the time fixed as aforesaid the Junior Engineer or his Sub-ordinates shall measure up the said

work in the presence of the contractor whose counter signature of the measurement list will be sufficient warrant, and the Junior Engineer or his Sub-ordinates shall prepare a bill from such list which shall be binding on the contractor in all respects.

Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done & completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, determine, or effect in any way the powers of the Junior Engineer under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise or in any other way vary or affect the contract.

Store supplied by the Govt.

Clause- 7: The final bill shall be prepared by the offices of the Panchayat Executive Officer/Sarapanch,Jarasingha in accordance with the rule of the Deptt. in the presence of the contractor within 1 month of the date fixed for completion of the work.

Clause- 8: If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Junior Engineer store, or it is required that the contractor shall use certain stores to be provided by the Junior Engineer under the conditions of this contract (Such materials & Stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convinience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum here to annexed), the contractor shall be supplied (with such materials and stores noted in the annexed scheduled as are required from time to time to be used by him for purpose of the contract only and the value of the full quantity of materials and stores so supplied) at the rates specified in the said schedule may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Govt. securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Govt. and shall not on any account be removed from the site of the work, and shall at all times be opened to inspection by the Junior Engineer, Any such materials used and in any perfectly good condition as the time of the completion or determination of the contract shall be returned to the Junior Engineer store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause-9 (a): If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provisions of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal, arising out of this contract be liable to pay a penalty equivalent to 5 times the price of the said materials of stock, according to the

stipulated rate, the penalty so imposed shall be recoverable from any sum that may be then, or at any time thereafter may become due to the contractor, or at from his security deposit, or the proceeds of sale thereof.

b) Owing to difficulty in obtaining certain materials in the open market the Govt. have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Dept. and the contractor is therefore, required to keep himself in touch with the day-to-day position regarding the supply of materials from the Junior Engineer and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the govt. on account on delay in supplying materials. However extension of time for completion of work can be granted on timely application by the contractor vide also clause 5.

Works to be executed in accordance with specification, drawing & order etc.

Clause- 10: The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification.

The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the works signed by the Junior Engineer and lodged in his office and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification and of all such designs, drawings and instructions as aforesaid.

Do not invalidate the contractors

Clause- 11: The Junior Engineer shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during In the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by Junior Engineer and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on of the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Junior Engineer shall be conclusive as to such proportion. And if the additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such rates of mentioned class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the junior Engineer of the rate which it is his intention to charges for such class of work, and if the Junior Engineer does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Extension of time in consequence of alterations

Rates of work not in estimate or schedule of rate of the district

No deviations from the specification stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, addl. Or substituted work be carried out by him unless the rates of the substituted, altered or addl. Items have been approved and

fixed in writing by the Junior Engineer. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Junior Engineer. For the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

No compensation for alteration in or restriction of work to be carried out.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid accordingly to such rate or rates as shall be fixed by the Junior Engineer. In the event of a dispute, the decision of the superintending Engineer of the circle will be final.

Action and compensation payable in case of bad work.

Clause- 12: If at all time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out. The Junior Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or advantage, which he might have derive from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Work to be open to inspection

Contractor or responsible agents to be present

Clause- 13: If it shall appear to the Junior Engineer or his subordinate-in-charge of the work, that any work has been executed with un-sound, imperfect or-unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Junior Engineer specifying the work materials or article complained of not-withstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or article so specified and provide other proper and suitable materials or article at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Junior Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days, while his failure to do so shall continue and in the case of any such failure the Junior Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Notice to be given before work is covered up.

Clause- 14: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Junior Engineer and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the Junior Engineer or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing to be Present for that purpose. Order that given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor liable to damage done and for imperfection for three months after certificate.

Clause- 15: The contractor shall be given not less than five days' notice in writing to the Junior Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and any work without the consent in writing of the Junior Engineer or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at contractor's expense, or in default thereof payment or allowance shall be made for such work or the materials with which the same work executed.

Contractors to supply plant, ladders, scaffolding etc.

Clause- 16: If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatever or any imperfection become apparent in it within 3 months from the date of final certificate of its completion shall have been given by the junior Engineer, as aforesaid, the contractor shall make the same good at his own expense, or in default, the Junior Engineer may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Junior Engineer shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Junior Engineer.

And is liable for damages arising from non provision of lights, fencing etc.

Clause- 17: The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract, be supplied from the Junior Engineer stores), Plant, tools, appliances, implements, ladders cordage, tackle scaffolding the temporary work requisite or proper for the proper execution of the work, whether original altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying, or complying with the requirement of the Junior Engineer as to any matter as to which under this conditions, he is entitled to be satisfied, which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means & materials necessary for the purpose of setting out works and counting, weighting and assisting in the measurement examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Junior Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expense of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause- 18: No female labour shall be employed within the limits of a cantonment.

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The contractor shall not employ for the purpose of his contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

The Panchayat Executive Officer/Sarapanch, Jarasingha shall have the right to enquire in to and decide any complain to alleging that the wages paid by the contractor any labourer for the work done by such labourer, is less than the wages/ paid for similar work in the neighborhood.

The Junior Engineer or the work-in-charge shall have the right to decide whether any lobourer employed by the contractor is below the age of twelve years, and to refuse to allow any labourer whom he decide to be below the age of twelve years, to be employed by the contractor.

b) The contractor shall employ one or more Engineer Graduate or Diploma holders as apprentices at his own cost if the works as shown in the tender exceeds Rs. 2,50.000/-. The apprentices will be selected by the Block Development Officer. 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 number of apprentices to be employed should be fixed by the Block Development Officer in a manner, so that the total expenditure does not exceed 1% of the tendered cost of the work.

c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the state of Odisha like wise 'A' class contractor shall employ under him one graduate engineer or two diploma holders belonging to that state of Odisha. Undertakings/Private companies and firms or be ineligible for appointment to the contractor shall pay to the engineering personnel monthly emoluments which shall not be less the emoluments of the personnel of equivalent qualification employed under the state Govt. of Odisha. The Chief Engineer, Roads, Odisha may however assist the contractor with names of such un-employed Graduate Engineers and Diploma holders if such help is sought for by the contractor.

The name of such Engineering Personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work.

Each bill of the Special class or 'A' class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma holders so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide work Deptt. Office memorandum No. codes 15/85: 15384 Dt. 9.7.91)

Works not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Clause- 19: The contract shall not be assigned or sublet without the written approval of the Panchayat Executive Officer/Sarapanch,Jarasingha. And if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any insolvency proceeding or make any composition with his creditor, or attempt to do so, or if any bribe gratuity gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servant or agents to any public officer or person in the employ of Govt. in any

way relating to his officer employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Block Development Officer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

Sum payable by way of compensation to be considered as a responsible compensation without reference to actual loss.

Clause- 20: All sums payable by way of compensation under any of these condition-8 shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Change in constitution of firms.

Clause- 21: In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Junior Engineer for his information.

In case failure to notify the change in the constitution within 15 days, the Junior Engineer may be notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contractor shall not be entitled to recover or to be paid for any works therefor actually performed under the contract.

Clause- 22: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Lumps-sums in estimates

Clause- 23: Deleted

Clause- 24: When the estimate on which a tender is made includes lump sums in respects of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Junior Engineer capable of measurement, the Junior Engineer may at his discretion pay the lump sum amounts entered in the estimate and certificate in writing of the Junior Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Action where no specification

Clause- 25: In the case of any class of work for which there is no such specification as is mentioned in rule- 1, such work shall be Carried out in accordance with the circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Junior Engineer.

Definition of work

Clause- 26: The expression “works” or “work” where used in these condition shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

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Clause- 27: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under workman's compensation Act. VIII of 1923, to any workman employed in course of execution of any part of the work covered by these contracts.

Clause- 28: That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered in to within the state of Odisha and it is agreed that neither party to the contract or agreement will be competent to bring suit in regard to the matter covered by this contract at any place outside the state of Odisha.

Clause- 29: The department will have the right to inspect the scaffolding and centering made for the work and reject partly or fully such structure if found defective in their opinion.

Clause- 30: Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

Clause- 31: The contractor shall bear all taxes including sales tax, income tax, royalty, fair-weather charges and tollage, where necessary.

Clause- 32: a) If during the progress of the work the price of any material incorporated in the work (Not being materials supplied from the Junior Engineer store) in accordance with clause there of increased or increases as a result of increase or decrease in the average whole sale price index (all commodities), and the contractor there upon necessarily and properly pay in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to returned 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 tender was opened, 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.

b) Similarly, if during the progress of work, the wages of labour increases or decreases as a result of increases or decreases in the minimum wages prescribed by Govt. and the contractor there upon necessarily and properly pays in respect of labour engaged on execution of the work such increases or decreases wages, 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 in between the minimum wages for labour, which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below, provided the work has been carried out within the stipulated time or extension thereof as are not attribute to him.

Price adjustment and reimbursement of claim for escalation on labour under clause: 31 will be applicable only if there is any increases or decrease in the minimum wage, fixed by the State Government.

c) Similarly if during the progress of work, the price of petrol oil and lubricants. (Diesel Oil being representative item for price adjustment) increases or decreases as result of the price fixed thereof by the Govt. of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards Petrol Oil and lubricants used on execution of the

work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus minus difference in between the price of P.O.L. which is operating for the quarter in which the tender was opened 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.

BILLS OF QUANTITY

RENOVATION OF JARASINGHA KHALIA BANDHA.

Sl No.	Item	Qnty	Unit	Rate	Amount
1	Earth work excavation of foundation trench in hard soil including dressing and levelling the bed with initial lead of 50m. and 1.5 m. initial lift including all costs of labour materials required for the work etc. complete and as per direction of Engineer in charge	190.18	Cum	167.81	31914.00
2	Filling foundation and plinth with sand well watered and rammed including cost, conveyance, royalty, taxes of all materials, labours and T & P required for the work etc. complete and as per direction of Engineer-in charge.	23.77	Cum	279.80	6651.00
3	Cement concrete (1:3:6) with 4 cm. crusher Broken hard granite metal including laying in layers not exceeding 300 mm in depth, ramming, compacting to proper thickness, watering, curing for seven days with cost conveyance, royalty,taxes of all materials, labour and T&P required for the work etc. complete and as per direction of Engineer-in charge.	317.95	Cum	3770.94	1198970.00
4	Providing CC (1:2:4) using 12mm size crusher broken chips incl.all cost of materials etc compl	2.85	Cum	4980.98	14196.00
5	Rigid and smooth centering and shuttering for R.C.C. work including false works and dismentaling then after casting including cost of materials required for the work etc. complete and as per direction of Engineer-in-charge				
	a) R.C.C. foundation, plinth band and footings bases of columns mass concrete pre-cast slabs etc	702.32	sqm	97.09	68188.00
6	Cost of Transparency Board				4500.00
				Total	1324419.00
7	Add for CGST & SGST@ 6% each				160730.00
	Total Cost of Civil Work				1485149.00
	(Rupees Twenty fourteen lakh eighty five thousand one hundred fourty nine)only				

I M/S _____, " Class" Contractor hereby quoted my % (Percentage) rates at _____ percent (both in figure & word) excess over than /less than/ equal to the amount put to tender i.e Rs. 31,22,822.00 (Rupees Thirty one Lakhs Twenty two thousand eight hundred twenty two Only)

Note:

1. The contractor should not write anything except quoting of percentages and in case anything else regarding tender rate mentioned, the tender is liable to rejection.
2. Strike out which is not applicable.
3. Percentage should be quoted up to 2 (two) digit after the decimal point.

No of corrections
No of over writings
No of

Junior Engineer
Deogaon Block

Asst.Ex.Engineer
Deogaon Block

Panchayat Executive Officer Sarapanch
Jarasingha

CONTRACTOR

Sarapanch
Jarasingha GP

Panchayat Executive Officer
Jarasingha GP

SPECIAL CONDITION

1. It shall be the responsibility of the contractor to produce all the material required for the work including the procurement of steel, cement and bitumen etc. (to be approved by the Junior Engineer) from the market at his cost and complete the work within stipulated time of completion as per accepted agreement. At no stage difficulty or obstacle for procurement of material due to any reason whatsoever shall be entertained by the department nor any plea of extension of time or compensation claim to these effects shall be entertained in account of the above. The safe custody of the materials issued by the department or produce by the contractor will be sole responsibility of the contractor. For both departmental issue materials or any procurement of materials by the contractor all incidental expenses like transport, storage, handling, and any other expenditure shall borne by the contractor. The materials as per the Appendix-A, if available with the department may be supplied to the contractor at the description of the department at the place and rate noted against each. The contractor may satisfy himself about the quality, quantity of materials at the time of issue.
2. If required the empty cement bag and empty bitumen drums may be requisitioned by the department which the contractor is bound to comply for which the rate of relief will be Rs. _____ for empty cement bag and Rs. _____ for empty bitumen drums for good quality (to the satisfaction of thePanchayat Executive Officer/ Sarapanch, Jarasingha).
3. Deduction of the royalty
   (a) Earth/Sand/Moroum @ Rs. 35.00 per Cum
   (b) Stone Products @ 130/- per Cum
4. If the tenderer backs out from the offer before acceptance of the tender by the competent authority his EMD will be forfeited.
5. Royalty will be reimbursed on production of valid money receipt by the contractor.
6. In the event of any particular item(S) work for which the contractor as quoted rate(S) which are grossly below the corresponding estimated rates (or C.S.R)for the particular item the difference between the amount corresponding estimated (or C.S.R) rate and this grossly under quoted rate for quantity of work to be executed by the contractor shall be kept withheld from the payment due to the contractor until such time as the execution of the said item(s) of work is/are completed in all respects by the contractor to the full satisfaction of the Junior Engineer.
7. **Additional performance security shall be deposited by the successful bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as APS in shape of Demand Draft / Term Deposit Receipt pledged in favour of Panchayat Executive Officer/sarapanch, Jarasingha by the successful bidder within seven days opening of the bid.**
8. **Provision of Incentive:** The incentive will be @ 1 % in case of completion of work ahead of one month (part of the month shall be excluded) and the maximum amount payable will be fixed at 2 %. If the work is completed two months ahead of the scheduled time, with the approval of next higher authority or tender accepting authority. For admissibility of incentive, minimum value of the work should be as follows.

Category of the work	Minium Value
1. Building Work/ PH Work	Rs. 40.00 Lakhs
2. Road Work	Rs. 3.00 Crores
3. Irrigation Works	Rs. 10 .00 Crores

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

Annexure-I

NO RELATIONSHIP CERTIFICATE

Certified that I/We/am/are not related to any officer of DRDA, Bolangir/ Block Concerned/GP Concerned/ P.R Department of the rank of Asst. Engineer, Assistant PD and above or any officer of the rank of Asst. Secretary and above. I am also aware that if the facts subsequently proved to be false my/our contract will be rescinded with forfeiture of E.M.D and total 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.

Signature of the Contractor

LIST OF THE RELATIVE OF THE TENDERER SERVING IN GP CONCERED/ BLOCK CONCERNED/ PR DEPTT.

Sl No	Name of the Relative	Rank	Place of Present Posting with Office/ Divison/ Department
1	2	3	4

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**

Annexure-II

LIST OF THE WORKS IN THE HAND OF THE TENDERER

Sl No	Name of the Work	Agreement Amount	Name of the Division	Approximate Value of work Done till Submission of Tender	Date of Commencement and Probable Date of Completion
1	2	3	4	5	6

Annexure-III

LIST OF THE MAJOR WORKS EXECUTED BY THE TENDERES

Sl No	Name of the Work	Agreement Amount	Amount of Work Done	Whether Finalized or Not	Name of Division
1	2	3	4	5	6

Annexure-IV

LIST OF TOOLS AND PLANTS AVAILABLE WITH THE TENDERER

Sl No	Details of T & P Possession	Number
1	2	3

CONTRACTOR **Sarapanch Jarasingha GP** **Panchayat Executive Officer Jarasingha GP**