



GOVERNMENT OF ODISHA
PANCHAYATIRAJ & D.W. DEPARTMENT

ORISSA PUBLIC WORKS DEPARTMENT
FORM P-I

PERCENTAGE RATE OF CONTRACT

Tender Schedule / Agreement for the work – “Improvement of Road with CD works from Patangnaju PMGSY road to Balungia” of Katingia GP.

OF

G.UDAYAGIRI BLOCK, DIST. KANDHAMAL

Agreement No. & Date : _____
Agreement Amount : _____
Name of the Contractor : _____
Date of Commencement : _____
Date of Completion : _____

BLOCK DEVELOPMENT OFFICER
G.UDAYAGIRI, DIST. KANDHAMAL

RECORD OF SALE OF TENDER PAPER

SOLD TENDER PAPER FOR THE WORK: "Improvement of Road with CD works from Patangnaju PMGSY road to Balungia" of Katingia GP on payment of Rs.4000/- (Rupees Four thousand) only towards cost of Tender Paper vide Money Receipt No. _____ dt. _____

MD
30.5.18

BLOCK DEVELOPMENT OFFICER
G.UDAYAGIRI, DIST. KANDHAMAL

Signature of the Contractor

MD
30.5.18

Block Development Officer

DETAILED TENDER CALL NOTICE
OFFICE OF THE PANCHAYAT SAMITI, G.UDAYAGIRI
DIST. KANDHAMAL, PIN-762100
INVITATION FOR BID (FIB)

No.....

Date:

1. **The Block Development Officer, G.Udayagiri, Dist. Kandhamal** on behalf of Governor of Odisha invites Percentage rate bids in Single Cover System for construction of civil works as detailed below from eligible contractor registered with State Government/ Central Government/ M.E.S./ Railways for which agreement to be drawn up in the standard **P.W.D. P-1 Agreement Format**.

2.

Sl. No	Name of work	Approximate value of work (in Rs)	Security (E.M.D 1%) (in Rs.)	Cost of Tender Paper (in Rs.)	Class of Contractor	Period of completion
1	2	3	4	5	6	7
1	Improvement of Road with CD works from Patangnaju PMGSY road to Balungia of Kattingia GP.	9,89,525/-	9,896/-	4000/- (Non refundable)	'D' or 'C' Class	03 (Three) calendar months

3. The tender paper will be available during office hour (from 7.00 AM to 1.00 PM) on payment of tender cost (Column No.5) in shape of Bank Draft drawn at any Nationalised Bank in favour of Block Development Officer, G.Udayagiri, Dist. Kandhamal on all working days **from 02.06.2018 To 11.6.2018 (excluding holidays)** only in the Office of the B.D.O, G.Udayagiri, Dist. Kandhamal. And also the details of Bid documents will be downloaded in the website www.kandhamal.nic.in from 10.00 AM of Dt.02.06.2018 to 10.00 AM of Dt.11.6.2018.
4. Bidders submitting downloaded bid documents from official website www.kandhamal.nic.in are requested to deposit the requisite non-refundable fees as mentioned in Column No.5 in shape of demand draft prepared on or before last date of sale of tender paper and submit the same alongwith the bid keeping in a separate envelope marks "Cost of tender documents" downloaded from the internet or else tender paper will be rejected.
5. The sealed bid documents will be received **from 02.06.2018 To 11.6.2018 (excluding holidays)** upto 10.00 AM by dropping the sealed bid documents in the Tender Box having identification No- **PSGUD-01 / 2018-19** put in the Office of the B.D.O, G.Udayagiri, Dist. Kandhamal. The Tender Paper received after the stipulated time will not be considered.
6. All the bids received by the office will be opened on dated **12.6.2018 at 11.00 AM** in the Office of the undersigned in presence of Tender Committee and Bidders or the Authorised Representatives of bidders.
7. The Tender is to be submitted with AFFIDAVIT, EMD (as per Col.No.4) in shape of NSC/KVP/POTD/Deposit of any schedule bank duly pledged in favour of BDO, G.Udayagiri, Signed DTCN, Attested copies of Registration Certificate, PAN Card, Valid GST Clearance Certificate, T&P list and similar work Experience Certificate, No Relation Certificate, Caste Certificate (if required), Non refundable service charges and other documents required along with Tender paper and furnish the Originals of the above said documents on the same time of the opening of the Tender before the Tender Authority. Transfer or adjustment of EMD amount with other works will not be entertained.
8. Additional performance Security shall be deposited by the successful bidder when the bid amount is less than the estimated cost by more than 10%. In such an event, the successful bidder will deposit the Additional Performance Security to the extent of the differential cost of the bid amount of the estimated cost in shape of the Post Office Savings Bank Account/ Post Office Time deposit Account/ NSC/KVP/ Fixed Deposit Receipt of the schedule bank duly pledged in favour of the Block Development Officer, G.Udayagiri, Dist. Kandhamal, PIN-762100 at the time of agreement failing which the tender will be rejected.
9. The percentage rate in the tender should be written both in words & figures upto first decimal and in case of any discrepancy the percentage rate written in the words will prevail.
10. The bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection.
11. The ST/SC bidders willing to avail the benefits allowed by Govt. to ST/SC candidates must furnish the Photocopy of Caste certificate and an affidavit at the time of submission of tender documents.
12. In case of Engineer Contractor seeking exemption of E.M.D. in the work are required to produce original affidavit regarding his list of works executed during the current financial year with exemption of E.M.D.
13. **The authority reserves the right to reject any or all the tenders without assigning any reason thereof.**

Signature of the Contractor


36.5.18
Block Development Officer

- 14. INSPECTION BY CONTRACTOR BEFORE TENDERING:**
The Tenderers are required to go there with each clause of PWD Form No. P-I carefully in addition to clauses mentioned herein before tendering. In any case, the tender shall be deemed to have carefully examined the tender documents, visited the site of work, and its surroundings, and satisfied himself as to the form and nature of the site, approach roads, haul roads, local conditions assessed all the facilities including requirement and availability of labour and materials needed for complete execution of the work and made an inventory of such information as to the risks, contingencies and other circumstances, which would influence or affect his tender, before tendering. He should also satisfy himself about sufficient availability of materials in quarry and borrow area. The department will not be responsible for any misjudgment of the tenderer on these accounts for any future claims.
- 15. VALIDITY OF TENDER:**
All tenders received shall remain valid for a period 90 (Ninety) days from the date of receipt of tender and validity of tender can also be extended if agreed by the tenderer & the Department.
- 16.** The tender which is not in the prescribed Proforma and is not strictly in accordance with the terms and conditions of the tender call notice is liable for rejection. No tender will be permitted to furnish their tender in their own manuscript papers.
- 17.** Alternate tenders, conditional tenders and tenders containing indefinite terms will not be entertained. The tenders will be considered giving special emphasis on the capability of the tenderer and the implements and machinery at his disposal for the work.
- 18.** Loose letters found in the tender box intimating modification to the tenders/rates already submitted will not be considered.
- 19.** The rate in percentage less, excess basis should be written in words and figures and in two decimal coinage and the units in words. In case of discrepancy in rates between words and figures the amount in words will prevail. The tender should also show the total of the whole tender. The tender shall be written legibly and free from erasures, over writings or correction of figures. Correction where unavoidable should be made by cutting out, initialing, dating and rewriting.
- 20.** Rates quoted should be furnished items of works and for sufficiently as per the description of the schedule of quantity and specifications and shall include all taxes including rent, O.S.T. on works contract, royalty at the prevailing rates, cess and general and including charges pertinent to the works contract, royalty at the works, other charges of materials, Octroi duty, ferry tolls, conveyance charges and other costs on account of lands and building including temporary buildings required by the tenderer for collection of materials storage, housing of staff or other purpose of work.
- 21.** The tenderer shall bear cost of various incidentals sundries and contingencies necessitate by the work of all within the following or similar category.
- (i) Labour camps and huts necessary to a suitable scale including conservancy and sanitary arrangements, medical aids thereon to the satisfaction of the health authorities, labourer as well as for the works, no claim for carriage of water whatsoever will be entertained.
 - (ii) Fees and dues levied by Municipal, Canal and water supply authorities.
 - (iii) Suitable equipment and wearing apparatus for the labourers engaged in risky operation.
 - (iv) Suitable fencing barriers, signals including parapet and electrical signal where necessary works and approaches in order to protect the public and employees from accidents.
 - (v) No compensation for any damage done by rain or by similar action during execution of the work shall be paid.
 - (vi) The tender shall be written legible and free from erasures, overwriting or correction of figures. Corrections unavoidable should be made by scoring out the same and initialing dating and rewriting, the tender should show the total of each page and grand total of whole tender.
- 22.** The tender is to be decided as per prevailing codal provisions taking into consideration the capacity of the tenderer and equipments available with him for the work. The authority reserves the right to reject any or all tender without assigning any reason thereto.
- 23. NO RELATION CERTIFICATE:**
The contractor should have to furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of Assistant Engineer & above in the department of Irrigation if the fact subsequently proved to be false, the contract will be rescinded, the earnest money & the total security will be forfeited & he shall be liable to make good to the loss or damages resulting from such cancellation.

Signature of the Contractor


Block Development Officer

24. **TENDERERS CERTIFICATE:**

The tenderer will furnish with his tender a certificate that he has gone through all documents, including plans, drawings etc, of this tender schedule and that he has visited the works spot and satisfied himself with the local conditions, sufficiency of availability of labour and materials, visited the quarries and borrow areas, assessed the availability of materials water etc, camp facilities and quoted his rates for finished item of work, to cover all contractual obligations and contingencies arising thereof.

25. **AWARD OF CONTRACT:**

The tenderer whose tender is selected for acceptance and who has no fixed deposit with competent registering authority shall within a period of seven days upon written intimation for acceptance of his tender deposit the balance amount of initial security deposit so that the E.M.D. and initial security deposit will be 2% (Two percent) of the accepted tendered amount and sign the agreements in the P.W.D. Form P-I for fulfillment of the contract in the office of the Block Development Officer, G.Udayagiri Block, Dist. Kandhamal Odisha, PIN-762100. This initial security deposit together with the E.M.D. and the amount withheld according to the provision of P-I agreement shall be retained as security deposit for the fulfillment of this contract. Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and Government. The Security will be refunded twelve months after completion of the work and payment of the final bill and will not carry interest.

26. The work may be splitted up and distributed among several contractors if considered necessary in urgency of circumstances of the work.

27. In case of delay in acquisition of land, no compensation will be admissible but time extension will be granted as per request of the Contractor.

28. The earnest money deposited by the unsuccessful tenderer will be refunded as per relevant rules in force.

29. No part of the contract shall be sublet without written permission of Engineer-in-Charge nor any transfer be made by power of attorney authorizing others to receive payment on behalf of the contractor.

30. Each tenderer must submit along with the tender:

(A) List of works in hand in the prescribed Performa, Annexure – I.

(B) List of major works executed by him, Annexure – II.

(C) List of T & P available with him, Annexure – III.

31. **OBSERVATION OF LAWS AND LOCAL REGULATION ACCIDENT AND SAFETY MEASURES :**

The contractor shall observe all state and local rules and regulations, so far as they are relevant in controlling the operation involved carrying out the work and indemnify the Government and Employees of the Government against all suite losses, demands, actions, judgments and cost of every kind resulting from the commissions and omissions of the contractor and his employees in violation of the said rules and regulations.

32. The contractor shall fully indemnify the Department for payment of the compensation under workmen Compensation act. V-III of 1923 on account of the workmen being employed by him and the full amount of compensation if awarded by any competent court of law to the workmen will be recovered from the contractor.

33. The Contractor shall have to abide by the labour laws and rules in vogue and shall provide at his own cost housing, water supply, sanitation, medical aid and other facilities to the labourer engaged in the works required under labour laws and regulations. The contractor shall not employ labour of minor age group. In case of any complain by the labourers working about the non payment or less payment of his wages as per latest minimum wages act the B.D.O. 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 labourers directly under intimation to the local labour office of the Govt. The decision of the B.D.O. is final and binding on the contractor.

34. The contractor shall have to abide by the safety code introduced by the Government of India Ministry of works, Housing and supply in their standing order No.44 to 50 dated: 25.11.57.

35. Blasting where required shall be taken up only when proper precaution have been taken for the protection of persons and property in accordance with I.S 4081-1967, safety Code for blasting and related Drilling operations. Blasting shall be carried out only by persons licensed for and thoroughly conversant with the working methods and precaution to be observed in using explosives. To avoid the danger of injury from flying debris All personnel

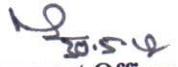
Signature of the Contractor

Block Development Officer

in a blasting area shall retreat to an adequate cover. While carrying out excavation, adequate precautions in accordance with I.S. 3764-166, Safety Code for excavation works shall be taken for the Safety of workers. The contractor shall have to abide by the Blasting laws and rules.

36. In case of any damage to Government or Public property or the property owned to any person(s) or firm(s) or body(s) due to negligence or any such action of the contractor resulting in damage of stoppage of work there by the contractor shall be liable to be penalized to the extent of the assessed value of the Damage or the out turn lost.
37. **CHANGE OF ADDRESS OF THE CONTRACTOR :**
The contractor shall inform the Engineer-in-Charge and the Department any change in his postal address from time to time from the one given in the tender papers and authorize any person with due intimation to the Engineer-in-Charge and the Department to receive instructions or communication from the Department on his behalf failing which the said undelivered instructions and communications published in notice board of the Block Development Officer, G.Udayagiri shall be treated to be intimation to the contractor and the same shall be binding on him.
38. **ARCHAEOLOGICAL FINDINGS :**
The contractor shall deliver to the Engineer-in-Charge all articles of archaeological importance as and when those are found in course of execution.
39. **CONTEMPORARY CONTRACTORS :**
The contractor shall take into the consideration the needs and requirements of the other contractors if any, working in the vicinity during the tenure of his contract and shall neither taken nor cause to be taken any steps or actions that may cause disruption/disturbance to their work, labour or arrangements etc. Any action by the contractor which the Engineer-in-Charge in his unquestioned direction may consider as infringement of the above would be considered as a breach of the contract and he may take such action against the contractor as deemed fit.
40. **TAXES :**
- TDS towards Income Tax will be affected from the bills of the Contractors / Firms / Company @ rate applicable to different categories of contractors as fixed by the Income Tax Department from time to time. At present the rate of TDS for individual contractors is @ 1% and for other category @ 2% without surcharge.
 - Goods & Service Tax (GST): Amount equal to twelve percent of each gross R/A bill of the contractor will be deducted towards Goods & Service Tax (GST) on works contract. In case any amendment to the existing provision is made during the tenure of the contracts the same will be applicable.
 - The Contractor will be responsible of all royalties or other charges for quarrying. All local taxes inclusive of State Sale Tax & Income Tax, octroi charges ferry and Tollage are to be paid by the contractor. Cost of royalty will be deducted from the contractor bill as applicable from time to time amendment by Government.
 - If during the currency of the contract or after completion of the works contract is subjected to levy of Sales Tax or Turn over tax as per Odisha Sale Tax Act, the same shall be borne by the contractor.
 - 1% Cess will be deducted from each running bill (Gross) of the work or as amended from time to time.
41. **INTEREST :**
Under no circumstances interest is payable for dues of the contractor if any lying unpaid or payable for the work.
42. **CONSTRUCTION PROGRAMME :**
A construction programme prepared and submitted by the contractor soon after issue of work order for approval by the Engineer-in-Charge. The contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible.
43. The contractor has to make adequate lighting arrangements for night's works whenever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account is admissible.
44. **AVAILABILITY OF LABOUR :**
Labour required for the work may not be available to the full extent in the locality. The contractor may have to import labourer from outside.
He shall arrange and regulate the labour strength according to necessity. The claim for any idle labour whether or not at the fault of the contractor or due to any other reason whatsoever shall not be entertained by the department. The contractor's item rate in the tender are deemed to have adequate coverage on account of the import and employment of required labours and providing facilities and amenities to them.

Signature of the Contractor


Block Development Officer

45. SUSPENSION WORK :

The Engineer-in-Charge may from time to time by written orders without in any way vitiating the contract, direct the contractor to suspend the work or any part thereof at such time and the contractor shall not after receiving such written order proceed with the work or items thereof ordered to be suspended until he shall have received a written notice or authority from the Engineer-in-Charge to proceed with the works again.

Should the work be ordered to be suspended directly in the interest of safety of the work due to Acts of gods, force majeure, war or indirectly as a result of the contractor not complying with any of the provisions of the contract in respect of the quality of the materials, workmanship, programme of execution, he shall not be entitled to claim any compensation for any loss he may put to directly or indirectly for such suspension of work.

During the period of suspension of the work contractor shall properly protect and secure the works as far as is necessary in the opinion of the Engineer-in-Charge.

46. ITEMS NOT COVERED IN THE SCHEDULE :

The items of work not covered in the tender schedule shall be paid in the current schedule of rate of the state and those not covered by the said schedule of rates will be paid on actual analysis approved by competent authority.

47. FORCE MAJEURE :

The contractor shall take all precautions to protect the work from damages due to rains, cyclones, fire or by any other natural calamity; public agitation or riots etc. and also make good such damage if any at his own cost during the period of execution and till the work is taken over by the department. No compensation will be paid to the contractor on account of idle labourers due to above reason.

48. TOOLS AND PLANT :

The contractor should at his own cost arrange necessary tools, plants and machineries required for the efficient execution of work and the rates quote should be inclusive of such charges.

49. HAUL ROADS :

All approach roads and haul roads to work sites and quarries will be constructed and maintained by the contractor at his own cost. The roads so constructed shall be allowed to be used free of cost by agencies working in other reaches of the project including Government Department unless otherwise restricted by the Engineer-in-charge.

50. DEPARTMENTAL STOCKMATERIALS :

All the material will be supplied by the Contractor.

51. CONSTRUCTION SHEDS :

Temporary structures may be erected by the contractor at his expenses for storage sheds Office residence, labour hutment etc., on the land available with the department with permission of the Engineer-in-Charge. On completion of the work these structures should be dismantled and the site cleared and handed over to the department.

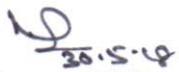
52. In the event of delay in supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any circumstances.

53. Any silt, debris and other foreign materials deposited on the working region on account on rains flood or any other cause prior to and during the course of execution and till the works is completely taken over by the department have to be cleared by the contractor at his own cost.

54. The contractor shall not interfere with execution of water supply or electrical agreement and any other works entrusted to any other agency by the department at any time during progress of work.

55. It shall be the responsibility of the contractor to make such arrangements as may be required from time to time to protect men, machinery and the works against damage due to flood and the department accepts no liability whatsoever for damage or losses on this account.

Signature of the Contractor


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Block Development Officer

56. SITE CLEARANCE :

Such portion of the site of work as may be considered necessary for the purpose of alignment and demarcation shall be cleared of Jungle, if any, by the contractor at his own cost.

The limits of the structure within work will, be carried out within the scope of the contract shall be suitably demarcated by the department.

The contractor has to supply necessary labour at his own cost for fixing bench mark pillars/alignment pillars and pegs and also for layout, leveling and profiling and maintaining the same till completion at his own cost. The general layout pillars and Benchmark pillar already laid out by the department is to indicate generally this alignment of works in the field, originally the contractor while taking up excavation works will preserve pillars.

57. The contractor should keep himself in touch with the Engineer-in-Charge for smooth execution of work and arrange adequate labour depending upon the work load and working space available No claim whatsoever for detention/idle of labour will be entertained.

58. OTHER CONTRACTORS:

Contractor operation shall be so planned as to prevent waste from his work flowing or, finding way into the neighboring reaches. In the event of water from his reach flowing or finding way into the neighboring or subsequent reaches, the respective contractor shall be liable pay compensation towards any expenditure incurred loss or damage sustained by the concerned contractor(s) on account of the said reasons unless they otherwise mutually settle the issue amongst themselves.

Provided that if there is any dispute among the contractors on the amount of such compensation the decision of the Engineer-in-Charge shall be final and conclusive and binding on concerned contractor.

59. ORDER BOOK :

An order Book with pages numbered will be, issued by the Block Development Officer and shall be maintained by the JE/GPTA systematically till completion of the work and thereafter surrender it to BDO for record. The order book shall be available at the site during work hours for recording instructions relating to the work.

60. EMPTY CEMENT BAGS :

The cost of empty cement bag @ Rs.3.50 (Rupees three & paisa fifty) only will be deducted from the contractor's bill.

61. Recovery of Royalty :-

Stone and Stone product @ Rs. 139.00/- (Rupees One hundred thirtynine) only/cum

Sand @ Rs.39..00/- (Rupees Thirty-nine) only / Cum

Moorum @ Rs.39.00/- (Rupees Thirty-nine) only / Cum

62. ROLE TO VERBAL ORDER :

It shall be the contractor's responsibility to get any verbal orders, instructions or direction confirmed in writing without of any claim arising thereof.

63. STATUTORY OBLIGATIONS OF CONTRACTOR:

The Contractor shall have to arrange water required for the work at his own cost.

64. The contractor shall have to construct and maintain cofferdam as for the work during execution at his own cost including river diversion and water supply arrangements of the department.

65. Bailing out water from foundation, construction of cross dewatering where-ever during execution of the work shall have to be done by the contractor at his own cost.

66. Gangway, scaffolding or any such arrangement required for the works are to be provided by the contractor at his own cost as per direction of the Engineer-in-Charge. He will have right to inspect such arrangement made for the work and reject partly and fully such structures is found defective such if found defective opinion of the Engineer-in-Charge.

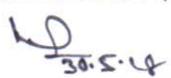
67. Department shall not pay any compensation to the contractor for the damage occurred to the materials and work instructed to him due to natural calamities.

Signature of the Contractor

Block Development Officer

- 68. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES:**
Right is reserved to make such increase or decrease in quantity or in item of worked in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the work and such increase or decrease shall in no way invalidate the contract or rates except grant of extension of time where considered necessary.
- 69. EMERGENCY MEASURE :**
The work may be split up and distributed among Sub-contractors if considered necessary on the emergency of the circumstances of the work and the contractor will not be entitled to any compensation to this account.
- 70. SAFETY OF MACHINERIES :**
Unusual flood may occur during the working season. In the event of over topping or breach in the Coffor Dam embankment due to such flood in the working season resulting in flooding of the working area or outside the working area, the contractor shall make his own arrangement to shift the machineries and equipments materials etc., to safe place at his own cost. The work shall be resumed after the floods, necessary reconstruction of the Coffor Dam / embankment cleaning the working area of debris and silt shall have to be done by the contractor at his own cost. Suitable extension of time may however be granted in such eventualities at the request of the contractor. But no compensation whatsoever shall be paid in this regard.
- 71. CONTRACTOR DYING BECOMING DISOLVENT, INSANE OR IMPRISONED :**
- (A) In the event of the death, insanity, insolvency and imprisonment of the contractor or the contractor being a partnership or firm becomes dissolved or being a corporation goes in to liquidation, the contract may be terminated by notice in writing posted at the site of the work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the contractors dues to Govt, there from at appropriate rates to the person or persons entitled to receive and given dishonourage for the payment.
- (B) If the contractor becomes, bankrupt, has receiving order made against him or compound with his creditor or being a Corporation commence to be wound-up not being a voluntary winding-up for the purpose only a amalgamation or reconstruction, or carry on its business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty.
- (i) To give such liquidation, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due, faithful performance of the contract up to an amount to be determined by the Department.
- (ii) To terminate the contract for with by notice in writing to the contractor or to the liquidation or receiver or to any person in whom the contract may become vested and to act in the manner.
- 72. REMOVAL OF CONTRACTOR'S MEN :**
The contractor shall on the written direction of the Block Development Officer immediately remove from the works any person employed thereon, who may in the opinion of the Engineer-in-Charge be incompetent or has inducted himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-Charge.
- 73. FAIR WAGES CLAUSE :**
The contractor should abide by the Fair wage clause introduced by the Govt. and shall not pay less than the fair wages fixed by the Govt. to the labourer engaged by him in the work..
- 73. LABOUR LICENSE AND REGISTRATION :**
The contractor should abide the relevant labour license Act & rules introduced by the Government during engagement of labourers for execution of work. The contractor will produce the attested copy of labour license at the time of execution of agreement.
- 74. SAMPLE OF MATERIALS :**
The contractor shall supply sample of all materials fully before procurement for the work for testing & acceptance as may be registered by the concerned Block Development Officer.
- 75. QUALITY CONTROL AND TESTING :**
- a) The Quality Control Organisation of department will conduct necessary tests to ensure specifications and quality of execution of works as per standard procedures in vogue.

Signature of the Contractor


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Block Development Officer

The contractor has born the cost of all tests as & when required including the cost of convenience from work site to laboratory if any.

The contractor has liable to pay for any test which is not included in the agreement but required in the opinion of the Engineer-in-Charge during execution of work for which no additional payment will be made to contractor.

b) Correction of defects:

On receipt of notice from the Engineer-in-Charge the contractor will rectify the defects in stipulated period at his own cost. If the defects are not rectified in the stipulated period, the Engineer-in-Charge shall assess the cost, get the defect rectified and recover the same from the dues of the contractor.

76. TESTING OF THE STRUCTURE:

After completion of works, the contractor shall arrange the requisite equipments for testing of the work if found necessary at his own cost.

77. RESOLUTION OF DISPUTES:

- (a) All Claims are to be settled by a Civil Court of competent jurisdiction by way of Civil Suit.
- (b) The Contractor shall not be entitled to invoke civil suit until and unless he has completed the work or until the Government have made alternative arrangements for completion of work in question as the case may be.
- (c) The tendency of civil suit proceedings shall not disentitle the Govt. to terminate the contract and make alternative arrangements for completion of the work.

78. JURISDICTION OF COURT:

For the purpose of jurisdiction in the event of dispute, if any, contractor should be deemed to have entered into within the State of Odisha and it is agreed that neither party to the contract nor the agreement will be competent to bring at suit in regard to matters covered by this contract any place outside the State of Odisha.

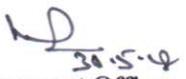
- 79.** If any further necessary information is required the Block Development Officer, will furnish such information on written request but it must be clearly understood that tenders must be received in order and according to instructions specifications appended herewith.

80. TIME CONTROL:

a. Progress of work and Re-scheduling programme.

- i) The Block Development Officer shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
- ii) Within 15 days of issue of acceptance, the contractor shall submit to the B.D.O. for approval a Programme Commensurate, arrangements and timing for all the activities in the works along with monthly cash flow forecast.
- iii) To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 3/4 of the whole time allowed under the contract has elapsed.
- iv) If at any time it should appear to the B.D.O that the actual progress of the works does not confirm to the programme to which consent has been given, the contractor shall produce, at the request of the B.D.O, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the Contractor does not submit an update programme within this period, the B.D.O may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- v) An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- vi) The B.D.O approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the B.D.O again at any time. A revised programme is to show the effect of variations and compensation events.

Signature of the Contractor


30.5.14
Block Development Officer

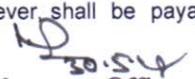
b. Extension of the Completion Date:

- i) The time allowed for execution of the work as specified in the contract data shall be the essence of the contract. The execution of the works shall commence from the 15th day of such time period as mentioned in Letter of Award after the date on which the B.D.O. issues written orders to commence the work or from the date of handing over the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee/security deposit absolutely.
- ii) As soon as possible after the contract is concluded, the Contractor shall submit a time and progress chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between Block Development Officer and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work. The Contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- iii) In case of delay occurred due to any of the reasons mentioned below the contractor shall immediately give notice thereof in writing to the B.D.O., but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the B.D.O. to proceed with the works.
 - a) Force measure, or
 - b) Abnormally bad weather, or
 - c) Serious loss or damage by fire, or
 - d) Civil commotion, local commotion of workmen, strike or lockout, affection any or the trades employed on the work, or
 - e) Delay on the part of the other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract, or
 - f) In case a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or
 - g) Any other cause which, in the absolute discretion of the authority mentioned, in contract date is beyond the contractor's control.
- iv) Request for reschedule and extension of time, to be eligible for consideration, shall be made by the contractor in writing within 14 days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- v) In such cases a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the Block Development Officer in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for given a fair and reasonable extension by the B.D.O. and this shall be binding on the contractor.

c. Compensation for delay:

- i) If the contractor fails to maintain the required progress in terms of clause or to complete the work and clear the site on or before the contractor or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Project Director, DRDA (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work of every completed day/month (as applicable) that the progress of that work remains incomplete.
- ii) This will also apply to items or group of items for which a separate period of completion has been specified compensation @ 1.5% per month of for delay of work delay to be computed on per days basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or to tendered value of the item or group of items of work for which a separate period of completion is originally given.
- iii) The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Government. In case the contractor does not achieve a particular milestone mentioned in contract data or the reschedule milestone(s) in terms of Clause, the amount shown against the compensation levied at the final grand of extension of time. Withholding of this on failure to achieve a milestone shall be automatic without any notice to the contractor. However, no interest, whatsoever shall be payable on such withheld amount.

Signature of the Contractor


Block Development Officer

81. ELIGIBILITY CRITERIA AND CONDITIONS IN TENDER:

- i) The contractor are required to furnish the evidence of ownership of principal machineries/ equipments for only those machineries/ equipments asked for in the tender documents.
- ii) In case the contractor exceeding several works he is required to furnish a time schedule for movement of equipment/machinery from one sit to work site when work is to be executed.
- iii) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the state, he/she is required to furnish additional 1% EMD/ Bid Security. The entire bid security including the additional bid security shall stand forfeited in case the contractor fails to mobilize the machineries within stipulated time as per the tender document.
- iv) The contractor intending to hire/lease equipments/ machineries are required to furnish proof of ownership from the company/person providing equipment/machines on hire/lease along with contracts/agreements/lease deed and duration of such contract.

82. RECEIPT OF TENDER DOCUMENTS OF ACCEPTANCE THEREOF:

- i) The tender documents will be sold to the intending purchaser/ contractor at the same time during selling days in the offices mentioned in the tender call notice, similarly the tenders are required to be received from the tenderers in the above offices during the same time on the days of submission. But opening of the bids shall be carried out in the office of the officer inviting the tender who is also the tender accepting authority.
- ii) Contractors are not required to write their name on the outer cover containing the Bid documents. They are only required to write the name of the work and authority who had issued the tenders. The tender submitted in the wrong box shall not be taken into consideration.
- iii) In case the 1st lowest tender or even the next lowest tenders withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers, shall also be taken apart from disincentivising the tender.
- iv) In case the reason for backing out of the 1st lowest tenderer is justified then the offer of 2nd lowest tenderer may be accepted provided that the 2nd lowest tender negotiated with the rates of 1st lowest tenderer. However, approval from the next higher authority is mandatory for such cases.
- v) Similarly, if more than one of the lowest tenderers starting from the 1st lowest in series such is the 1st lowest and 2nd lowest tenderer withdraw, this should automatically stand cancelled unless for very special reasons to be recorded in writing. Approval of next higher authority is to be obtained prior to acceptance of the offer of the contractors quoting higher rates in the larger interest of getting the works one in time. In such cases, the next higher authority should accept the tender only if the 3rd lowest tenderer agrees to undertake the work at the rate quoted by the 1st lowest tenderer. In case of some extreme urgency for other valid reasons, the deviation from the lowest rates may be considered, but this should go to the 2nd higher level of authority in the hierarchy for acceptance. In such cases, prior detailed investigation of the circumstances and reasons thereof should be recorded in writing for accepting such tender in higher rates than the 1st lowest offer.
- vi) The original certificate of the 1st lowest and 2nd lowest bidder will be verified prior to acceptance of tender.
- vii) For a particular work a bidder can submit only one tender paper submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers.
- viii) Successful bidder if not registered under Govt. of Odisha, required to be registered under the State P.W.D. before signing of the agreement.

83. QUOTED RATE MORE THAN ESTIMATED COST:

The Percentage Rate quoted more than the estimated cost is not allowed.

84. Incentive will be @ 1 % in case of completion of work ahead of one month (part of the month shall be excluded) and the maximum amount payable will be fixed at 2% if the work is completed two months ahead of the scheduled time. Incentive is not admissible in case of works where E.O.T. is allowed. Intensive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule incentive need not be include in the estimate. Special Budget provision may be made under state plan out of which the incentive shall be meet.

Signature of the Contractor


20.5.18
Block Development Officer

85. UNDER TAKING FOR PAYMENT OF MINIMUM WAGES:

I/We do hereby undertake that I/We shall pay minimum wages to the unskilled labourers engaged by me/us execution of the work. At the rate of specified in department of labour and employment Department Govt. of Odisha Notification. If the minimum wages will be changed by the Government during execution of the work. I shall pay to the unskilled labourer and wages of different category of labour at the rate of specified in department of labour and employment Department Govt. of Odisha Notification.

In case the Block Development Officer is not satisfied that the minimum wages has not been paid. He will have the right to deduct such amounts from the bills of the contractor and pay to the labourers.

Signature of Contractor

86. ELECTRICAL WORKS:

The contractor will give the undertaking that he will execute the electrical works (if required) through a registered electrical license holder contractor. The attested copy of the registered electrical license and willingness of the electrical contractor who will execute the work shall be submitted by the contractor before execution of the agreement.

NO RELATIONSHIP CERTIFICATE

Certified that I/We am/are not related to any officer of Panchayatiraj Department of the rank of Assistant Executive Engineer and above or any officer of the rank of Assistant Secretary and above. I/We am/are also aware that 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 loose 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

Annexure – I**LIST OF WORKS IN HAND OF THE TENDERER**

Sl No.	Name of work	Agreement Amount	Name of Division	Apprx. value of work done till submission of tender	Date of commencement probable date of completion
1	2	3	4	5	6

Signature of the Contractor

ND
30.5.14
Block Development Officer

Annexure – II

LIST OF MAJOR WORKS EXECUTED BY THE TENDERER

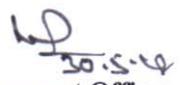
SI No.	Name of work	Agreement Amount	Amount of work done	Whether finalised or not	Name of the Division
1	2	3	4	5	6

Annexure – III

LIST OF TOOLS & PLANTS AVAILABLE WITH THE TENDERER

SI.No.	Details of T & P in possession	Number
1	2	3

Signature of the Contractor



 Block Development Officer

TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of Odisha for the work specified in the underwritten memorandum at the rates specified therein within a period of months from the date of written order to commence and in accordance in all respects with the specifications design, drawings and other documents referred to in rule thereof and subject to the annexed conditions of contract and with such conditions so far as possible.

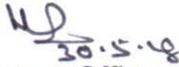
MEMORANDUM

a) If several sub-works are included they should be detailed in a separate sheet.

b) This deposit will be 2% of the estimated cost of the work.

- (a) Name of work : "Improvement of Road with CD works fro Patangnaju PMGSY road to Balungia" Kattingia GP.
- (b) Estimated Cost : Rs.....
- (c) Agreement Value. (Bill of Quantities) : Rs.....
- (d) Earnest Money Deposit : Rs.....
- (e) Initial Security Deposit (Including earnest money) to be deposited before the commencement of work. : Rs.....
- (f) Additional Performance Security Deposit. : Rs.....
- (g) Time required for the work : from date of written order to commence. :
- (h) Date of written order to commence. :
- (i) Stipulated date of completion. :
- (j) Total No. of work tendered : for :

Signature of the Contractor


20.5.18
Block Development Officer

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

CONTRACTOR

Signature of contractor before submission of tender.

Dated theDay of..... 201

Signature of witness to one tender's signature.

Witness :

Address :

Occupation:

Signature of Officer by whom accepted.

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

Dated theDay of..... 201

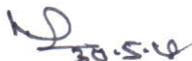
**Block Development Officer
G.Udayagiri, Dist. Kandhamal**

Agreement No.....P- I

Certified that this agreement contains pages only.

**Block Development Officer
G.Udayagiri, Dist. Kandhamal**

Signature of the Contractor


Block Development Officer

FAIR WAGE CLAUSE

Clause-1: The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer for work done by such labour fair wages.

Explanation: - "Fair Wages" means wages, whether for time or piece work prescribed by the State Public Works Department Provided that where higher rate have been prescribed under the Minimum Wages Act 1948 wages at such higher rate should constitute fair wages. (P.W.D. No. 22059, dtd.16.08.1977).

The Block Development Officer shall have the right to enquire into and decide any complaints alleging that wages paid by the contractors to any labourer for work done by such labourer is less than the wages as per the sub-paragraph(1) above. (Works Deptt. No. 22059, dtd.16.08.1977.)

Clause-1a: The contractor shall notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

Clause-1b: In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period production from wages, recovery of wages not paid, and deductions unauthorized made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other matters of like nature.

Clause-1c: The Block Development Officer shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of condition of the contract for the benefit of the workers nonpayment of wages or deductions made from his or their wages, which are not justified their terms of the contract or non observance of the regulations. Money so deducted should be transferred to the workers concerned.

Clause-1d: Vis-à-vis the Government of Odisha, the contractor shall be primarily liable for all payment to be made under and for the observation of the regulation aforesaid without prejudice to his right to claim indemnify from his sub contractor.

Clause-1e: The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be breach thereof shall be breach of the contract.

Clause-1f: Under the provision of the Minimum Wages Act, 1948 and minimum wages (Central Rules, 1950) the contractor is bound to allow or cause, to allow to the labourers directly and indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as per duty, in the event of default. The Block Development Officer shall have the right to deduct the sum not paid on account of wages for weekly holidays to labourers and pay the same to the persons and titled there to from any money due to the contractor.

Clause-1g: The contractor shall at his own expense provide or arrange for the provision of foot ware for any labour doing the cement mixing work and black topping of roads (The contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so Govt. shall the entitled to provide the same and recover the cost from the contractor.

Clause-1h: In respect of all labour directly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangement for workers employed by the Odisha Public Works Department and its contractor. This will apply to work places having 50 or more workers.

Clause 2: The terms and conditions of the agreements have been read/explained to me and
certify..... clearly understand them.

Signature of the Contractor


 Block Development Officer

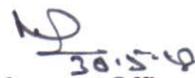
**MODEL RULES FOR HEALTH & SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED
BY ODISHA P.W.D. OR IT'S CONTRACTORS.**

1. **Application :** These rules shall apply to all construction work in charge of Odisha Public Works Department which are expected to continue for a year or more.
2. **Definitions.**
 - (i) "Work Place" means a place at which an average of fifty or more workers are employed in connection with construction work.
 - (ii) Large work place means a place at which an average of 500 or more workers are employed in connection with construction work.
3. **First Aid :**
 - (a) At every work place there shall be maintained in a readily accessible place first aid appliances including and adequate supply of sterilizer dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work places they shall be readily available during working hours.
 - (b) At large work places where hospital facilities are not available within easy distance of the workers, first aid posts shall be established and run by a trained compounder.
 - (c) Where large work places are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
 - (d) Where large work places are situated in cities towns or in their suburbs and no beds are considered necessary owing to the proximity of city, town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At the work place some conveyance facilities such as a car shall be kept readily available to take injured persons or person to the nearest hospitals.
4. **Drinking Water :**
 - (a) In every work places, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
 - (b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.
 - (c) Every water supply of storage shall be at a distance of not less than 50feet from any latrine, drain or other sources of pollution where water to be drawn from an existing well which is within such proximity of latrine drain or any other sources of pollution the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with tray door which shall be dust and water proof.
 - (d) A reliable pump shall be fitted to each covered well the tray door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - (e) The temperature of drinking water supplied to workers shall not exceed 90° F.
5. **Washing and Bathing Place :**
 - (i) Adequate washing and bathing places shall be provided separately for men and women.
 - (ii) Such places shall be kept in clean and drained condition.
6. **Scale of Accommodation in Latrines and Urinals :** - There shall be provided within the premises of every work place latrines and urinals in an accessible place; and the accommodation, separately for each of them shall not be less than the following.

(a) Where the number of persons employed Does not exceed 50.	No. of Seats 1
(b) Where the number of persons employed Exceeds 50 but does not exceed 100	No. of Seats 3
(c) For every additional 100 (in particular cases the Block Development Officer shall have the power to vary the scale where necessary)	No. of seats 3 per 100
7. **Latrine and Urinals for Women :** *If women are employees, separate latrines and urinals separate from that for women and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in rule.*

Those for men shall be similarly marked "for men only" A poster showing the figure of a men and women and shall also be exhibited at the entrance of Latrines for each sex. There shall be adequate supply of water close to the urinals and latrine.
8. **Disposal of excreta :** Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by as, Director of Public Health of Municipal Medical Officer or Health at the case may be whose jurisdiction the work place is situated. Alternatively excreta may be disposed of by putting a laver of night soil at the bottom of pucca tank prepared for the purpose and covering it with 6' layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn in to manure).

Signature of the Contractor


 Block Development Officer

9. **Provision of shelters during rest :** At every work place, there shall be provided free of cost two suitable sheds one for females and the other for rest for the use of labourers. The height of the shelter shall be less than 11 feet from the floor level the lowest part of the roof.
10. **Crèche :**
- (a) At every work place at which more than 50 women workers are employed, there shall be provided only one hut for the use of children under the age of 6 year, belonging to such women and shall be used for infant's games and play and their bed room. The huts shall not be constructed on a lower standard than the following.
- i) Thatched huts
 - ii) Mud floors and walls
 - iii) Planks spared over the mud floor and covered with matting.
- The hut shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision for sweepers to keep the place clean. There shall be two Dais in attendance. Sanitary utensil shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to Children, their attendants and mothers of the children.
- b) Where the number of women workers is more than 50 the contractor shall provide one hut and Dhai to look after the Children of women workers.
 - c) The size of crèche shall vary according to the number of women workers.
 - d) The crèche shall be properly maintained and necessary equipments like toys etc. shall be provided.

SPECIAL CONDITIONS

1. Land required for storage of material will be arranged by the Contractor at his own cost and responsibility.
2. Water for execution will be arranged by the Contractor at his own cost and responsibility.
3. It must be definitely understood that the Government do not accept any responsibility for the correctness and completeness of the trial boring shown in the cross sections.
4. The Contractor should have enough technically skilled persons for supervision of the work.
5. The work will be executed as per Odisha Detailed Standard Specification and as per the instructions of E.I.C.
6. The Contractor will make his own cost for arrangements to watch the materials at site till the work is finally closed and handed over.
7. The contractor will remain responsible to arrange all mechanical means whenever required to complete the work in time at his own cost.
8. The quantities provided in the tender schedule are tentative and there is likelihood of variation during the execution as directed by the Engineer-in-Charge. Before starting the work, the initial levels will be taken for his acceptance. The final bill will be paid on level sections. Neither any claim nor any extra rate will be entertained for variation on quantities.
9. The Contractor shall engage local labourers on priority basis during execution of the works.
10. Letters etc. found in the tender box raising or lowering the rates or dealing with any point, in connection with the tender will not be considered.
11. After the work is finished all surplus materials should be removed from the site of work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
12. No payment will be made for bench marks, level pillars, profiles and benching and levelling the ground where required. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and incidental items of works.
13. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of works of extra quantity of any items besides estimated amount unless written order is obtained from the Engineer-in-charge and rates settled before the extra items of work or extra quantity of any items of work is taken up.
14. Tenderers are required to go through each clause of P.W.D. form P-I carefully in addition to the clause mentioned herein before tendering.

Signature of the Contractor


Block Development Officer

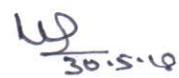
15. All reinforced cement concrete works should conform to Orissa Detailed Standard Specifications. I.R.S. and ISI Codes and Bridge Code sections 1,111 111, IV, and VII & latest design criteria for prestressed concrete bridges specifically for road and bridge issued by M.O.S.T., Govt. of India.
16. Shuttering and centering shall be with seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and. water tight or alternatively steel shuttering and centering may be used.
17. 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.
18. Concrete should be machine mixed unless otherwise ordered in writing by the B.D.O., The contractor should arrange his own concrete 'mixer. Vibrator, pumps, etc., for this purpose at his own cost.
19. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) kg.
20. Department shall not supply any materials, what-so-ever for the work. The tenderer shall be financially solvent and stable for advance procurement of all materials, required for the work vide Govt. of Orissa, Finance Department Memo No. 48443/F-Code-46/95 dated 11.12.1995.
21. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of the actual execution of the foundations.
22. Concrete of strength below 85% of the required strength (as determined by actual tests) shall not be accepted.
23. No Claim for carriage of water whatsoever will be entertained.
24. P.R.R. will be provided by the of the contractor at his own cost.
25. Increase / decrease of cost of Steel, Cement and Bitumen are to be reimbursed / liable to be refunded with prior approval of Government as follows- .
 1. Steel Rate as fixed by Steel Authority of India Ltd. (SAIL)
 2. Cement..... Average factory price of three manufacturer of cement inside the State
 3. Bitumen Rate as fixed by Indian Oil Corporation (100).
26. From the commencement of the work to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa harmless for any claims for injuries to person or structural damage to property happening fro t a y neglect, default, want of proper care or misconduct on the part of the contractor or anyone in his employment during the execution of the works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
27. The date of issue of the notice to the contractor to attend Panchayat Samiti Office for signing the agreement shall be treated as the date of commencement of work.
28. No part of the contract shall be sublet without written permission of the concerned Block Development Officer or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.
29. The contractor should attach the certificate in token of payment of deposit with the registering authority as per recent circular of Government relating to his registration.
30. Any damage caused by natural calamities should be done by the contractor at his own cost. The Department will not be in any way responsible for the same and will not pay any cost towards the repair done by the contractor.

Signature of the Contractor


Block Development Officer

TENDER SCHEDULE (BILL OF QUANTITIES)					
Name of the work – Improvement of Road with CD works from Patangnaju PMGSY road to Balungia					
Estimated cost - Rs. 10,00,000/-			Tendered Value - Rs. 9,89,525/-		
	Item of work	Qty	Unit	Rate	Amount
1	Earthwork in excavation of foundation in hard soil with all leads and lifts including dressing and levelling the bed etc	167.02	1 cum	117.43	19612.00
2	Filling foundation and plinth with sand including watering and ramming including cost, conveyance and royalty and taxes of all materials and labour with T&P required for the work etc. complete as per specification and direction of Engineer-in-Charge.	56.32	1cum	677.80	38176.00
3	Cement Concrete of proportion (1:3:6) in foundation and plinth using 4cm size clean hard black hand broken granite metal including cost conveyance and royalty of materials and labour	122.10	1cum	4653.80	568221.00
4	R.C.C.Work M-20 grade with 20mm and down graded black hard granite chips (crocer broken) including watering and curing, cost, conveyance, royalty and taxes of all materials and labour with T&P required for the work etc complete.	5.37	1cum	5393.60	28979.00
5	C.C. (1:2:4) using 12mm size HG chips with proper mixing including lowering and laying the concrete on roof slab including centering and shuttering and dismantling them after three weeks of casting including curring for 21 days with all cost conveyance etc. complete and as per specification and direction of Engineer in Charge.	42.98	1cum	5972.20	256671.00
6	Rigid and smooth centering and shuttering for R.C.C. works including false works and dismantling them after casting including cost of materials complete in ground floor.	25.36	1sqm	317.90	8062.00
7	Rigid and smooth centering and shuttering for R.C.C. works including false works and dismantling them after casting including cost of materials complete in ground floor.	179.26	1sqm	86.40	15488.00
8	Labour for supplying, cutting, bending, binding fixing, fitting uncoated HYSD bars reinforcement tying the grills, straighten placing them in position including cost of bindings wire 18 to 20mm gauge including cost of HYSD bar with conveyance and royalty etc. complete and as per technical specification and direction of Engineer-in charge.	8.06	1qntl	6367.30	51316.00

Signature of the Contractor



30.5.19

Block Development Officer

9	Display board	1	No.	3000	3000.00
				Total	989525.00
				Say,	989525.00

Total Nine (09) item only

(Rupees Nine lakh Eightynine thousand Five hundred Twenty Five) only

Percentage excess / less/ par

- (a) In figures% excess
- (b) In words% excess
- (c) In figures% less
- (d) In words% less
- (e) In figures% par
- (f) In words% par

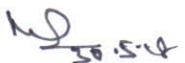
Total No of correction :

Total No of overwriting :

Total No of interpolation :

Block Development Officer
G.Udayagiri

Signature of the Contractor


Block Development Officer

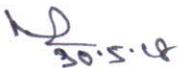
INFORMATION SHEET FOR OFFICE USE ONLY

MEMORANDUM OF PAYMENT

Sl. No.	M.B. No.	Voucher No.	Date	Gross amount of the Bill	Net amount of the Bill	Cumulative Gross Amt.	Signature of D.A.O.

(TWENTY ONE PAGES ONLY)

Signature of the Contractor


30.5.18
Block Development Officer