



ଓଡ଼ିଶା ସରକାର

**GOVERNMENT OF ODISHA
PR & DW DEPARTMENT**

DETAILED TENDER CALL NOTICE

Name of Work: Construction of Day Care Sub-Center Building at Jogimunda under Patnagarh Block for the year 2021-22.

Amount Put to Tender: - Rs. 22, 94, 159/-

(Rupees Twenty Two Lakh Ninety Four Thousand one Hundred Fifty-nine)Only)

Head of Account:NHM PIP2021-22

**PANCHAYAT SAMITI, PATNAGARH
DISTRICT: BALANGIR, ODISHA - 767025**

Sd/-
Block Development Officer,
Patnagarh

APPROVED TENDER SCHEDULE

TENDER CALL NOTICE NO: -01/Patnagarh/2021-22 of Panchayat Samiti, Patnagarh

Name of Work:- Construction of Day Care Sub-Center Building at Jogimunda under Patnagarh Block for the year 2021-22.

Amount put to tender	:	Rs. 22, 94, 159/-
Head of Account:	:	NHM PIP 2021-22
E.M.D. required	:	Bid security declaration as per Annexure-V
Class of contractor	:	"C" & "B"
Cost of tender paper	:	Rs.6,000/-
Period of completion	:	6 (six)Calendar months
Date of sale of tender paper	:	
Date of receipt of tender paper	:	
Date & time of opening of tender paper	:	

Contractor

Sd/-
Block Development Officer,
Patnagarh

RECORD OF SALE OF TENDER DOCUMENTS

Name of Work : Construction of Day Care Sub-Center Building at Jogimunda under Patnagarh Block for the year 2021-22.

1. Tender Call Notice No : 01/Patnagarh/2021-22

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 :

10. Money Receipt No. : _____/Dt_____

11. Total No. of Pages in the Tender Documents : 40 (Forty pages) only

Contractor

Sd/-
 Block Development Officer,
 Patnagarh

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(as per Annexure-V) Furnished/Not Furnished : _____
5. Whether valid I.T.C.C./PAN furnished : _____
6. Whether valid S.T.C.C./VAT 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

Sd/-
Block Development Officer,
Patnagarh

Panchayat Samiti, Patnagarh

DIST. Balangir

INVITATIONS FOR BIDS

Detail Tender Call Notice No.01/Patnagarh/2021-22, Dated: 15/11/2021

Letter No: 2840**Date: 15/11/2021**

The Block Development Officer, Patnagarh on behalf of Governor of Odisha invites percentage rate bids in sealed cover in conformity with detailed tender call notice no: 01/Patnagarh/2021-22, Dated:15/11/2021 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 the following works.

Sl no	Name of Work	Amount Put to Tender (Rs.)	Bid Security 1 % EMD (Rs.)	Cost of Document (Rs.)	Class of Contractor	Period of completion
1	2	3	4	5	6	7
1	Construction of Day Care Sub-Center Building at Jogimunda under Patnagarh Block (Civil+EI+PH Composite Tender)	22,94, 159/-	Bid Security declaration should be furnished as per attached format (Annexure-V)	6,000/-	C & B	6 (Six) Calendar Months
2	Construction of Day Care Sub-Center Building at Kendumundi under Patnagarh Block (Civil+EI+PH Composite Tender)	22,94, 159/-	Bid Security declaration should be furnished as per attached format (Annexure-V)	6,000/-	C & B	6 (Six) Calendar Months

- 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 receipt of tender papers. Interested bidders may obtain further information at the same address.
- Bids must be accompanied with financial instruments towards E.M.D in shape of Bid security Declaration as provided in Memorandum No.5984 dt.27.04.2021 of Works Dept., Govt. of Odisha. The declaration of Annexure-V of Tender Document relating to Bid security Declaration so to be attached. Bids must also be accompanied by self attested Xerox copy of valid GSTIN, PAN card, valid contract registration certificate and Copy of sub-contract agreement with eligible Registered Electrical Contractors having valid L.T. / H.T. license (Associated with the sub-contractor) as per attached format at Annexure-VI failing which the bid will be liable for rejection.
- The sale and receipt of the Bid document shall start from **Dt.22/11/2021 to 5 P.M of Dt.06/12/2021 during office hour in Panchayat Samiti Patnagarh and DRDA Balangir.**
- Bid must be delivered in the tender box having mentioned as Tender Call Notice **No.01/Patnagarh/2021-22** in Panchayat Samiti, Patnagarh and DRDA, Balangir.
- Bid documents can be down loaded from official website of Government of Odisha (<http://www.bolangir.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 in favour of **Block Dev. Officer, Patnagarh**, payable at **SBI Patnagarh** 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.
- 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.

Contractor

Sd/-
**Block Development Officer,
Patnagarh**

7. The Bids will be opened on the **Dt.07/12/2021 at 3.00 PM** in the office of the undersigned, in the presence of the members of tender committee of Panchay at Samiti, Patnagarh, bidders or their authorized agents who wish to attend at the Block office, Patnagarh. If the office happens to be closed on the last date of receipt/ opening as specified, the bids will be received / opened in the next working day at the same time and venue specified in the notification. Other details can be seen in the bidding documents.
8. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount as per table below. Additional Performance Security (APS) has to be furnished in shape of **Demand Draft/ Term Deposit Receipt** pledged in favour of the **Block Development Officer, Patnagarh, within seven days** of issue of letter of acceptance (LOA), otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for black listing shall be initiated against bidder.

Amount of Additional 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
i	Below 5%	No Additional Performance Security
ii	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
iii	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

9. 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 2021-22 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.
10. 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. The Security deposit at half the usual rate may be deposited/realised by/from the Scheduled Caste or Scheduled Tribe contractors coming under categories up to "B" class only as against the permissible percentage under Rule 13 of the PWD contractor's regulations rules.
11. 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 and if more than one bid is quoted at 14.99% (decimal up to 2 nos. will be taken for all practice purpose) less than the estimated cost, the tender accepting authority will finalize the tender through transparent lottery system in present of bidder or their representatives.
12. The tenderer while submitting tender shall furnish an **affidavit** in original, 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.**
13. The bidding documents are to be properly sealed and clearly superscripted with the name of work.
14. The percentage quoted in the tender without mentioning excess or less shall be treated as excess.
15. 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.
16. Validity of tender shall be 90 days from the date of opening of tender.
17. Any addendum/ corrigendum/ cancellation of above tender will be published in the website: www.balangir.nic.in only
18. The Block Dev. Officer reserves right to reject any or all the tenders without assigning any reason thereof.

Block Dev. Officer,
Patnagarh

Memo No: - 2841/ Dt.15.11.2021

Copy forwarded to the Manager (Publication) I & PR Department, Odisha, Bhubaneswar with a request to get publish in 2 (two) Odia Daily and 1 (one) no of local English Daily News paper on or before 22/11/2021 for wide circulation of the Tender Call Notice.

Contractor

Sd/-
Block Development Officer,
Patnagarh

Complimentary copy of the News Paper containing the Tender Call Notice may be send to this office for reference and record.

Block Dev. Officer,
Patnagarh

Memo No: - 2842/ Dt.15.11.2021

Copy submitted to the NIC, Bhubaneswar/ copy submitted along with DTCN (Soft copy) to DIO, NIC Balangir with a request to display the bid document in the website from Dt.22/11/2021 to Dt.06/12/2021 up to 5.00 P.M..

Block Dev. Officer,
Patnagarh

Memo No: - 2843/ Dt.15.11.2021

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

Block Dev. Officer,
Patnagarh

Memo No: - 2844/ Dt.15.11.2021

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

Block Dev. Officer,
Patnagarh

Memo No: - 2845/ Dt.15.11.2021

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

Block Dev. Officer,
Patnagarh

Memo No: - 2846/ Dt.15.11.2021

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.

Block Dev. Officer,
Patnagarh

Memo No:- 2847/ Dt.15.11.2021

Copy to PA to Superintendent of Police, Balangir for kind information of SP, Balangir/Copy to Inspector-in-charge PS Patnagarh 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.

Block Dev. Officer,
Patnagarh

Sd/-

Contractor

**Block Development Officer,
Patnagarh**

Memo No: - **2848/ Dt.15.11.2021**

Copy to Assistant Engineer / JE/ of Patnagarh Block /Assistant Engineer/Junior Engineer, NHM Balangir for Information and necessary action.

Block Dev. Officer,
Patnagarh

Memo No: - **2849/ Dt.15.11.2021**

Copy to Office Notice Board / Tender File concerned.

Block Dev. Officer,
Patnagarh

Contractor

Sd/-
Block Development Officer,
Patnagarh

PANCHAYAT SAMITI OFFICE: PATNAGARH

(FORMP-1)

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 the Block Development Officer, Patnagarh.

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 percentage 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 Block Development Officer shall also be open for inspection by the contractor at the office of the Block Development Officer 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 by the Block Development Officer, Patnagarh and their issue rates shall be filled in and completed in the office of the Block Development Officer 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.
5. The tender will be opened in presence of the tenderers or their authorized agents
6. The BDO shall have right to rejecting all or any of the tenders.
7. 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 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 amount of the security money within prescribed time, the authority may reject the tender.

If the BDO 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 higher authority who is competent to accept the same. If the said authority rejects the tender the security money deposited shall be refunded to the tenderer.

8. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in shape of Bank Draft to the Block Development Officer. Government securities may be endorsed to the Block Development Officer 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.

Contractor

Sd/-
Block Development Officer,
Patnagarh

9. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 2(two) 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.

10. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Engineer/BDO 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.
11. If the 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. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor , he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, other wise the tender will be cancelled.
12. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.
13. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5), dt.27.9.61.
14. Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
15. Suitable safety equipment's and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
16. Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
17. **SITE VISIT:-**Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read

Contractor

Sd/-
Block Development Officer,
Patnagarh

this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

18. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
19. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
20. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
21. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.
22. No part of the contract shall be sublet without written permission to the concerned Authority or transfer to be made by the power of attorney authorizing others to receive payment on contractor's behalf.
23. Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act. 1996 and Buildings and Other Construction Workers Welfare Cess Act. 1996 (vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.
24. The single tender received in the First call shall be cancelled without opening the bid. The acceptance of the single tender received even after re-tendering should have prior approval of next higher authority vide O.P.W.D. Para-3.5.18 of Office Memorandum No.16/W Dated. 01/01/2015.

Contractor

**Sd/-
Block Development Officer,
Patnagarh**

TENDER FOR WORK

I / We hereby tender for execution for the Block Development Office, Patnagarh 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 contractor before submission of tender

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.

Dated the _____ day of _____ 2021.

Witness –

Address –

Occupation –

The above tender is hereby accepted by me on behalf of the Government of Odisha.

Dated the _____ day of _____ 2021.

Block Development Officer,
Patnagarh

Sd/-
Block Development Officer,
Patnagarh

Contractor

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 from 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 thereafter 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 of the 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 Block Development Officer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Block Development Officer or his authorized agents, are fully complied with by the contractor to the Block Development Officer 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 one-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.

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 Block Development Officer 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 Block Development Officer shall be conclusive evidence), and 20% of the value of left-over work will be realized the contractor as penalty" (Works Deptt. No. 10639, Dt. 27.05.2005)

Actions when whole security deposit is forfeited

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 Block Development Officer shall be final and conclusive against the contractor) and crediting him with the value 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 Block Development Officer 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 Block Development Officer 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 contract otherwise, or from his security deposit or the proceeds of sale

Contractor

Sd/-
Block Development Officer,
Patnagarh

thereof or a sufficient part thereof.

In the event of above courses being adopted by the Block Development Officer, 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 Block Development Officer 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.

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 Block Development Officer by Clause-3thereof, 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 there of 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 Block Development Officer 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 Block Development Officer may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent 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, Block Development Officer 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.

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 Block Development Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Block Development Officer 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 Block Development Officer shall at the same time inform the contractor whether he claims compensation for delay.

Clause- 5: On completion of the work, the contractor shall be furnished with a certificate by the Block Development Officer (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 Block Development officer 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 Block Development 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

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

Contractor

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Block Development Officer,
Patnagarh**

Power to
take
possession
of or
require
removal
of or sell
contractor's
plants

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.

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 subordinate 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.

Extension
of time

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.

Final
Certificate

Clause- 7: The final bill shall be prepared by the offices of the Block Development Officer 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 convenience 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 schedule 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

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

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.

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.

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.

Store supplied by the Govt.

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.

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.

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

Contractor

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Block Development Officer,
Patnagarh**

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.

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 notwithstanding 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.

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.

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

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.

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.

Do not invalidate the contractors

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

Contractor

**Sd/-
Block Development Officer,
Patnagarh**

Extension
of time in
consequence
of
alterations

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

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

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.

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 Block Development Officer, Patnagarh 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 labourer 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 Engineering Graduate or Diploma holders** as apprentice at his cost if the work as shown in the tender exceeds **Rs.2,50,000.00**. 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.

c) Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the state of Odisha likewise '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

Contractor

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has been supervised by him. (Vide work Deptt. Office memorandum No. codes 15/85: 15384 Dt. 9.7.91)

*Action
and
compensa
tion
payable in
case of
bad work.*

Clause- 19: The contract shall not be assigned or sublet without the written approval of the Block Development Officer. 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.

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.

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.

*Work to
be open
to
inspection*

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 there for actually performed under the contract.

*Contracto
r or
responsibl
e agents
to be
present*

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 PR&DW, Deptt. 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.

Clause- 23: Deleted

*Notice to
be given
before
work is
covered
up.*

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.

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 standard specification and in the event of there being no standard 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.

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.

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.

Contracto

Contractor

**Sd/-
Block Development Officer,
Patnagarh**

liable to
damage
done and
for
imperfecti
on for
three
months
after
certificate

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 thereof 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.

Contracto
rs to
supply
plant,
ladders,
scaffolding
etc.

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 onlabour under clause: 31 will be applicable only if there is any increases or decrease in the minimum wage, fixed by the State Government.

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

c) Similarly if during the progress of work, the price of petrologic 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.

Clause- 33: All items of work as per schedule of quantities of this tenders should confirm to Odisha Detailed Standard Specification.

I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT &H, Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514, I.S.:4656.

Clause- 34: Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly

Contractor

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sealed preferably with P.V.C. joints sealing tapes & compounds.

Clause- 35: Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

Clause- 36: Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representatives shall have the right to test the weight & quality from time to time.

Clause- 37: The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.

Clause- 38: Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation there of shall be considered.

Clause- 39: The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.

Clause- 40: The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and takes care of the safety of workers.

It should be clearly understood that:

- a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
- b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges co dissection-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 as per direction of Engineer-in-charge**. Cost of testing of all specimens and samples will be borne by the Contractor.

Clause- 41: The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water what so ever will be entertained.

Clause- 42: 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.2,50,000.00**. 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

Works not
to be
sublet.

Contractor

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Block Development Officer,
Patnagarh

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

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

Change in constitution of firms.

Lumps-sums in estimates

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.

Clause- 43: List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of **Schedule-C**.

Clause- 44: For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for material sandal other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.

Clause- 45: 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.

Clause-46:Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per the Building and Other Constructed Workers (RE&CS) Act.1996 and Buildings and Other ConstructionWorkersWelfareCessAct.1996(vide resolution No.-12653, dt.15.12.2008 of Labour and Employment Department, Govt. of Odisha) will be deducted from each running bill of the contractor.

Clause- 47: It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

Clause- 48: Noextrapaymentwillbemadeforremovingspreadingandconsolidatingsalvagedmetalsandmaterials.

Clause- 49: Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

Clause- 50: Performance Security/Additional Performance Security:

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 bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders/their authorized representatives, the concerned BDO and DAO will remain present.

(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II) (byinclusionvideO.M.No.12366dt.08.11.2013).

Additional Performance Security shall be obtained from the bidder, when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidders who have quoted less bid price / rates than the estimated cost put to tender shall

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Action
where no
specification

have to furnish the amount as per the Memorandum No: 4559 Dt. 05.04.21 of Works Deptt. Govt. of Odisha in shape of Term Deposit Receipt pledged in favour of BDO, Patnagarh payable at SBI, Patnagarh within seven days,

Otherwisethebidshallbecancelledandthesecuritydepositshallbeforfeited.Furtherproceedingforblockingshall be initiated against bidder (O.M. No.14299dt.03.10.2017).

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.

Definition
of work

(Amendment to Para-3.5.5(V) Note-II of OPWD Code Vol.- I by substitution of O.M. No.14299dt.03.10.2017 in place of O.M. No.5288dt.04.05.2016).

Clause- 51: 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 BDO.

Clause- 52 Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the tender documents vide **Annexure-V**.

Clause- 53: An Engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers in the rank of Chief Engineer and above.

Clause- 54: All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15Cm cubes at 28 days, after mixing and test conducted in accordance with IS 456 and IS 516.

Clause- 55: Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.

Clause- 56: The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd. 25.11.57.

Clause- 57: All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.

Clause- 58: After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the

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inspection of Electrical Inspector ate.

Clause- 59: All reinforced cement concrete works should be finished smooth.

Clause- 60: The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at any of the **Departmental Control and Research Laboratories**, at the cost of the Contractor with no extra cost to the Department.

Clause- 61: If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6months from the date of final certificate of completion of work the contractor shall make good of all such damages this own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.

Clause- 62: The Fly Ash Bricks should be of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.

Clause- 63: Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.

Clause- 64: Standard co-efficient for linear measurement willbe adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.

Clause- 65: Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.

Clause- 66: 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 Odisha 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 Odisha.

Clause- 67: **SPECIALCONDITIONS (PARTOFTHECONTRACT)**

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

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

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

Clause- 68: In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.

Clause- 69: 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.

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Clause- 70: In case of any complaint by the labour working about the non-payment or less payment of his wages as per latest minimum Wages Act, the BDO will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the BDO is final and binding on the contractor.

Clause- 71: The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.

Clause- 72: 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.

If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security depositor from the proceeds of sale thereof.

Clause- 73: Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.

Clause- 74: TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

Clause- 75: Odisha Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. The **Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.

Clause- 76: The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned BDO 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.

Clause- 77: Trial Boring - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take into account of the above aspects.

Clause- 78: 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

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upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (Twelve) months** from the date of successful completion of the work.

Clause- 79: 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 Odisha 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.

Clause- 80:
Gradation of ingredients: The coarse and fine aggregates shall meet the gradation requirements as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.

Clause- 81: The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.

Clause- 82: Number of tests as specified in I.R.C. / MoRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories / reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples / specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

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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. 3.67 for empty cement bag and Rs. _____ for empty bitumen drums for good quality (to the satisfaction of the Block Development Officer, Patnagarh).
3. **Deduction of the royalty**
 - (a) Earth/Sand/Moroum @ Rs. 35.00 per Cum
 - (b) Stone Products @ 130.00/- 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:**
Additional Performance Security shall be obtained from the bidder, when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the amount as per the Memorandum No: 4559 Dt. 05.04.21 of Works Deptt. Govt. of Odisha in shape of Term Deposit Receipt pledged in favour of BDO, Patnagarh **payable at Balangir within seven days,**
Otherwisethebidshallbecancelledandthesecuritydepositshallbeforfeited.Furtherproceedingforblockingsh all be initiated against bidder (O.M. No.14299dt.03.10.2017).
8. **Provision of Incentive**
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 Block Development Officer 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 (seven) days of such completion by the concerned PD, DRDA and Collector.
The incentive for timely completion should be on a graduated scale of 1 (One) percent to 5 (Five) percent of the contract value Assessments of Incentives may be worked out for earlier completion of work in all respect in the following scale.

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Before 30% of Contract Period = 5% of Contract Value
 Before 20 to 30% of Contract Period = 4% of Contract Value
 Before 10 to 20% of Contract Period = 3% of Contract Value
 Before 5 to 10% of Contract Period = 2% of Contract Value
 Before 5% of Contract Period = 1% of Contract Value

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand/ Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanized minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Tenderer(s) is/ are required to submit the information in the following schedule.

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderers are expected to possess and be well conversant with the following IS standard and code of practice.

Note: For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

- Concrete shall be with conformity to I.S.456.
- Foundation shall be with conformity to I.S.1080.
- Stone masonry (R.R.) shall be with conformity to I.S.1597(Part-I)
- C.R. Masonry shall be with conformity to I.S.1597.

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5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tarfelt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

Contractor

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Patnagarh**

Annexure-I

NO RELATIONSHIP CERTIFICATE

Certified that I/We/am/are not related to any officer of DRDA, Balangir/ Block 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
DRDA, BALANGIR/ BLOCK CONCERNED/ PR DEPTT.**

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

Contractor

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Block Development Officer,
Patnagarh

Annexure-II

LIST OF THE WORKS IN THE HAND OF THE TENDERER

SI 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

SI 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

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

Contractor

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Block Development Officer,
Patnagarh

Annexure-V

As per Finance Department Government of Odisha Vide Letter No- 8943 Date-18.03.2021I/We

understand that, according to your conditions, bids must be supported by a Bid Security DeclarationI/We_____

_____(Insert Name and Address of Bidder) am / are submitting this declaration in lieu of Bid Security/

Earnest Money Deposit for the Tender for

_____(Insert title

of the Tender) (Tender No)_____there by fully accepting that I/We

will be suspended and shall not be eligible to participate in the Tenders invited by you for a period of two years from the date of such suspension order under the following circumstances:

i) If after the opening of Tender. I/We withdraw or modify my/our Tender during the period of validity specified in the Bid documents

ii) If after the award work, I/we fail to submit ISD @ 2% of the quoted amount before execution of Agreement or sign the contract within the time limits specified in the Departmental Document.

**Signature of Contractor /
Authorized Signatory**

Contractor

**Block Development Officer,
Patanagrh**

Contractor

**Sd/-
Block Development Officer,
Patanagrh**

Annexure-VI

SCHEDULE – J**MEMORANDUM OF UNDERSTANDING**

First Party I Sri/Smt....., Aged Years, S/O-, At / P.O. / Dist-.....
(Hereinafter called the First Part)

AND

Second Party I Sri/Smt....., Aged Years, S/O-, At / P.O. /
Dist-..... (Hereinafter called the Second Part) having H.T. / L.T. license registration No..... valid up to

AND WHEREAS the First Party of 1st part is the managing partner of

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the tender work,
“

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfill all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of both the party have signed in presence of witnesses.

SIGNATURE OF FIRST PARTY***SIGNATURE OF SECOND PARTY*****WITNESS**W₁ -W₂ -**Contractor**

Sd/-
**Block Development Officer,
Patnagarh**

TENDER SCHEDULE					
NAME OF WORK :-Construction of Day Care Sub-Center Building at Jogimunda under Patnagarh Block					
SCHEME: NHM PIP2021-22					
SI No	Items of work	Qty	Unit	Rates in Rs	Amount in Rs
1	2	3	4	5	6
	<u>Civil Work</u>				
1	Earthwork excavation in hard soil with all leads & lifts including rough dressing & leveling bed & depositing the excavated material away from the working site as directed by Engineer in charge	146.1	Cum	186.39	27231.57
2	Filling foundation & plinth With sand, watering, ramming including all cost, conveyance, royalty, taxes etc. complete and as directed by the Engineer-in-charge	69.49	Cum	284.25	19752.53
3	C.C(1:4:8) using 40mm size HG Metal(Hand Broken) complete with all cost...etc/complete.	35.01	Cum	3779.25	132311.54
4	CC(1:2:4) with 12 mm size crusher chips including all cost complete.	2.94	Cum	5559.16	16343.93
5	Fly ash brick masonry in cement mortar (1:6) using 23 Cm. x 11 Cm. x 8 Cm. size fly ash bricks having crushing strength not less than 75 Kg./Cm ² with dimensional tolerance + 2 % in foundation and plinth.	56.41	Cum	4006.05	225981.28
6	Reinforced Cement concrete in cm (1:1.5:3) using 12mm size h.g.c.b. chips with all cost, carriage, royalty etc. complete and as directed by the Engineer-in-charge.				
a.	Column Base	11.37	Cum	4546.69	51695.86
b.	Plinth Band	5.12	Cum	4899.10	25083.39
c.	Column	3.23	Cum	11667.85	37687.15
d.	Wall Beam	5.09	Cum	10213.41	51986.25
e.	Lintel Band	3.64	Cum	8050.35	29303.27
f.	Chajja	19.82	Sqm	754.64	14956.96
g.	Roof Slab	9.53	Cum	8658.55	82515.98
h.	Stair case	2.09	Cum	9723.56	20322.24
7	Labour for cutting, bending, binding M.S. Rod and place in position including cost of M.S,Rod etc. complete.	51.09	Qntl	8061.07	411840.06
8	Fly ash brick masonry in cement mortar (1:6) using 23 Cm. x 11 Cm. x 8 Cm. size fly ash bricks having crushing strength not less than 75 Kg./Cm ² with dimensional tolerance + 2 % in Superstructure.	93.16	Cum	4044.39	376775.37
9	20mm thick Cement Plaster (1:6) over Brick Masonry finished smooth in Ground Floor	20.44	Sqm	201.54	4119.47

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Block Development Officer,
Patnagarh

10	16mm thick cement plaster in cm (1:6) over Bricks work with all cost etc. complete	394.68	Sqm	192.16	75841.70
11	12mm thick cement plaster in cm (1:6) over Bricks work with all cost etc. complete.	290.42	Sqm	134.34	39015.02
12	2.5 cm thick grading concrete (1:2:2) on roof slab with 6.7mm &down grades size hard granite crusher broken chips on new work in Ground Floor	100.43	Sqm	282.35	28356.41
13	Cost of MS gate, Door & window as per approved drawing including cost of all materials etc. complete and as directed by the Engineer-in-charge				
a.	Door	658.35	Kg	75.30	49573.76
b.	Windows	564.50	Kg	75.45	42591.53
c.	Vantilator	193.20	Kg	79.00	15262.80
14	Supplying, fitting & fixing of Vitrified colour printed series tiles in floors of size 600mmx 600mm of approved make confirming to IS:13755 laid on 20 mm thick cement mortar (1:4) (1 cement : 4 course sand) and filling joints with white cement of approved quality including cost of all materials, labour T&P etc. required for the work all complete as per direction of the Engineer-in-charge	79.30	Sqm	946.66	75070.13
15	Supplying, fitting & fixing of Vitrified colour printed series tiles in dadoes, skirting and risers of steps of size 600mmx 600mm of approved make confirming to IS:13755 laid on 12 mm thick cement mortar (1:3) (1 cement : 3 course sand) jointed with slurry mixed with pigment to match the shades of the tiles including rubbing and polishing etc. complete including cost of all materials, labour T&P etc. required for the work all complete as per direction of the Engineer-in-charge	14.78	Sqm	1049.26	15508.06
16	Supplying, fitting & fixing of Ceramic Tiles of minimum 16mm thick and above 0.10 sqm of approved make in floors over 25mm thick bed of cement mortar 1:1 jointed with cement slurry mixed with pigments to match the shade of the tiles, including rubbing & polishing etc. complete including cost, conveyance, taxes & royalties of all materials, labour with T&P complete in all respect	29.67	Sqm	891.75	26458.22
17	Fixing tiles in dados skirting and risers of steps on 12mm thick C.P (1:3) jointed with neat cement slurry mixed with pigment to match the shade of the tile including rubbing & polishing complete including cost & carriage of tiles and as directed by the Engineer-in-charge	26.71	Sqm	1057.64	28249.56
18	Painting two coats with approved Enamel Paint on Iron work over a coat of Iron Primer in Ground Floor	73.62	Sqm	190.80	14046.70

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19	Wall Painting two coats with approved Plastic Emulsion Paint over a coat of Water Bound Wall cement Primer on Plastered Surface in Ground Floor	396.61	Sqm	135.29	53657.37
20	Painting two coats with any approved colour of weather seal coat over a coat of Water Bound Wall cement Primer to out side surface of wall in Ground Floor	310.86	Sqm	129.62	40293.67
21	Provision flat plate with welded iron mess Junior channel section as purlins for supporting the sheet including the L hooks bolt and washers etc.complete as per the direction of EIC	102.44	Kg	81.22	8320.18
22	Supplying and fixing Colour G.C.I sheet on roof drilling hole in wind ties including fixing of ridges valley wind ties etc excluding cost of fittings	11.89	Sqm	589.44	7008.44
23	Supplying, fitting & fixing of Chequered tiles in floors of approved make laid on 20 mm thick cement mortar (1:4) (1 cement : 4 course sand) and filling joints with epoxy gount of of approved quality including cost of all materials, labour T&P etc required for the work all complete as per direction of the Engineer-in-charge	19.63	Sqm	481.15	9444.97
24	Supplying fitting and fixing of stainless steel of 304 grade in hand railing using 50mm dia of 2mm thick circular pipe with Balustrade of size 32mm x 32mm x 2mm @ 0.90 mtrs C/C and stainless square pipe bracing of size 32mm x 32mm x 2mm in 3 rows in staircase as per approved design and specification, buffing, polishing etc with coist, conveyance, taxes of all materials, labour and T&P required for the work all complete in all respect	6.10	Mtr	3497.00	21331.70
	<u>Water Supply and Sanitation</u>				
25	Supplying all materials,labour,T&P and fitting & fixing of U-PVC SWR soil waste ventilating pipes and fitting of the following O.D conforming to ISI No.13592/1992 to walls with nails bobbins and wooden plugs or earth work in excavation in all kinds of soil for laying in trenches including jointing with supply of approved rubber lubricant by non-heat application method/as per manufactures specification including tasing and refilling and trenches as per direction of E.I.C.				
a.	110mm dia PVC pipe	25.50	mtr	204.20	5207.10
b.	110mm dia PVC 'P' trap	4.00	each	299.70	1198.80
c.	110mm dia.PVC S/J/D	2.00	each	296.70	593.40
d.	110mm dia.PVCH.R.Bend	2.00	each	147.30	294.60
e.	110mm dia.PVC Door Bend	2.00	each	204.70	409.40
f.	110mm dia PVC Plain Bend	2.00	each	147.00	294.00
g.	110mm dia PVC offset	2.00	each	180.50	361.00

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h.	110mm dia PVC Cowl	3.00	each	77.30	231.90
i.	125mm dia CP greatings	3.00	each	60.70	182.10
26	Supplying all materials,labour,T&P and cutting holes through brick/stone masonry wall for taking PVC pipes and fittings including making good the damages etc.all complete as per the P.H. specification and direction of E.I.C.				
a.	375mm thick wall	4.00	each	206.30	825.20
b.	Roof cutting	1.00	each	143.20	143.20
27	Supplying all materials,labour,T&P for fixings water closet, squatting pan(I.W.C pan/ Orissa pattern squatting pan)dully embedded in cc(1:5:10)using 4cm hg. metal all complete as per the direction of E.I.C.				
a.	500mm Orissa Pan(White) Parry Ware make	2.00	each	2443.20	4886.40
28	Supplying all materials,labour,T&P and fixing of rotational moulded polythene cylindrical water storage tank of 1000litres capacity conforming to IS:1570/1996 including cutting holes through the tank and fixing mild steel tubes&fittings and providing extra tubes and jamnut including hoisting upto a height of 5mt above GL and placing the tank on required position and providing masonry staging with 1st class KB brickwork in cm(1:6),of 0.46mtr height,12mm CP(1:6),RCC beam of 0.25mx0.30mx2.60m in RCC(1:1.5:3)using 12mm bhg chips including centering &shutering,cutting,bending,binding of rods etc and watering,curing, conveyance of all materials to worksite including cost of 1000litres water storage tank etc.	1.00	each	19707.90	19707.90
29	Supplying all materials,labour,T&P and providing and fixing to wall or ceiling and floor pvc pipes confirming to ASTM-D-1785/89(sch-80)and pipe fittings of the nominal bore with clamps including making good the wall,ceiling and floor all complete as per specification and direction of E.I.C.				
a.	25mm dia U-PVC Pipe(External)	42.70	mtr	30.80	1315.16
b.	20mm dia C-PVC Pipe(Internal)	15.00	mtr	211.60	3174.00
30	Supplying all materials,labour,T&P and fixing brass/CP fittings of the following nominal bore with supply of all jointing materials complete as per specification and direction of E.I.C.(Jaquar Make)				
a.	15mm dia C.P Bib Cock(L.B)	3.00	each	1061.00	3183.00
b.	15mm dia C.P Bib cock(S.B)	2.00	each	815.00	1630.00
c.	15mm dia C.P Pillar cock	1.00	each	1001.00	1001.00
d.	15mm dia C.P Angle Stop Cock	3.00	each	706.00	2118.00

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e.	15mm dia C.P Concealed Stop Cock	2.00	each	1075.00	2150.00
f.	25mm dia brass F.W.V	3.00	each	1054.90	3164.70
31	Supplying all materials,labour,T&P and fixing wash basin with hole for pillar taps with cast iron or M.S.brackets painted white including cutting holes in walls and good the damages etc.all complete as per specification and direction E.I.C.				
a.	550mmx400mm size WHB(Parry ware Make)	1.00	each	2274.10	2274.10
32	Supplying all materials,labour T&P and fitting & fixing 10 Ltrs capacity PVC low level flushing cistern with a pair of CI/MS brackets complete with fittings such as syphonic arrangement,15mm nominal size brass/ PVC ball valve with polythene float,CP/Brass handle,unions and couplings for connection with inlet,outlet, overflow pipes,32mm dia PVC flushbend,15mm dia PVC connection pipes including cutting holes and making good the same and connecting the flush bend with cistern and closet and connecting inlet pipe with supply main with etc all complete as per specification and direction of the E.I.C				
a.	10.0 Ltrs capacity PVC LL cystem. (White - Paryware/Hind ware/ Cera)	2.00	each	1452.70	2905.40
33	Supplying all materials,labour,T&P and fixing mirror of superior glass mounted on 6mm thick AC. sheet or plywood sheet and fixed to wooden plugs with CP screws and washers complete as per specification and direction of the E.I.C.				
a.	Fixing of plastic framed mirror (make watertec) of superior glass mounted	1.00	each	629.60	629.60
34	Supplying all materials,labour,T&P and fixing CP soap holder complete with CP brass brackets fixed to wooden plugs with CP screws as per specifications and direction of E.I.C.	4.00	each	264.20	1056.80
35	Supplying all materials,labour,T&P and fixing standard sized CP towel rail complete with CP brass brackets fixed to wooden plugs with CP screws as per specification and direction of E.I.C				
a.	15mm dia x 600mm long size chromium plated brass towel rail	2.00	each	813.50	1627.00
36	Supplying all materials,labour T&P and fixing CP shower with 15mm or 20mm inlet with CP shower arm including polishing all complete as per specification and direction of E.I.C.				
a.	Fixing 15mm dia C.P Over head Shower with shower arm as per PH specification. Make ARK or equivalent	2.00	each	921.60	1843.20

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37	Supplying all materials, labour, T&P and fixing of water purifying system	1.00	each	11214.80	11214.80
38	supplying all labour,T&P materials & fixing wash Kitchen Sink with CI/MS Brackets painted white including holes in walls and making good the damages etc. all complete as per P.H specification and direction of E.I.C.				
a.	450 mm x 300 mm x150 mm size	1.00	each	3000.70	3000.70
39	<u>0.50H.P.Single Phase Submersible Pump Set</u>				
a.	Supplying of ISI mark 0.50HP single phase vertical submersible pump set with discharge of 900-1000ltr./ hour and a head of 50-60mtr of reputed make like KSB/Texmo& equivalent including all cost,conveyance and taxes etc all complete as per direction of E-I-C.	1.00	each	9628.00	9628.00
b.	Supplying all labour,T&P and fitting and fixing of 0.50H.P Single phase vetrical Submersible Pump Set with commissioning and testing etc.all complete as per direction of E.I.C.	1.00	each	1209.50	1209.50
c.	Supplying fitting & fixing of ISI mark DOL starter of reputed make like BCH or equivalent for 0.50HP single phase submersible pump including all cost,conveyance of all taxes etc all complete as per direction of the E.I.C.	1.00	each	2800.00	2800.00
d.	Supplying fitting & fixing of three core flat cable(1.5mm ²)of ISI make of reputed company like BCH/ Finolex or Equivalent & connecting the pump and starter including all cost,conveyance and taxes etc all complete as per direction of the E.I.C.	50.00	mtr	58.80	2940.00
e.	Supplying fitting & fixing of plastic rope MS well cover,MSclamp,stainless steel short piece,bend& socket including all cost ,taxes etc all complete as perdirection of the E.I.C.	1.00	each	1361.20	1361.20
f.	Supplying fitting & fixing of HDPE Pipes & pipe fittings with making connection to pump set including all cost conveyance and taxes etc all complete as per direction of the E.I.C.	50.00	mtr	56.33	2816.50
40	Supply of all materials,labour,T&P and fitting & fixing of 5 K.W automatic voltage stabilizer having range from 50 Volt to 220 Volt suitable to run 0.50HP submersible pump set including electrical connection from the existing mains & with the control panels of the pump set etc.all complete as per specification and direction of E.I.C.	1.00	each	9375.00	9375.00
	<u>Electrification</u>				
41	Recessed wiring to light point / fan point / exhaust fan point / call bell point with 1.5 sq.mm FR PVC insulated single core multistrand copper conductor.				
a	Group-A	22	Each	413.00	9086.00

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b.	Group-B	14	Each	636.00	8904.00
c.	Group-C	6	Each	915.00	5490.00
42	S/F of 5/6A Switch & 3Pin 5/6A Socket On Existing Board. (Anchor/Havells)	8	Each	84.00	672.00
43	Circuit Submain wiring in PVC Conduit. (Polycab/Havells/V-Guard)				
a	2 x 1.5sq.mm + 1 x 1.5 sq.mm	45	Mtr	125.00	5625.00
b.	2 x 2.5 sq.mm + 1 x 1.5 sq.mm	120	Mtr	138.00	16560.00
c.	2 x 4.0 sq.mm + 1 x 1.5 sq.mm	40	Mtr	156.00	6240.00
44	S/F of Power plug point	2	Each	287.00	574.00
45	S/F of BK angle Holder ISI Mark.(Anchor/Havells/Cona)	20	Each	58.00	1160.00
46	S/F of 48" A.C Ceiling Fan.(Usha striker/Havells Neo)	6	Each	2191.00	13146.00
47	S/F of Electronics step Fan Regulator.(Anchor/Havells)	6	Each	244.00	1464.00
48	S/F of 9" Exhaust Fan(Crompton/Usha/Bajaj)	4	Each	1487.00	5948.00
49	S/F of SP MCB DB 8 way double door Havells/Cona/HPL)	1	Each	1800.00	1800.00
50	S/F of 6-32 Amp "B: Series SP MCB.	8	Each	129.00	1032.00
51	S/F of 20W LED Tube light fittings (Crompton/Polycab)	8	Each	660.00	5280.00
52	S/F of 15W LED Bulb (Polycab/Havells)	13	Each	250.00	3250.00
53	S/F of 45 Watt LED street light on roof parapit (Crompton/Havells/Philips)	1	Each	5150.00	5150.00
54	Earthing with G.I earth Pipe 3 mtr long 40mm dia Including accessories with charcol& slat.	1	Each	2431.00	2431.00
55	Supply & laying of 8 SWG Copper wire.	8	Mtr	58.00	464.00
56	S/F of 63 A DP main switch(Havells/Anchor)	1	Each	1887.00	1887.00
57	Supplying and fixing of 6 Kg ABC (Powder type) Fire extinguisher.	2	Each	3253.00	6506.00
58	Provision for service connection charge (LS)	1	No	5000.00	5000.00
59	S/F OF 6 mm ² Service wair with g.i. wair	40	Mtr	45.00	1800.00
	Total			Rs.	2294158.73
				Say Rs.	2294159.00

(Rupees Twenty Two Lakh Ninety Four Thousand one Hundred Fifty-nine)Only

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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**22,94,159/-**(**Rupees Twenty Two Lakh Ninety Four Thousand one Hundred Fifty-nine**) 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 writing:

No of Pages:

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