PANCHAYAT SAMITI, BOIPARIGUDA, DISTRICT- KORAPUT

TENDER CALL NOTICE FOR CONSTRUCTION OF MISSION SHAKTI BHAWAN AT BOIPARIGUDA

Name of the Institution: -	PANCHAYAT SAMITI, BOIPARIGUDA, DISTRICT- KORAPUT
Telephone:	06854-245423
E-mail:	ori-boipariguda@nic.in
Bid Reference Number:-	TENDER-02/2021-22 OF PANCHAYAT SAMITI, BOIPARIGUDA, DTD. 10.12-2021
Date of publication of Tender:-	Dt. 10-12-2021
Availability of Bid Document in the website: - (www.koraput.nic.in)	From Dt. 11-12-2021 to Dt. 23-12-2021 (Up to 5.30 P.M.)
Last date and time of receipt of Bid Documents: -	Dt.23-12-2021 up to 5.30 P.M.
Date and time of Opening of Tender: -	Dt.24-12-2021 at 11.00 A.M.
Place of Opening of Bid Documents: -	Office chamber of the Block Development Officer, Boipariguda, District- Koraput
Address for Communication: -	Office of the Block Development Officer, Boipariguda, At/PO/PS- Boipariguda, District- Koraput, PIN- 764043 (Odisha)

10/12/21

Block Development Officer
Boipariguda

Block Development Officer
Boipariguda

GOVERNMENT OF ODISHA
PANCHAYATI RAJ DEPARTMENT
PANCHAYAT SAMITI, BOIPARIGUDA

No. 3582/2021 **Dated the 10th December, 2021**

DETAILED TEDER CALL NOTICE

1. The Block Development Officer, Boipariguda, District- Koraput (Odisha) on behalf of the Governor of Odisha invites percentage rate contract tender in single cover system for the work mentioned at column No-2 of the following table from the eligible class of contractors registered with the State Government and Contractors of equivalent Grades/Class registered with Central Government/ MES/Railways & other State Governments for execution of Civil Works, on production of define proof from the appropriate authority.
BID Identification No. Tender- 02/2021-22 of Panchayat Samiti, Boipariguda, Dtd. 10-12-2021

Sl. No	Name of the work with location	Amount put to tender (In Rupees) (Excluding GST)	Amount of EMD to be deposited (1% of the tender cost) (In Rupees)	Cost of Bid Documents (Non - refundable) (In Rupees)	Duration of Completion	Class of Contractors from which tender is invited
1	2	3	4	5	6	7
1	Construction of Mission Shakti Building at Boipariguda	Rs.31,22,563/-	Rs.31,300/-	Rs.6,000/-	6 (Six) Calendar Months	"C"& "B"

2. The amount put to tender as per column-3 of the above table are excluding GST.
3. Interested bidders have to download the bid documents consisting of plans, specifications, schedule of quantities and a set of terms and conditions of contract and other necessary documents from the website www.koraput.nic.in.The bid documents will not be sold in the office of the Block Development Officer, Boipariguda. The bid documents will only be downloaded from the above website. While submitting bid documents, bidders are required to mention **"DOWNLOADED FROM WEBSITE"** on the top right corner of the bid document. The bidders are required to enclose with the bid document a Demand Draft of appropriate value as per column-5 from any nationalized bank drawn in favour of **"Block Development Officer, Boipariguda" payable at Boipariguda** towards the cost of tender paper, which is non-refundable.
4. Bidders should furnish EMD of appropriate value as per column-4 in shape of a separate Demand Draft/NSC/KVP/TDR/STDR/ Post Office Saving Bank Account/Post Office Term Deposit/Term Deposit from any Nationalized Bank duly pledged in favour of the **"Block Development Officer, Boipariguda, District- Koraput"**.
5. The successful bidder, whose tender is accepted is required to deposit at the time of acceptance of tender one percent of the estimated cost equivalent to the amount of EMD of appropriate value as per column-4 towards ISD in shape of a separate Demand Draft/NSC/KVP/TDR/STDR/ Post Office Saving Bank Account/Post Office Term Deposit/Term Deposit from any Nationalized Bank duly pledged in favour of the **"Block Development Officer, Boipariguda, District- Koraput".**
6. EMD given by all the bidders except the three lowest tenderers should be refunded within a week from the date of receipt of tenders. EMD given by the other two parties except the one whose tender is accepted should also be refunded within 15 days of the acceptance of the tender.
7. The Bidders are required to submit attested copies of valid Contractor Registration Certificate, PAN Card, GST Registration Certificate, GST/VAT Clearance Certificate, up-todate GST return, up-to-date Income Tax return, Past Performance Certificate (if any); otherwise his/her bid shall be declared as non-responsive and thus will be liable for rejection.
8. 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 work will be liable for rejection of all such tenders.
9. The Bid documents will be available in the website **www.koraput.nic.in** from dtd. 11.12.2021 and the last date and time of availability of bid document in the website ison **dt.23.12.2021 up to 5.30 PM.**

10/12/21
Block Development Officer
Boipariguda

10. Bid documents will be received during office hour up to 5.30 P.M. on dt.23.12.2021 except Sunday and Public holidays in the office of the Block Development Officer, Boipariguda through **Registered Post or Speed Post only**. Receipt of bid documents after **5.30 P.M. on dt.23.12.2021** will not be entertained. The undersigned is not responsible for any postal delay.
11. The bid will be opened on **dt.24.12.2021 at 11.00 A.M.** in the office chamber of the Block Development Officer, Boipariguda in presence of the bidders or their authorized representatives who wish to attend. If the office happens to be close on the day of receipt and opening of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
12. The bidders shall furnish an affidavit at the time of submission of bid, about the authentication of the tender documents including Contractor Registration Certificate, PAN Card, GST Registration Certificate, valid GST/VAT Clearance Certificate, up-to-date GST return, up-to-date Income Tax return, Past Performance Certificate (if any) and Security Deposit etc.; failing which the bid shall be considered as non-responsive and thus will be liable for rejection.
13. The authority reserves the right to reject any or all the bids without assigning any reason thereof. Other details can be seen in the bidding documents.

10/12/21

Block Development Officer
Boipariguda
Block Development Officer
Boipariguda

Memo No. 3583/2021 Dated the 10th December, 2021

Copy submitted to the Collector & District Magistrate, Koraput/Project Director, DRDA, Koraput for favour of kind information and necessary action.

10/12/21

Block Development Officer
Boipariguda
Block Development Officer
Boipariguda

Memo No. 3584/2021 Dated the 10th December, 2021

Copy submitted to the Sub-Collector, Koraput & Jeypore/P.A, ITDA, Jeypore & Koraput for favour of information and necessary action.

10/12/21

Block Development Officer
Boipariguda
Block Development Officer
Boipariguda

Memo No. 3585/2021 Dated the 10th December, 2021

Copy to the District Informatics Officer, NIC, Koraput alongwith copy of tender papers to upload in NIC website for wide publication.

Copy to the Notice Board of this office for wide publication.

Copy to Assistant Executive Engineer/Accounts Officer/GPTA concerned of this PanchayatSamiti/All Members of the Tender Committee for information and necessary action. They are requested to attend on the schedule date, time and venue fixed for opening of tender paper.

Copy to Section Officer/Cashier/Concerned Case Records for information and necessary action.

10/12/21

Block Development Officer
Boipariguda
Block Development Officer
Boipariguda

Contractor Block Development Officer, Boipariguda

Schedule XLV – Form No. 61

ODISHA PUBLIC WORKS DEPARTMENT
(FORM F-2)
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All the work proposed for execution by contract will be notified in a form of invitation to tender pasted on board hung up in the office and signed by the Block Development Officer (herein after called B.D.O.).

This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening 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 specifications, 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 kept open for inspection by the contractor at the office of the Block Development Officer during 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 payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors 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 Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender from is issued. If a from is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

5. The amount of earnest money to be deposited will be 1% of the estimated cost.

6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which purpose any alternation in the work specified in the said form of invitation to tender or which contain any other condition of any sort or omit to note the time within which the work can be finished, but contractors who wish to tender for two or more works shall submit a separate tender for such. Tender shall bear the name of the work to which they refer should be written outside the envelope. No single tender shall include more than one work. Cash deposits for earnest money hereinbefore mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.

7. The B.D.O. or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form.

8. The B.D.O. shall have the right of rejecting all or any of the tenders without assigning any reason thereof.

9. In the event of a tender being selected for acceptance, the B.D.O. who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents 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 the prescribed time the B.D.O. may reject the tender.

If the B.D.O. is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance. Such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by the tenderer will then be forwarded for acceptance to the next higher authority,who is competent to accept

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

the same. If the said next higher authority rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to 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.

Those contractors who have made fixed deposit need not furnish earnest money or initial security deposit, but only 5% will be deducted from their bills, towards security deposit. Such of these contractors belonging to 'A' &'B' category of P.W.D. who do not pay the lump sum security should pay 1% earnest money at the time of submitting tender and 1% as initial security deposit at the time of acceptance of tender and 5% will be deducted from the bills thus making total 7% of such contractor.

11. Irrespective of contractors category belonging to 'C' &'D' of P.W.D., they should pay 1% earnest money at the time of submitting tender and 1% as initial security deposit at the time of acceptance of tender and 3% as deductions from their bills thus making total security deposit 5% of such contractor.

11. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Block Development Officer shall scrutinize all pages of the form of item, Rate Tendered and Contract for works to see that the form has been properly filled up and signed by the contractor and the witnesses. He shall then, if he is competent to accept the tender, sign the acceptance of the tenders or if he is not so competent to, shall send the form for signature of the acceptance of the officer competent to accept it.

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

DETAILED TENDER CALL NOTICE
(ENCLOSED SEPARATELY)

1. **PRELIMINARY:-**

Sealed tender in conformity with Detailed Tender Call Notice (DTCN) for the following work is invited by the Block Development Officer, Boipariguda, District- Koraput (Odisha) on behalf of the Governor of Odisha.

BID Identification No. Tender-02/2021-22 of Panchayat Samiti, Boipariguda, Dtd. 29-10-2021

Sl. No	Name of the work with location	Amount put to tender (In Rupees) (Excluding GST)	Amount of EMD to be deposited (1% of the tender cost) (In Rupees)	Cost of Bid Documents (Non - refundable) (In Rupees)	Duration of Completion	Class of Contractors from which tender is invited
1	2	3	4	5	6	7
1	Construction of Mission Shakti Building at Boipariguda	Rs.31,22,563/-	Rs.31,300/-	Rs.6,000/-	6 (Six) Calendar Months	"C"& "B"

2. **TO BE EVENTUALLY DRAWN F_2 CONTRACT**
   1. Only the contractors registered with the Government of Odisha in the classes mentioned above and are in possession of valid certificate of registration valid ITCC and STCC are eligible to tender for the work.
   2. The tender documents will be made available for download in the website www.koraput.nic.in **from dt.11.12.2021 to dt.23.12.2021 (up to 5.30 P.M.).** The tender document/bid document will not be sold in the office of the Block Development Officer, Boipariguda. The bid documents will only be downloaded from the above website. While submitting bid documents in sealed cove, bidders are required to mention **"DOWNLOADED FROM WEBSITE"** on the top right corner of the bid document. The bidders are required to enclose with the bid document a Demand Draft of appropriate amount as per column-5 against the particular work of any nationalized bank drawn in favour of Block Development Officer, Boipariguda payable at Boipariguda towards the cost of tender paper, which is non-refundable. Tender documents shall be accompanied by cost of tender paper mentioned above along with valid Contractor Registration Certificate, PAN Card, GST Registration Certificate, VAT/GST Clearance Certificate, up-to-date GST return, up-to-date Income Tax return, Past Performance Certificate (if any), etc. In case of non-submission of the required documents, tender document will be liable for rejection.
   3. The tender shall be valid for a period of 90 days from the date of receipt of tender unless extended by mutual agreement.
   4. The bid document will be received atthe office of the Block Development Officer, Boipariguda, District-Koraput, Odisha **up to 5.30 P.M. on dt.23.12.2021 by Registered Post/Speed Post** only.The tender received late on account of any reason whatsoever will be rejected. The undersigned is not responsible for any postal delay.
   5. The tenders will be opened by the Block Development Officer, Boipariguda, District-Koraput, Odisha or his authorized representative on **dt.24.12.2021 at 11.00 A.M.** in the office chamber of the Block Development Officer, Boipariguda in presence of the tenderer or their dully authorized representative.
   6. The authority reserves the right to reject/cancel any or all tenders without assigning reasons thereof.
   7. Other details can be seen in the tender documents or can be had from office of the Block Development Officer, Boipariguda during office hours.
3. **APPLICATION**

It is hereby expressly provided that these condition mentioned in this detailed tender call notice shall also be form part of the contract (to be drawn for the aforesaid work)

4. **SPECIAL ATTENTION**
   1. Conditional tender /or tenders containing the indefinite condition such as at estimated rate/ schedule rate/ percentage basis or in any other incomplete form or / tenders containing any deviation from contractual terms and conditions / specifications, or detail call notice or other requirements / and tender which is not in the prescribed performs shall be considered as not responsive and shall be rejected.
   2. The tenderer is not permitted to submit the tender in his own manuscript form.
   3. All signatures and writings shall be in ink. All corrections over writings shall be initialed.
   4. Contractors who purchase tender schedule but failed to submit in time along with required amount of pledges EMD shall be debarred from purchase of tender schedule for one subsequent tender.

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

5. The authority reserves the right to reject/ cancel any or all tenders without assigning reasons thereof.

5. EARNEST MONEY

Tenders expecting those who have made fixed deposit with the Govt. are required to deposit earnest money of appropriate amount as per column-4 of the above table against the particular work at the rate of one percent of above estimated cost in shape of NSC/KVP/TDR/STDR/ Postal Saving Bank Account Pass Book/Post Office Term Deposit/Term Deposit from any Nationalized Bank duly pledged to the Block Development Officer, Boipariguda, District-Koraput, Odisha along with tender. The EMD shall be valid for a period not less than 90(ninety) days from the date of receipt of the tender failing which the tender shall be rejected.

Earnest money deposited by the tenderers expect the three lowest tenders shall be refunded on application within a week from the date of the receipt of the tender. The earnest money given by the three lowest tenderers expect the one whose tender is accepted shall also be refunded on receipt of application for refund within fifteen days of the acceptation of tender.

6. TIME OF COMPLETION

The work is to be completed within 6 (six) calendar months.

7. PLANS, SPECIFICATIONS& ADDITIONAL INFORMATIONS

The plans, specifications, F-2Form etc. for the work can be seenin the office of Block Development Officer, Boipariguda during the office hours on working days as well as from the website www.koraput.nic.in. The Block Development Officer, Boipariguda may be contacted for any further information.

8. RATE

The rates quoted should be for finished items or work unless otherwise mentioned in the tender schedule and shall remain valid for a period of ninety days from the date of receipt of tender. The units and rates in the tender should be written both in words and figures. In case of any discrepancy the units and rates written in words shall prevail.

The rates quoted will cover (i) cost of materials, supplies, labour (ii) carriage of all materials from source of quarries to proper work site (stacking where necessary). Work site to mixing platform and then to proper work, with all leads, lifts and delifts (iii)rehandling (iv) Royalty and all taxes (v) curing water required for construction and curing (vi) plants , tools, machineries, implements, ladders, gangway, scaffolding (vii) Labour and materials required for setting out works, construction and maintenance of reference pillars (viii) Construction of storage sheds, labour sheds, providing labour amenities watch and ward of materials (ix) fencing and light for protection (x) protection work (xi)providing block outs and all other contingencies (xii) over head charges,sundries, and all other contingent and incidental charges. The tenderer shall also be deemed to have quoted the rates after having carefully examined the detailed call notice, tender documents, special conditions, and/or Additional conditional, F-2 Agreement, detailed drawings specifications, visited the site of work and its surroundings, visited the quarries, approach roads and quarries assessed all requirements needed for execution of the works made an inventory of such information as to risks, contingencies, arrangements, and other circumstances which would influence or effect his rate and tender for satisfactory completion of work. The tenderer shall be entitled / responsible for the efficiency of rates quoted or negotiated rates offered due to negotiation thereafter should be noted that the above operations are not exhausted and omissions of any such items required for delivering finished item of work and completion of work shall be a plea by the contractor that some items are not covered by the rates quoted or negotiated thereafter by him. He should also be noted that the contractor is not entitled to any claim / any compensation or losses for making any such aforesaid arrangements to execute the work due to stoppage of work or close of work or decrease of quantity in any item in the work for whatever reason later found in the tender box intimating modification to the tender already submitted will not be considered.

9. CAPABILITY OF TENDER

Details of plants and machineries proposed to be used in the work with period details of technical and supervising personal proposed to be engaged in the work past, full information in the capacity financial resources and experience are to furnished clearly by the tenderer.

10. TAXES, ROYALTY,CLEARENCE CERTIFICATE& LICENCE ETC

It is hereby expressly provided that the contractor shall bear all taxes of royalties, income tax, sales tax, fair weather charges, tollgate fees, all local taxes including enhancements thereafter during execution.

The tender will not be considered unless the tenderer encloses up to date certificate copy of the income tax, sales tax clearance certificate and contractor's license along with the tender and shall have to produce the originals as and when so required.

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

11. DEVIATION OF QUANTITY, EXTRA ITEMS & MODIFICATIONS

Right is reserved to make such increase or decrease in the quantity or items of work mentioned in the schedule as may be considered necessary satisfactory completion of the work and such increase or decrease to be made in writing by Block Development Officer to the contractor or his agent shall neither in any way invalidate the contractor nor rates nor the contractor shall entitled to get any compensation on this account,. But extension of time shall be considered, if necessary on the application of the contractor.

It should clearly understood that no claim whatsoever will be entertained as regards to extra item of work or extra quantities of any item besides those provided in the agreement if executed without written order of Block Development Officer. The rate should be settled in writing before such as additional or extra quantity of work is taken up. The contractor shall at his own cost watch the day to day up to date quantity of work executed and intimate in writing additional work necessary well in advance and take up such additional works or extra items of work only after receipt or written approval of Block Development Officer.

The written authority given by the Block Development Officer for any modification or alternation or addition or to the work are to be measured and valued and added to or deducted from the amount of the contract as the case may be at rates from the contractor rate in force at the time when the particular item of work was commenced. In those cases in which rates do not exist the PD, DRDA will fix the rate which is final and binding on the contractor.

12. ALLOTEMENT OF WORK TO OTHER AGENCY & SUB LETTING

The work may be split up and distributed among several contractors if considered necessary on the emergent of the circumstances of the work and the contractor is not entitled to any compensation on this account.

13. NO RELATIONSHIP CERTIFICATE

The contractor shall have to furnish a certificate along with the tender to the effect that he/she is not related to any officer of rank of Asst. Engineer and above engaged in the work and any officer of rank of Asst. Secretary or above of P.R. & D.W. Department.

14. DAMAGES TO PROPERTY

In case of any damage to Government property or public property or any private property due to negligence or any such action of the contractor or contractor's employee resulting in damage of thereby the contractor shall be liable to be penalized to extent of the assessed value of damage or the outturn lost.

15. RULES & REGULATIONS

The contractor shall abide by all rules and regulations of State & Central Government/ Local bodies in controlling the operational involved to carry out the work and indemnify the Government and employees of the Govt. against all suits, losses, demands, actions, judgments, and cost of every kind of resulting from the conduct of the contractor and his employees in violations of said rules and regulations.

16. OBLIGATION TOWARDS CONTEMPORARY CONTRACTORS

The contractor shall take into consideration the needs and requirements of other contractors working in the project or nearby during the tender of his contract, and shall neither take nor cause to be taken any steps or action that may cause descriptions disturbances to their works,labour or arrangements etc.

Any action by the contractor which Engineer—in-Charge in his unquestioned discretion may consider as infringement the above shall the be considered as breach of the contractor and the Engineer – in-Charge may take such caution against the contractor as he may deem fit.

17. ARCHELOGICAL FINDINGS

The contractor shall deliver to the Engineer - in- charge all articles of archeological importance as and when / those are found in course of execution.

18. SUSPENSION OF WORK

The Engineer - in- charge may from time to time by written orders without in any way violation the contract direct the contractor to suspend the work or any part thereof any time and the contractor after receiving such written order shall be not proceed with the works or item thereof ordered to be suspend until he receive a written notice or authority from the Engineer - in- charge to proceed with the said work again. Should the works to be ordered to be suspended or suspended directly in the interest of safely of the work due to act of god, force majeure, war or indirectly as a result of the contract in respect of the locality of materials, workman ship programme of execution the order of execution etc. The contractor shall not be entitled to claim any compensation or any loss to him directly or indirectly. During the period of suspension of work the contractor shall properly protect and secure the work materials and machinery in all respect at his own cost and risk.

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

19. PROGRAMME & PROGRESS

The contractor shall carry out the work in conformity to clause 2 to F-2 contract.

20. PRECAUTIONS AND SAFETY MEASURES

(Natural calamities and other cases)

The contractor at his own cost and risk shall take precautions to protect the work from damages due to rains, flood, cyclone, fire or any by any other natural calamity public agitation or riots and etc. and also make good such damages, if any at his own cost during the period of execution and till the work is taken over by the department. The contractor shall not pay any compensation for the expenditure towards losses due to idle labour or due to idle machinery on account of the above reasons.

Accumulation of silt or any foreign materials are to be cleared by the contractor at his own cost during course of execution and till the work is completely taken over by the department. The rates quoted by the contractor should be inclusive of all such contingencies.

The contractor is responsible for and is to make good all injuries, damage, and repair occasioned or rendered necessary to the same by fair or accident or other causes and he is to hold the Government

of Odisha or of his employees free from any claims for injuries to persons or for structural damages to property due to neglect or default or went to proper care or misconduct on part of the contractor or of any of his employee during the execution of work. The contractor shall provide necessary fencing and light at his own cost to protect the public and property against accident. The contractor shall also take all precautions and safety measures prescribed by ISI, Central Government, State Government, local Administration with its day to day amendments, if any. The contractor shall be responsible for all accidents which may arise from whatsoever causes it may arise and the contractor is required to meet expenses, decrease, claims, damages, and compensation due to such accident(s(at his own cost.

The contractor shall without prejudice to any other liabity pay Rs.100/- (One Hundred) per day to Government for each day of default for his failure to comply with the provisions of the safety manual (N.O.C.W & P.C.86)

21. PRICE PREFERENCE

Concession and price to M/s Orissa Construction Corporation Ltd, Scheduled Caste and Scheduled Tribe contractors, engineers, and others shall be considered as per rules in vogue.

22. ADDIONAL SHIFT

The contractor shall arrange adequate lighting for night shifts at his own cost whenever necessary to suit the construction programme.

23. TOOLS, PLANTS & MACHINARIES

Ordinary no tools or plants and machinery or equipment will be hired to the contractor. The contractor will at his own cost arrange necessary tools, plants and machineries required for the efficient execution of work and the rates quoted should be inclusive of such charges. The department may lend on hire some machinery for use in the work with recovery of hire charges subject to their availability on terms and conditions as per rules in vogue which can be seen in office of the Block Development Office.

The Block Development Officer has full right to withdraw the departmental machinery at any time from the contractor for any work or for any other reasons and the contractor shall not be paid any other compensation or losses due to withdrawal of the machine. It is hereby expressly provided that on the plea of non-supply of machineries the work should not be delayed. Any compensation on such account is not tenable.

24. STOCK MATERIALS

The contractor shall place firm intends of materials to be supplied by the department for his monthly requirements the block Development Officer of the work at least three months in advance.

Besides the materials specified in the schedule annexed at ANNEXURE – 1 the department reserves the right to supply departmental materials at the prevailing stock issue rate at departmental store and materials received from the work during execution and / or materials available from nearby reaches at schedule of rate for bonafied use in work and the contractor is bound to use those materials without any controversy or dispute and the contractor is not entitled to claim any compensation or loses for any decrease in quantity. It should also be clearly understood that the department may stop issue of materials at any time and the contractor shall not pad any compensation or losses or profit the contractor(s) would have derived had the

Contractor

Block Development Officer, Boipariguda

Block Development Officer
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departmental material been issued. The contractor is also responsible to make his own arrangements and procure materials been issued. The contractor is also responsible to make his own arrangements and procure materials after obtaining written approval of the Block Development Officer as and when there is deficit of such materials in departmental stores. Materials procured by contractor are subjected to verification and quality control tests at the cost and risk of contractor before use in work, carriage of materials to work site is the reasonability of the contractor at his own cost. Loading, Unloading, rehandling, if necessary transport charges to the work from departmental store, rent or cost of construction of storage godown, watch and ward during storage are to be borne by the contractor.

The contractor shall arrange at his own cost at the work site for the proper storage, watch and ward for materials, plants and machineries made over to him and he will be the custodian of the Government property so issued. The Engineer-in-charge is at liberty to refuse issue of materials from store of contractor if storage arrangements of contractor are not satisfactory. The Engineer-in-charge has the liberty to issue on basis of daily requirement.

The contractor will be responsible for the loss or damage of any departmental materials or machinery during transit or during execution of the work which are under custody. The cost of such materials will be recovered from the contractor at stock issue rate (hereafter called issue rate) plus 10percent supervision charges or at market rates whichever I higher. The contractor in addition to any other liability civil or criminal rising out of his contract be liable to pay the penalty equivalent to five times the price (price means issue rate or market rate whichever is higher) of the materials or machinery for removal of any materials from work with a view to dispose of the same dishonestly.

Engineer-in-charge or Block Development Officer of work or representative authorized shall have full right toverify the stores supplied by the departmental at any time.

Empty cement gunny/polythine bags shall be returned in good conditions at the department store, failing which the cost of the same at the rate of Rs 4.00 per gunny bag shall be recovered from the contractor.

Empty tar/ paint drums shall be returned in good conditions at the department store, failing which the cost of the same at the rate of Rs.200.00 per drum bag shall be recovered from the contractor. Surplus materials not required for the work shall be returned by the contractor at the departmental store at his cost and risk failing which the cost shall be recovered from the contractor at five times of stock issue rate of the department or at the market price of materials whichever is higher. The contractor shall be credited with the issue rate originally issued minus depreciation due to deterioration or damages as shall be fixed by the Engineer-in-charge. Incase of dispute the decision of the PD, DRDA shall be final.

25. LABOUR AMENITIES / REGISTRATION

The contractor shall provide at his own cost housing accommodation, labour amenities, drinking water supply, sanitation, medical aid, foot wear in cement concrete work and or black topping works and other facilities to labourers engaged on the work as required under labour laws and regulations. He shall abide by "THE FAIR EAGE CLAUSE, ODISHA P.W.D./ ELECTRICITY DEPARTMENT CONTRACTORS LABOUR REGULATIONS" and amendment if any during the contract period. The contractor shall be liable to fully indemnify for payment of compensation under workmen's compensation Act and the department reserves the right to recover the compensation, if any those not paid.

The contractor shall have to be got registered with the labour department for engagement of labourers as per rules in vogue.

The contractor will have to submit the Engineer-in-charge monthly return both skilled and unskilled labourers employed by him for the work.

26. LABOUR

The contractor is required to employ local labour. The contractor will have to also import necessary skilled and unskilled labourers from outside as and when it is so required and the contractor item rats in tender be deemed to have adequate coverage on account of import and employment of required labourers and providing facilities and amenities to them.

27. CONTRACTOR'S REPRESENTATIVE & POWER OF ATTORNEY HOLDER

The contractor under written intimation to the Engineer-in-charge shall employ and authorized at least one representative sufficiently technically qualified or otherwise competent experienced and well-versed in all aspects of the work in order to carry out and supervise the work at the site for and on behalf of the contractor. The said representative shall have full power to enter in to negotiation at site in regard to the implementation of the contract.

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It is the sole responsible of the contractor on the act(s) of power of attorney holder/ or his agent. The contractor is also responsible to see that all departmental officers and staff in charge of work receive intimation in writings and when the power of attorney is revoked or the representative is withdrawn.
The Block Development Officer may require the contractor to dismiss or discharge or remove any person employed by the contractor in the work due to the misconduct or incompetency or otherwise whose presence at work site is considered to be harmful and the contractor is to comply forthwith such requirements.

28(A).TECHNICAL HANDS AND APPRENTICES:

The contractor shall employ requisite number of engineering Graduate, Diploma Holders and apprentices at his own cost for proper supervision and quality control and the number of such personal shall not be less than the numbers prescribed.

28(B).NEW CLAUSE:

Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state OdishaLikewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to the state Odisha.

The contractor shall to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under state Government of Odisha. The Chief Engineer, Roads Odisha however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders, if such help is sought for by contractor.
The names 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 Special class or 'A' class of Contractor shall be accompanied by an Employment tool of the Engineering personnel together with a certificate of 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.

29. SPECIFICATIONS & DRAWINGS :

The work has to be carried out in accordance with detailed specification of work and / or Odisha detailed slandered specifications and / or Indian standards specifications and/or instructions and specifications supplied in writing during execution of work by the Engineer-in-charge. The decision of the Engineer-in-charge in this regard is final.
Signed drawings shall not be an order for work; unless it is entered in the agreement or schedule of drawings under proper attention of the contractor and the Engineer-in-charge or unless it has been sent to the contractor by the Engineer-in-charge with covering letter confirming that the drawing is an authority for work in the contract.

30. BLASTING & PROCEDURE :

Blasting where required shall be taken up only when proper precautions have been taken for the protection of persons and property in accordance with IS 4081-1967 safety code for Blasting and related drilling operations. Blasting shall be carried out only licensed person thoroughly cover sent with the working methods and precautions to be observed in using and handling explosives. To avoid the danger of injury from flying debries all personnel in a blasting area shall retreat an adequate cover while carrying out execution. Adequate precautions in accordance with IS 3764-1966 (Safety code for Excavation work) shall be taken for the safety of workers.

31. QUARRY, APPROACH ROAD & ETC.

The tenderer should get fully acquainted with the site of work, the quarries, approach roads and other local conditions before tendering and should make himself fully satisfied with regard to the quantity and quality of materials available. The contractor's rate shall be inclusive of cost of materials, all taxes, royalty, cost and erection of plants, conveyance including loading, unloading, rehandling, cost of operating personnel, running maintenance and deprecation of transport vehicles and plant and leads, lifts delifts, rehandling an etc.
The contractor shall have to arrange quarries of forest and / or Revenue Department at his own cost.
If any stage of construction quarries becomes un-approachable or unsuitable for the work then the contractor is to obtain materials from other suitable quarries duly approved by the Engineer-in-charge.

Contractor

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Block Development Officer
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32. CONTRACTOR DYING, BECOMING INSOLVENT,INSANE OR IMPRISONED

If the event of death or insanity of contractor, the contract may be terminated by notice in writing pasted at the site and advertised in one issue of local newspapers. All acceptable works shall thereafter be paid at appropriate rates after recovering all the contractor's dues to Government, to the persons entitled to receive and give a discharge for such payment.

If the contractor is imprisoned , becomes insolvent, compound with his creditors has receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a corporation goes into liquidation or

Commence to wound up not being a voluntary winding up for the purpose. Only for amalgamation, the Department shall be at liberty:-

a) To give such liquidator, receiver, or more other person in whom the contract may become vested the option of carrying out the contract or apportion thereof to be determined by the Department, subject to his providing an appropriate guarantee for the performance of such contractor.

b) To terminate the contract forthwith by notice in writing to the contractor, the liquidator the receiver or person in whom the contract may become vested and take further action as provided in the clause " default by Contractor" treating as if this termination is ordered under that clause.

33. FORECLOSURE OF WORKS BY GOVERNMENT

If any time after award of the contract the Govt. for any reason whatsoever does not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor. The contactor shall not have blame to any compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such works.

Thereupon, the contractor shall be paid at contract rates for works executed and in reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be fully utilized on the work because of the foreclosure.

a) Preliminary site work such as temporary access roads, temporary labour huts, staff quarters and the site offices, storage accommodation and water storage, tanks.

b) Contractor's materials either brought to site or for which the contactor is legally bound to accept delivery from the suppliers provided, however that quantities of such materials are not in exceeds of reasonable requirements of works. The decision of the Engineer-in-charge in respect of reasonable quantity required for works will be final and conclusive. If the Contractor wishes to take away sum of materials the Engineer-in-charge may permit him to do so.

c) Materials supplied by Government except for normal wastage shall be returned at rates at which these were originally issued less allowance for and deterioration or damage, which may be caused while those materials were in the custody of the contractor. The contractor shall also be paid the cost of transporting such materials from Government stores to site and form the site to Government stores, as the case may be.

d) Transporting of Contractor's tools and plants from the contactor's permanent stores to site from the site of the contractor's permanent stores.

e) Mobilization and reparation of contactor's site staff and imported labour.

The contractor shall, if required by the Engineer-in-charge, furnish him books of account and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

34. SETTLEMENT OF DISPUTES

If the contractor consider any work demanded of him to outside the requirement of contract or considers any drawings, record or ruling of the Block Development Officer any matter in connection with or arising out of contract of the carrying out of work to be unacceptable he shall promptly ask the PD, DRDA in writing for instructions or decision. There upon the PD, DRDA may afford an opportunity to the contractor to be hard and to offer evidence within fortnight and give hid written instructions or decision within a period of thirty days from the date of hearing. Upon receipt of written instructions or decision the contractor shall promptly proceed without delay to comply with such instructions or decision. If the PD; DRDA does not give his instructions or decision in writing within a period of forty five days of receipt of the appeal or if the contractor is classified with the decision of PD; DRDA may within one week appeal to Collector offering the evidence in support of his appeal failing which the decision of PD; DRDA is final. The collector shall give his decision within period of thirty days after the contractor has given the said evidence in support of his appeal. If the Collector does not give decision within a period of 45 days of if the contractor is dis-satisfied with the decision of the Collector , the contractor with in a period of a week from receipt of decision or after 45 days

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shall refer the dispute to Government in PR Department failing which the said decision shall final and conclusive. The decision of Government in PR Department is final and binding.

35. COURT OF JURISDICTION

That the purpose of jurisdiction in the dispute, if any, the contractor should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contractor agreement will be competent to bring a suit in regard to the matters covered this contract at any place outside the state of Odisha.

36. ENTERING TO CONTRACT

The tenderer whose tender is accepted shall with in ten days upon the written intimation being given to him make an initial security and the sign the agreement in PWD form No. F-2, schedule XLV, Form No. 61, along with production and supply of necessary documents for the due fulfillment of the contract in the office of the Block Development Officer. The security deposit together with the earnest money should be taking as the security deposit for the fulfillment of the contract. Failure to enter into the requires agreement or to deposit the security money with in stipulated period shall entail forfeiture of the earnest money as mentioned under para 2 will be recovered from the fixed deposit.

37. 6-LAYOUT

The contractor is supply at his cost necessary labour and materials for mixing platforms, vat and labour for reference i.e. bench mark pillars, alignment pillars, pegs, string labour for benching and leveling etc. necessary for the purpose of alignment laying profiling and checking the work from time to time and maintain the same in the perfect condition at his cost and risk till final measurements an final check measurement. Pillars required for layout will be supplied by department free of cost at department store yard it shall be noted that the checking shall not absolve contractor of his own responsibility of maintaining the accuracy of work. The contractor shall be reasonable for true and proper setting out of work for correctness of levels, dimensions block outs alignments of all parts of the work and for the provision of all necessary application in connection there with done by him or by hi men from these reference points. The contractor shall ask for omission or mistake if any writing failing consequent mistakes omissions shall made good at the cost and risk of the contractor.

38. SITE ORDER BOOK

The site order book numbered and rectified with pages serial number shall be issued by the Block Development Officer. The section Officer shall maintain it systematically and carefully as measurement book for the work till completion of the work and thereafter it to the Block office for record.The order book shall be available with section officer at the site during working hours.Order regarding the work as and when necessary entered in this book by the Block Development Officer or his superiors in office and instructions defective work etc. If any entered by Sub-ordinate Officers not below the section Officer in charge of work with their dated and signature in exercising of statutory powers vested on them either noted by contractor or his agent shall deemed to have been issued by the Engineer for the purpose of the contact. Copy of extract of these orders or instructions are to be supplied up to next immediate superior officer who has recorded.

39. CLAIM BOOK

The claim book numbered and certified with pages serially numbered shall be issued by the Block Development Officer to the contractor or receipt of written requisition from the contractor whoshall maintain. If systematically and securely and shall record in it such item as would enable him to record items of work which are not covered in the contract and or clearable as extra claims shall be entered regularly in this book under the dated signature of the contractor or his authorized agent and extract copy should be submitted in the same days to the Engineer-in-charge. A certificate should also be furnished along with these claims to the effect that beyond the claims entered in the book the contractor have no further claims to record a certificate to that effect should be furnished by the contactor in the claim book. Each claim must be definite and should give brief note o quantities, rate and the total amount claims. The contractor is responsible to submit the claim book regularly to the Block development Officer by the 15 day of each month for his orders and it should be clearly understood that claims not preferred in the aforesaid manner are liable to summarily rejected. The claim Book shall be finally surrendered by the Block Development Officer for record.

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

40. HANDING OVER SITE

The site shall be handed over to the land is acquired in case of delay in availability of land for the work or working spaces or stocking yard or spoil yard or borrow area no compensation whatsoever shall be admissible but extension of time will be considered on its merits.

41. MAINTENANCE OF WORK

The contractor shall maintain the work and all works concerned with the work in good and perfect condition up to six months from date of completion of the work. The contractor shall maintain the top surface of all embankments fairly level with addition of earth towards settlement. Should any damage be caused to the work or any other ancillary works by rains strips or similar other causes till six months from the date of completion, the contractor shall make good the damages at his own expenses as and when such damages occurred failing any defects shrink settlement or other faults which may appear within six months from the completion of work shall be made good at the cost of the contractor.

42. COMPLETION OF THE WORK AND CLARING SITE OF THE WORK

The Contractor shall inform in writing to the Block Development Officer immediately after he completed the work and the said intimation should reach the Block Development Officer within a week time from the of completion. However the work shall not be considered complete until such date as the Block Development Officer shall certify as the date on which the work competed after necessary rectifications of defects pointed out by Block Development Officer or his authorized agents are fully complied by the contractor to Block Development Officer's satisfaction. The contractor shall be responsible to make good at his own expenses defect(s) which may develop or may be notified before or after six months from certified date of completion by the Block Development Officer shall rectify the defects and the expenses there of is to be recovered from the contractor on the failure of the contractor to make good the defects. After the work is finished all surplus materials should be removed from the site of work. Preliminary works such as vats mixing platforms etc. should be dismantled and all materials removed from the site premises up to 30 meter from the working area all round. The said area should be left neat and clean dressed by the contractor at his own cost.

43. ADDRESS OF CONTRACTOR

The contractor shall give his full name and postal address. Any undelivered notice or instructions or communication to the contractor or to his authorized agent due to his/ their absence or to change of address or for refusal accept notified in the notice board of the concerned office shall be deemed to have the same force as if they have been served on the contractor. The contractor is responsible to forthwith notify and intimate in writing to department officer any change in address and otherwise the contract shall be deemed to have made necessary arrangements to remain in close watch to all such publication in the notice board of the department officers.

44. AMENDED SALES TAX CLAUSE

The rates quoted by the contractor shall be deemed to be inclusive Sales Tax on all the materials that he will have purchase for performance of this contract.

The rates quoted by the contractor in the tender for works shall include sales tax that may be levied on turnover of works contract according to the law and regulations as prevalent on date of opening of tenders. Subsequent rise or fall in the rate of sales tax during the currency of the contract shall be paid by or credited to the Government.

Sales Tax at the rate of 5(five) percent along with dues if any is to be deducted from each running account bill for the work in accordance with provisions under clause 4 of the Odisha Sales Tax ordinance 1986 or as amended from time to time.

45. CODAL PROVISIONS

The tenderer should be aware of the relevant provisions of OPWD code.

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

SPECIAL TERMS AND CONDITIONS

1. All contractors for purpose of participation in tender shall have to deposit 1% of bid amount as earnest money at the time of submission of tender and another 1% of the bid amount at the time of execution of agreement as initial security deposit in shape of deposit receipt in any Nationalized Bank /Scheduled Bank/ KisanVikasPatra/ National Savings Certificate /Post office time deposit duly pledged in favour of the Block Development Officer, Boipariguda, District-Koraput (Odisha) for the work along with the tender documents and no request for any type of adjustment of EMD from one work to another work shall be entertained.
2. Additional Performance Security shall be deposited by the successful bidders when the bid amount is seriously unbalance i.e. less than estimated cost by more than 10% (Ten percent) but within 15 % less. In such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of differential cost of the bid amount and 90% of the estimated cost in shape of NSC/KVP/TDR/STDR on any Nationalized Bank /Scheduled Bank duly pledged in favour of the Block Development Officer, Boipariguda, District-Koraput (Odisha)
3. The Additional Performance Security will be forfeited if the contractor fails to execute the work in complete shape within stipulated period.
4. Bids must be accompanied with Security/EMD of the amount specified for the work in the above table at Sl. No. 5 in shape of/KVP/TDR/STDR on any Nationalized Bank /Scheduled Bank / Postal Pass book and duly pledged in favour of the Block Development Officer, Boipariguda, District-Koraput (Odisha).Bidders desire to hire machineries or equipment from outside the state are required to furnish Bid security @ 2% of the amount put to tender. The bidders are required to submit attested copies of valid Contractor Registration Certificate, PAN Card, GST Registration Certificate, VAT/GST Clearance Certificate, Past performance Certificate (if any); otherwise his /her bid shall be declared as non- responsive thus will be liable for rejection. Bidders registered under other state Government / MES /Railways/ CPWD in the equivalent rank may participate in the tender work in the state, but successful bidder has to register under Public Works Department of State Government of Odisha before signing the agreement. The foreign companies / bidders from outside the state who intend to participate in the tender and who have not been registered under GST they have not started any business in the state as yet are allowed to participate in the tender subject to condition that they should submit undertaking in form of affidavit indicating there in that are not registered under GST they have not started any business in the state and they have no liability under the Act. But before award of the final contract such bidders will have to produce the VAT Clearance Certificate. For a particular work bidder can submit only one tender paper. Submission of more than one tender paper by abidder for a particular work will be liable for rejection of all such tender, the bidder should produce the originals of above documents for verification if the authority desires at the time of opening/ scrutiny of tender papers.
5. In case of 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, there by facilating a particular tenderer for award, then 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 bidders shall also be taken apart from disincentivising the tenderer.
6. The contractor is required to furnish evidence of ownership of principle machineries, equipment /instruments asked for in the tender documents.

a) In case the contractor executing several works he/she is required to furnish a time schedule for movement of equipment machinery i.e. from one site to work site when work is to be executed.

b) The contractor shall furnish ownership documents for those machineries/instruments which he/she is planning to deploy for the tendered work if these are not engaged or produce certificate from Block Development Officer under whom these are deployed at time of tendering time as to the period by which machineries / instruments are likely to be released from the present contract, Certificate from Block Development Officer shall not be more than 60 days old on last date of receipt of tender (Format of certificate at Annexure –IV). In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machineries from one site to work site when work is to be executed.

c) 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 tender.

d) The bidders are required to write the rates quoted by him both in figures and words.

7. An affidavit shall be furnished by the contractor at the time of submission of tender papers as to the authentication of documents submitted.
8. The tenderer who has failed to execute the F-2 contract/left the work unexecuted or whose contract, the department previously has rescinded will not be considered for acceptance of tender in his favour.
9. The EMD will be forfeited if the contractor failed to sign the agreement after acceptance of tender with in stipulated period.

Contractor

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10. The plans, specifications, F-2 Form, etc. for the work can be seen in the office of the Block Development Officer, Boipariguda, District-Koraput (Odisha) during the office hours on working days. The Block Development Officer may be contacted for any further information.

CONDITIONS OF CONTRACT

Clause-1: All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or paid by, the sale of a sufficient part of his security deposit of from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on 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 ten 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 or the security deposit or any part 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 essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the 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 Executive Engineer's 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 work before three fourths 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 of the estimated cost of the work as shown in the tender,

(b) If there are possibilities of exceeding this 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 full at a time or deducted by installments) the Block Development Officer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

i) To rescind the contract (of which rescission notice in writing to the contractor under the hands of the Block Development Officer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty

In the Event of any of above courses being adopted by the Block Development Officer the contractor shall no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered in to any engagements, or made any evidences on account or with a view to the execution of the work performance of the contract .And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or paid any sum for any work thereto for actually performed under this contract ,unless and 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.

Amendment to clause 2(b) of item rate F2 Agreement vide Works Department Order No 10639 Dt 25.7.2005

ii) 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 defects, if any rectified.

Clause - 3: In any case in which any of the powers conferred upon the Block Development Officer by clause 2 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions here 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 to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected, in the event of the B.D.O. putting in force the powers vested on him under the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or

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Block Development Officer, Boipariguda

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upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, 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, the Block Development Officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Block Development Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause - 4 : If the contractor shall desire an extension of the 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 therefore, 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 Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, 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 Executive Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleared off the dirt from all wood-work, doors, windows, walls, 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 Department of Water Resources 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 clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses 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.
Sub-Clause to Clause - 5: If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed is no way interferes with the progress of the rest of the work the same may be occupied or utilized by on behalf of the Government under the written order of the Engineer-in-Charge. This will not impede the right of the Engineer-in-charge to get the defects if any rectified by the contractor at his (Contractors) own cost within one year 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 Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge 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 ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and 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 to the contract or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge 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 effect the contract.

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Block Development Officer, Boipariguda

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Clause-7: The final bill shall be prepared by the officers of the Department of Water Resources in accordance with the rules of the Department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause - 8: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore 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 hereto 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 the purposes 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 Government 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 Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's 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 - 8(a): "If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provision 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 five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that be then or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof".

Clause - 8(b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge 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 Government on account of delay in supplying materials. However, extensions of time for completion of work can be granted on timely application by the contractor vide also Clause-4.

Clause - 9: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge 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 -10:The Engineer-in-Charge 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 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 the Engineer-in-Charge 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 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 differs to the original contract work and the certificate of the Engineer-in-Charge 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 last 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 Engineer-in-Charge of

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the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge 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.

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, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-Charge. 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 Engineer-in Charge 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 he 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 case 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 according to such rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the PD; DRDA will be final.

Clause - 11: If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived 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 alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause -12: If it shall appear to the Engineer-in-charge or his sub-ordinate-in-charge of the work, that any work has been executed with unsound, 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 Engineer-in-Charge specifying the work, materials or articles 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 articles so specified and provide other proper and suitable materials or articles 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 Engineer-in-charge 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 every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer - in -charge 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 respects of the contractor.

Clause - 13: All works under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer - in-charge 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 intention of the Engineer -in-charge or his subordinates 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 present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause -14: The contractor shall give not less than five days' notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of 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 shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer in charge 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 the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause -15: If the contractor or his work people, or servants 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 due to any cause what so ever or any imperfection became apparent in it within one year from the date of final certificate of its completion shall have been given by the Engineer-in Charge, as aforesaid the

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contractor shall make the same good at his own expenses or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge 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 of 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 Engineer-in-charge.

Clause -16: 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 Engineer -in –charge's store), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or open for the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in Charge 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 and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be adjusted 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 expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay 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 -17(a): No female labourer shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this 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 Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.

The officer-in-charge of the work 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 decides to be below the age of twelve years to be employed by the contractor.

Clause -17(b): The contractor shall, if so required by the Engineer-in-charge, employ one or more Engineering Graduates or Diploma Holders as apprentices at his own cost if the cost of work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90 % of the work is completed. The stipend to be paid to the apprentices should not be less than Rs.2000/- per month in case of Graduate Engineer and not less than Rs. 1800/- per month in case of Diploma Holder. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed 1 % of the tendered cost of the work.

Clause -17(c): Super/Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state of Orissa. Likewise "A" class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to the State of Orissa. Such class of contractors executing civil works, electrical works etc., shall employ under them the technical staff as specified above belonging to the respective disciplines for supervision of their works. The employment of Graduate Engineers and Diploma Holders under the contract shall be full time and continuous and they should not be superannuated, retired, dismissed or removed personnel from any state govt. or central govt. service / public sector undertakings/private companies and firms or be ineligible for appointment to govt. service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Chief Engineer (Roads), Orissa may however assist the contractor with names of such unemployed Graduate Engineers or Diploma Holders if such help is sought for by the contractor. The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the 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 Engineers or Diploma Holders so employed by the

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contractor to the effect that the work executed as per the bill has been supervised by him / them.

Clause - 18: The contract shall not be assigned or sublet without the written approval of the Executive Engineer and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bride, 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 servants or agents to any public officer or persons in the employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer 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 consequences shall ensure as if he contract had been rescinded under the clause 2 hereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause – 19: All sums payable by way of compensation under any of these conditions 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 – 20: In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

In the case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by 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 contract had been rescinded under clause-2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause – 21: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause - 22 : When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled for 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 Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause – 23: In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Clause - 24: The expression "work" or "works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, 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 – 25: 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 this contract.

Clause – 26: That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

Clause – 27: The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

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Clause – 28: Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

Clause – 29: The contractor shall bear all taxes including V.A.T; Income tax, royalty, fair-weather charges and tollage etc., where necessary.

Clause – 30(a) (i): If during the progress of the work, The price of any material(excluding the cost of steel, Cement& Bitumen) incorporated in the work (not being materials supplied from the Engineer –in-charge's store is accordance with clause hereof) increases or decreases as a result of increase or decrease in the average wholesale price index(all Commodities), and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 75 % in between the average wholesale price index (all Commodities) 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,

i) **Formula to calculate the increase or decrease in the price cost of labour**

$$VI = \frac{0.75}{100} PI \times R \frac{(i-io)}{io}$$

VI = increase or decrease in hour cost of work during the quarter under consideration due to changes in the rate of labour

R = The value of work done in rupees during the quarter under consideration

io = The cost of minimum wages for the quarter in which the tender was opened.

I = The cost of minimum wages for the quarter in which under consideration..

PI = Percentage of labour component (specified in schedule of analysis) of the item

(b) Similarly, if during the progress of work the wages of labour increase as a result of increase or decrease in the cost of minimum wages and the contractor thereupon necessarily and property pays in respect of labour engaged on execution of the work such increased or decreased wages. then he shall entitled to reimbursement or liable if refund quarterly as the case may be such an amount as shall be equivalent to the plus or minus deference in between minimum wages which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per formula indicated below provided that the work has been carried out with 1 stipulated time or extension thereof as are not attributable to him.

ii) **Formula to calculate the increase in the price of materials**

$$VM = \frac{0.75}{100} PM \times R \frac{(i-io)}{io}$$

VM = increase or decrease in hour cost of work during the quarter under consideration due to changes in the price of materials

R = The value of work done in rupees during the quarter under consideration

io = The average wholesale price index(all commodities) for the quarter in which the tenders were opened(as published in R.B.I. Bulletin from time to time

I = The average wholesale price index (all commodities) for the quarter underconsideration.

PM = Percentage of materials component as per sub-clause of this clause.

Additional Clause for 30(b): Price adjustment and reimbursement of claim for escalation on labour under clause 30(b) will be applicable only if there is any increase or decrease in the minimum wage of the state Government.

(c) Similarly if during the progress of work the price of Petrol, OIL and Lubricants, Diesel oil being the representative item for price adjustment increase or decrease a result of the price foxed thereof by the Government of India and the contractor them necessarily and property pays such increased or decreased price towards Petrol 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 equivocated to the plus or minus deference in between the price of P.O.L. which

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is operating for quarter under consideration and that operated for the quarter in which tender was opened as per formula indicated below

ii) Formula to calculate the increase or decrease in the price of P.O.L

$$V1 = 0.75 \quad \frac{0.75 \times K_2}{100} \times R \frac{(D_2 - D_1)}{D_1}$$

K1 = increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P.O.L.

R = The value of work done in rupees during the quarter under consideration

D_1 = Average price per liter of diesel oil which is fixed by the Government of Indiaduring the quarter in which the tender was opened.

D_2 =Average price per liter of diesel oil which was fixed during the quarter consideration

K_2 = Percentage of P.O.L component as per sub-clause of this clause.

(d) The following shall be the percentage of material , labour and P.O.L. component for reimbursement/ refund on variation in price of material, labour and P.O.L as per sub clause (a) (b) (c) of this clause

Category of Work	Contractors supply			Departmental supply of materials
	% of Materials	% of labour	% of P.O.L	
1	2	3	4	5
IRRIGATION WORKS				
a) Structural works	20%	30%	5%	45%
b) Earth work, canal work	20%	60%	5%	15%
R & B WORKS				
a) Bridge works	20%	30%	5%	45%
b) Road works	45%	40%	5%	10%
c) Building works	30%	30%	5%	35%

*Where brick is supplied by the Department, it should be 20% instead of 30% as per EIC (Civil) Orissa Letter No.4 735 dt.17.2.2001)

(e) Reimbursement/ refund on variation in price of materials ,Labour and P.O.L.as Sub clauses (a) (b) and (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out with in stipulated time or extension thereof as or not attributable to contractor. However where the original contractual period is less than one year but subsequently it has been validity extended and the period becomes one year on more escalation clause shall be applicable only for the balance portion of work to be executed beyond one year provided the delay is not attributable to the contractor.

(f) The contractor shall for the purpose of sub clauses (a) (b) and (c) of this clause keep such books of account and other documents as are necessary to show the amount of increase or reduction available and shall allow inspection of the same by a duly authorized representative of government and further shall at the request of the Block Development Officer, furnish, verify in such manner as the Block Development Officer may require and document kept and such other information as the Development Officer may require .

The contractor shall within a reasonable time of his becoming aware of any alternation in the price such materials, wages of labour and/ or price of P.O.L. give notice thereof to the Block Development Officer that the same

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is given pursuant to this condition together with an information relating thereof which ma in a position supply.
Clause 31- After the work finished all surplus Materials and debris are to be removed by the contractor and preliminary work such as vats, mixing platforms etc. are to be dismantled and all mate remove from this site. The ground up to30 mtrs. (100'.0") wide from the building should be cleared and dressed,

FAIR WAGE CLAUSE

Clause – 32 (a):- The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years and shall pay to each labourer for work by such labourers fair wages.

EXPLANATION – Fair wages means, wages, whether for time or piece work prescribed by the state P.W.D. provided that where higher rates have been prescribed under the minimum Wages Act, 1948, wages at such higher rates would constitute Fair Wages.

The Block Development Officer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages as per sub paragraph 1 above.

(b) The Contractor shall, notwithstanding the provision 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.

(c) 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 regulation made by the Government in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage cards, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Block Development Officer or Sub – Divisional Officer concerned 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 the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to be workers concerned.

(e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

(g) Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central Rules, 1950) the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day rest for six days continuous work and pay wages at the same rates as for duty. In the event of default, the Block Development Officer or Sub – Divisional Officer concerned shall have the right to deduct the sum not paid on account of wages for weekly holiday to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.

(h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for any labourer doing 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, Government shall be entitled to provide the same and recover the cost from the contractor.

(i) The contractor shall submit by the 4th& 19 th of every month to the Engineer – in – charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively, (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according to clause (k) and (6) and the amount paid to them failing which the contractor shall be liable to pay to government a sum not exceeding Rs.50.00 for each default or materially in correct statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor amount levied as fine.

(j) In respect of all labour, directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Odisha Public Works Department and its contractors. This will apply to work places having 50 or more workers.

(k) Maternity benefit rules for female workers employed by contractor. Leave and pay during leave shall be regulated as follows

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1. Leave: (i) in case of delivery Maternity leave not exceeding 8 weeks, 4 weeks up to including the day of delivery or 4 weeks following the day

(ii) In case of Miscarriage: Up to 3weeks from the date of miscarriage

2. Pay: (i) in case of delivery: Leave pay during maternity leave will be at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work has done during a period of three months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of twelve annals a day whichever is greater.

(ii) In case of Miscarriage : Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work has done during a period of three months immediately preceding the date of such miscarriage

3. Conditions of the grant of maternity leave: No maternity leave benefits shall be admissible to a women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

Model Rules for Health & sanitary Arrangements for Worker Employed byOdisha P.W/D or its Contractors

1) **Application:**-These rules shall apply to all construction work in charge of Odisha Public WorksDepartment which are expected to continue or a year more.

2) **Definition** **(i) "work place"** means a place at which an average of five or more than workersemployed in connection with construction work.

(ii) Large work place means a place at which an average of 500 more workers areemployed in connection with construction work.

3) **First Aid :-(**a) At ever work placethere shall be maintained a ready accessible place First-Aidappliances including adequate supply of sterilize cotton wool. The appliances shall bekept in good order in large work places they shall be ready available during work hours.

(b) At large work places where hospital facilities are not available within easy distance ofthe workers first aid posts shall be established and run by trained compounder.

(c) Where large work place is remote from regular hospitals an Indore ward shall be provided with one bed forevery 250 employees.

(d) Where large work places are situated in cities, towns or their suburb and no beds areconsidered necessary owing to the proximity of city, town, and ambulance shall beprovided to facilities removal of urgent cases to the hospitals. At the work place some conveyance facilities such a car shall be kept ready available to take injured person or persons suddenly taken seriously ill to the nearest hospitals.

4) **Drinking water:-** (a) in ever work place 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 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 50 feet from anylatrine, drain of other source of pollution. Where water has to be drawn from existing well which is within such proximity of latrine drain or any other source of pollution, thewell shall be properly chlorinated before water is drawn from it for drinking. All suchwalls shall be entirely closed in and provided with a trap door which shall be dust and waterproof.

(d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspected which shall be done at least once a month.

(e) The temperature of drinking water supplied to workers shall not exceed 90^0F.

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.

1. **Scale of accommodation in Latrines and Urinals**: These 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 person employed does not exceed 50	Nos. of seats 1
b)	where the number of person employed does exceed 50	Nos. of seats 3 but dos not exceed 100
c)	Foe every additional 100	Nos. of seats 3 per 100

(In particular cases, The Block Development Officer shall have power to vary the scale where necessary)

2. **Latrines and Urinal for women** : If women are employed separate latrines and urinals separate from that for men and marked in the vernacular in conspicuous letter " for women only" shall be provided on scale laid in rules

Those foe men shall be similarly marked "for men only". A poster showing the figure of men and women shall be exhibited at the entrance

Contractor

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3. **Latrine and urinals** : Expect work place provide with water flushed latrines connected with a water borne sewerage system all latrines shall provide with receptacle or dry-earthen system which shall be cleaned at least four times daily and at least twice during working hours and kept in a

4. **Construction of Latrines** : The inside wall be constructed of masonry or stone materials & shall be cement washed inside and outside & at least once a year the dates of cement washing shall be noted in the register maintained for this purpose and kept available for inspection.

5. **Disposal of Excretion**: Unless otherwise arranged for by the local sanitary authorities arrangements for proper disposal of excreta by incinerator at the work place shall be made by means of a suitable incinerator approved by Asst. Director of Public Health or Municipal Medical Officer Health at the case may be in whose jurisdiction the work place situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covered it with 6" layers of waste or refuse and then covering it up with layer of earth fir a fortnight (when it will turn into manure

6. **Provision of shelters during rest**: At every work place there shall be provided fee or cost two suitable sheds one for meals and the other for rest for use of labourers. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of roof.

7. **Crèche** : (a) At every work place at which more than 50 women workers are employed there shall be provided only one hut for use of children under age of 6 years, belonging to such women and shall be used for infant's game and play and their bed room, the huts shall not be constructed on a lower slandered than following.

   i) Thatched roofs

   ii) Mud floors and walls

   iii) Plants spread over the mud floor and covered with matting

   The hut shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision for sweeper to keep the place clean. There shall be two dhais attendance sanitary utensils shall be provided to the satisfaction of Health Officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of children.

   b) Where the number of women workers is more than 50, the contractor shall provide one hut and one dhai to look after the children of women workers.

   c) The size of crèche shall very according to the number of workers.

   d) The crèche shall be properly maintained and necessary equipment like toys etc. shall be provided.

8. **Canteen**: A cooked food canteen on a moderate scale shall be provided for the benefit of workers whenever it is considered expedient.

Contractor

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Block Development Officer
Boipariguda

ODISHA P.W.D. / ELECTRICITY DEPARTMENT CONTRCTOR'S LABOUR REGULATIONS

1. Short title: These regulations may be called "The Odisha Public Works Department/Electricity Department contractors Regulations."

2. Definitions: In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say.

1. "Labour" means worker employed by a contractor of the Odisha Public Work Department / Electrical Department directly / indirectly through a sub – contractor or other person, or by an agent on his behalf.
2. "Fair Wages" means wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act 1948, wages at such higher rates should constitute fair wages.
3. "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
4. 'Wages" shall have the same meaning as defined in the Payment of Wages Act and include time and piece rate wages, if any.

3.Display of notice regarding wages, etc.:-

The contractor shall:-

(a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous place on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wages prescribed by the State Public Works Department/ Electricity Department for the district in which the work is done.

(b) Send a copy such notices to the Engineer – in – charge of the work.

4. Payment of wages:-

1. Wages due to every worker shall be paid to him direct.
2. All wages shall have to be paid in current coin or currency or in both.

5. Fixation of wage period:-

(1) The contractor shall fix the wage period in respect of which the wages be payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(5) All payments of wages shall be made on working day.

6. Wage book and wage cards etc.

(a) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars. :

a. Rate of daily or monthly wages.

b. Nature of work on which employed.

c. Total number of days worked during each wages period.

d. Total amount payable for the work during each wage period.

e. All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

f. Wage actually paid for each wage period.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wage cards to a contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deductions which may be made from wages:-

(1) The wage of a worker shall be paid to him without any deduction of any kind except the following.

Contractor

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(a) Fines

(b) Deduction for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

(c) Deduction for damage or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions which the Government may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity for showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in anyone wage period on a worker shall not exceed an amount equal to five paisa in a rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.:-

(1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts and omissions for which penalty or fine can be imposed. It shall display such list and maintain it in a clean and eligible condition in conspicuous places of the work.

9. Preservation of register:-

The wage registers, the wage cards and the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.

10. Power of Labour Welfare Officers to make investigation/ inquiry:-

The Labour Welfare Officer or any other persons authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of the regulations. He shall investigate into any complaint regarding default made by the contractor/Sub-contractor in regard to such provisions.

11. Report of Labour Welfare Officer:-

The Labour Welfare Officer or other authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deduction from the contractor's bill be made and the wages and the other dues be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officer:

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Registers:-

The contractor shall allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

14. Submission of return:-

The contractor shall submit periodical returns as may be specified from time to time.

15. Amendment:–

Government of Odisha may from time to time, add to or amend these regulations. On any question as to the application, interpretation on effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Govt. of Odisha on that behalf shall be final.

BANK GAURANTEE

Before issue of the Departmental materials to him the contractor shall furnish Bank guarantee of any of the Nationalized Banks for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied are fully utilized in the work and cost thereof recovered from his bill(s) in full or if the materials are partly utilized, the un utilized materials are returned by him to the Department in full in good condition and receipt there of duly acknowledged by concerned Department Officer.

ADITIONAL CLAUSES

a) In case of completion of work ahead of one month (part of the month shall be excluded) incentive will be paid @ 1% (one percent).The maximum amount payable will be fixed 2% (two percent) if the work is completed two months ahead of the schedule time.

Contractor

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Block Development Officer
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b) Additional Performance Security shall be deposited by successful bidder when bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10% such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office savings/ Bank account/ National Savings Certificate/ Post Office Term Deposit Account/ KisanVikasPatra/ Deposit receipt of schedule Bank.

CERTIFICATE BY THE CONTRACTOR

The terms and conditions of the Detailed Tender Call Notice, F-2 agreement and its additional / special conditions have been read and explained to me and I/ we certify that I/ we clearly understand them.

Signature of Contractor
(Full Name in Block Letters)
With Postal and Telegraphic Address

Permanent Address

Present Address

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

ANNEXURE –I

CERTIFICATE TO BE ISSUDE BY THE BLOCK DEVELOPMENT OFFICER UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED
(Not issued prior to 90 days tender)

Sl. No.	Name of Machineries/ Equipment	Identification No/Engine/ Chasis No.	Capacity	Year of purchase	Condition (working/break down)	Since when deployed under whom	When it is likely to be released from current assignment

Certified that

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

BLOCK DEVELOPMENT OFFICER,
BOIPARIGUDA

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

ANNEXURE-II
NO RELATIONSHIP CERTIFICATE

I am to certify that I am not related to any Officer of Panchayati Raj & Drinking Water Department, Odisha of the Rank of Assistant Engineer and above or any Officer of the Rank of Assistant Secretary or above of Panchayati Raj & Drinking Water Department, Odisha.

Witness:

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

CHECK-LIST

1. Details of cost of tender paper enclosed :-

2. Details of E.M.D. enclosed :-

3. Whether enclosed the attested copy of valid Contractor LicenceCertificate. If yes, valid up to :-

4. Whether enclosed the attested copy of valid GST Registration Certificate. :-

5. Whether enclosed the attested copy of VAT/GST Clearance Certificate :-
6. Whether enclosed the attested copy of PAN Card :-

7. Wheter enclosed attested copy of up-to-date GST return :-

8. Whether enclosed attested copy of up-to-date Income Tax return:-

9. Whether attached the Past Performance Certificates :

10. Whether attached the ownership documents of machineries/ equipments for execution of work :-

11. Whether read all the pages and signed in each page of the tenderDocuments :-

12. Any additional conditions desired by the contractor's if any :-

13. Whether attached the affidavit declaring the genuineness of all thedocuments enclosed with the tender :-

Contractor

Block Development Officer, Boipariguda

Block Development Officer
Boipariguda

TENDER SCHEDULE

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NAME OF THE WOEK :----	CONSTN. OF MISSION SHAKTI BHAWAN AT BOIPARIGUDA
SCHEME :--- W & CD / 2021-22 ,	BLOCK:- BOIPARIGUDA
ETIMATE COST :-- ₹ 5000000/-	G.P:- BOIPARIGUDA
AMOUNT PUT TO TENDER :-- ₹ 3122563/-	
COST OF TENDER PAPER :- ₹ 6000/-	E.M.D REQUIRED:-- ₹ 31300/-

PERIOD OF COMPLITION:--6 (SIX) MONTHS	CLASS OF CONTRACTOR :--"C" & "B"

Sl.No	Item of Work	Qnty.	Unit	Estimated Cost (In Rs)	
				Rate	Amount
1	2	3	4	5	6
1	Earthwork excavation in hard of soil including stoney earth in foundation with all lifts, delifts and leads including dressing and levelling the bed and depositing excavated earth at place away from work site including dewatering, shuttering, cost of labour, royalty and T&P sundries required for the work etc. complete as per direction of Engineer-in-Charge.	138.96	100 Cum	22414.00	31146.00
2	Supplying and filling in foundation trenches and plinth, ditches with sand well watered and rammed in layers not exceeding 23 cm. in depth with all lead and lift including cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, sundries, T&P required for the work etc. complete in all respect as per direction by the Engineer in charge.	107.24	100 Cum	33004.20	35394.00
3	Cement concrete of proportion (1:4:8) in foundation and floors using 4cm size clean hard black C.B granite stone metal of approved quality and from approved quarry including hoisting, lowering and laying concrete in layers not exceeding 15 cm. (6") thick to the required level ramming, watering, curing etc. complete including cost, conveyance, royalties and taxes of all materials with all labour and T&P required for the work etc. complete in all respect and as per the direction of the Engineer-in-charge.	41.97	One Cum	3933.80	165102.00
4	Random rubble stone masonry in c.m(1:6) in foundation and plinth by using hard black broken granite stone including bond stones from approved quarry including splays cutting circular moulding chamfering and corbelling and similar such type of works with all necessary projections watering,curing including cost, conveyance, royalties and taxes of all materials with all labour and T & P required for the work complete in all respect as per direction of Engineer-in-Charge.	41.97	One Cum	3290.20	138090.00
5	C.B brick masonry in cement mortar (1:6) in super structure using C.B. Bricks 23cm x 11cm x 8cm size having crushing strength not less than 35Kg/sqcm with dimension tolerance + 8% including splays cutting circular moulding chamfering and corbelling and similar such type of works with all necessary projections watering and curing after immersing the bricks in water at least for six hours before use including cost, conveyance, royalties and taxes of all materials with all labour and T & P required for the work complete in all respect as per direction of Engineer-in-Charge.				
(A)	GROUND FLOOR	51.66	One Cum	3860.70	199444.00

Block Development Officer
Boiparlguda

1	2	3	4	5	6
6	C.B brick masonry in cement mortar (1:4) in super structure using C.B. Bricks 23cm x 11cm x 8cm size having crushing strength not less than 35Kg/sqcm with dimension tolerance + 8% including splays cutting circular moulding chamfering and corbelling and similar such type of works with all necessary projections watering and curing after immersing the bricks in water at least for six hours before use including cost, conveyance, royalties and taxes of all materials with all labour and T & P required for the work complete in all respect as per direction of Engineer-in-Charge.				
(A)	GROUND FLOOR	1.70	One Cum	4052.10	6889.00
7	Cement concrete of prop (1:2:4) with 12 mm size hard granite C.B chips of approved quality from approved quarry free from weathered skins and foreign materials including hoisting,lowering and laying concrete in layers not exceeding 0.15 mtr. in depth,watering and curing for 21 days etc complete including cost of all materials, conveyance, taxes,cess, royalty of materials with labour, concrete mixer, vibrator, t&p, sundries,for the work etc. complete as per the direction of Engineer-in-charge.				
(A)	GROUND FLOOR	0.45	One Cum	5594.80	2518.00
8	R.C.C. work of M20 in following works using 12 mm. to 20 mm. (½" to ¾") size (20 mm. not to exceed 25%) hard black crusher broken granite stone chips of approved quality from approved quarry including hoisting, lowering, laying and compacting concrete, watering curing, centering, shuttering and finishing the exposed surfaces smooth with cost, conveyance, royalties, taxes of all materials with all labour and T & P required for the work etc. complete in all respect but excluding the cost and conveyance of M.S. rods or Tor steel and binding wire of 18 to 20 gauge and labour charges for straightening, cutting, bending, binding and tying the grills and placing in proper position and as per the direction of the Engineer-in-charge.				
	GROUND FLOOR				
(A)	Coloumn Base	16.99	One Cum	4621.60	78521.00
(B)	Coloumn	10.27	One Cum	10382.20	106625.00
(C)	Plinth Beam	8.46	One Cum	4985.30	42176.00
(D)	Lintel	3.85	One Cum	8160.60	31418.00
(E)	Chajja	0.75	One Cum	11834.70	8876.00
(F)	Fins	0.58	One Cum	20137.90	11680.00
(G)	Roof Beam and Beams	12.35	One Cum	10382.20	128220.00
(H)	Stair Slab	1.07	One Cum	9868.10	10559.00
(I)	Slab	33.17	One Cum	8820.10	292563.00
9	Providing, Cutting, straightening coiled or bent up M.S. Rod or tor steel of primary steel producers such as SAIL / Tiscon / RINL (grade Fe-500D) etc. including bending, binding, welding and jointing if necessary and tying the grills and placing in position as required for R.C.C. Work and for providing fan hooks as required, hoisting, lowering, laying including cost, conveyances, taxes of M.S. Rod or tor steel and binding wires of 18 to 20 gauge and labour required for the work for bending, binding and tying the grills in all floors (payment will be made on standard weight of B.I.S. for M.S. Rods or tor steel only) etc. complete as per specification & direction of Engineer-in-charge.				
(A)	GROUND FLOOR	106.22	One Qtl.	8067.30	856909.00

Block Development Officer
Baripariguda

1	2	3	4	5	6
10	Providing 2.5cm thick Grading Concrete over roof slab with cement concrete (1:2:2) using 6mm size black hard granite crusher broken chips and screened & washed sharp sand for mortar and finished smooth to the rough surface of slab including watering and curing with cost, conveyance, royalties and taxes of all materials with cost of all labour, and T&P required for the work etc. complete in all respect as directed by the Engineer in charge.				
(A)	GROUND FLOOR	256.65	One Sqm.	283.70	72812.00
11	Providing 12 mm thick cement plaster with cement mortar of mix (1:6) with screened and washed sharp sand for mortar and finished smooth to the rough surface of walls in all heights after racking out joints including watering and curing, rounding of corners, providing grooves where ever necessary with cost, conveyance, royalties and taxes of all materials with cost of all labour, T&P, and scaffolding required for the work etc. complete in all respect as directed by the Engineer in charge.				
(A)	GROUND FLOOR	187.26	One Sqm.	137.10	25673.00
12	Providing 16 mm thick cement plaster with cement mortar of mix (1:6) with screened and washed sharp sand for mortar and finished smooth to the rough surface of walls in all heights after racking out joints including watering and curing, rounding of corners, providing grooves where ever necessary with cost, conveyance, royalties and taxes of all materials with cost of all labour, T&P, and scaffolding required for the work etc. complete in all respect as directed by the Engineer in charge.				
(A)	GROUND FLOOR	518.41	One Sqm.	195.90	101557.00
13	Providing 20 mm thick cement plaster over stone work with cement mortar of mix (1:6) with screened and washed sharp sand for mortar and finished smooth to the rough surface of walls in all heights after racking out joints including watering and curing, rounding of corners, providing grooves where ever necessary with cost, conveyance, royalties and taxes of all materials with cost of all labour, T&P, and scaffolding required for the work etc. complete in all respect as directed by the Engineer in charge.				
(A)	GROUND FLOOR	37.98	One Sqm.	205.30	7797.00
14	Providing 6 mm thick cement plaster to R.C.C surfacees with cement mortar of mix (1:4) with screened and washed sharp sand for mortar and finished smooth including closed deep chipping and slury including watering and curing, with cost, conveyance, royalties and taxes of all materials & cost of all labour, T&P, and scaffolding required for the work etc. complete in all respect as directed by the Engineer in charge.				
(A)	GROUND FLOOR	262.37	One Sqm.	153.00	40143.00
15	Supplying, fitting and fixing of Stainless steel of 304 grade in hand railing using 50mm dia of 2mm thick circular pipe with Balustrade of size 32mm x 32mm x 2mm @ 0.90mtr. C/C and stainless square pipe bracing of size 32mm x 32mm x 2mm in 3 rows in stair case as per approved design and specification, buffing, polishing etc with cost, conveyance, taxes of all materials, cost of all labour, T&P etc. required for the complete in all respect as per direction of the Engineer-in-charge.				
(A)	GROUND FLOOR	73.35	One Kg.	286.80	21037.00
16	Labour for fixing of door, window and grills including all concrete works, hold fasts curing etc. complete as per the direction of EIC.				
(A)	GROUND FLOOR	18.54	One Sqm.	67.40	1250.00

Block Development Officer
Bolpariguda

1	2	3	4	5	6
17	Providing fitting, fixing of Al. door with OEL anodized Al. door section of 9202 as vertical member, 9201 as top member and 9200 as bottom and middle member with tapered clip No. 4660 and the frame to be completed by means of jointing angle No. 1855 including all fitting, hire charges of drilling machine with cost,conveyance & taxes of materials,all labour charges, T&P excluding cost of laminated board etc. complete as per direction of Engineer-incharge.				
(A)	GROUND FLOOR	200.88	One Kg.	430.20	86419.00
18	Supplying, fitting, fixing of Window (Sliding type) made up aluminium section 9778 as windows frame,section no 4095,4096 and 9777,3994, as shutter fram with 5mm thick black glass as panel fitted with rubber beading including locking arrangement including all fitting including cost of materials all taxes labour, T&P excluding cost of glass etc.complete as per direction of Engineer-in-charge.				
(A)	GROUND FLOOR	90.58	One Kg.	592.00	53623.00
19	Supplying, fitting and fixing of 5 mm thick black glass(I.S.I) in wooden or steel window frames including cutting grooves etc. complete in all floors and as per direction of Engineer-in-charge.				
(A)	GROUND FLOOR	58.10	One Sqm.	552.34	32091.00
20	Supplying, fitting with 12mm thick Pre-laminated board (Standard type I.S.I) in bottom portion fixed on door frame by means of tapered clip etc. complete in all respect as per direction of Engineer in charge.				
(A)	GROUND FLOOR	12.45	One Sqm.	589.79	7343.00
21	Supplying, fitting and fixing vetrified tiles in floor of size 600mm x 600mm of approved make conforming to IS : 13755 laid on 20mm thick bed of C.M. (1:4)(1 cement : 4 course sand) and filling the joints with white cement of approved quality including cost of all materials,conveyance, taxes, labour, T&P etc. required for the work in all respect as directed by the Engineer in charge.				
(A)	GROUND FLOOR	234.66	One Sqm.	888.90	208589.00
22	Finishing plastered surfaces of walls with cement base wall putty of approved make and finishing the surface smooth and even by sand papering to receive paint in walls, at all heights with staging wherever necessary with cost, conveyance, taxes of all materials, cost of all labour, all T&P etc. required for the work complete in all respect as per the direction of the Engineer-in-charge.				
(A)	GROUND FLOOR	601.58	One Sqm.	66.10	39764.00
23	Painting two coats with weather coat(I.S.I) paint (1st quality) exterior grade of approved make & shade manufactured by reputed manufacture like Nerolac / Asian / Berger / Dulex or equivalent to make an even finished surface over a coat of primer with oil bond cement primer in all heights with all scaffolding and staging charges including cost, conveyance, taxes of all materials, cost of all labour, T&P etc. complete as per the direction of the Engineer-in-charge.				
(A)	GROUND FLOOR	225.24	One Sqm.	128.20	28876.00
24	Painting two coats with plastic emulsion paint over a coat of water oil cement primer to make an even finished surface in all floors and heights to wall surface of approved make and shade including sand papering, applying putty wherever necessary & cost of scaffolding, staging charges with cost, conveyance, taxes of all materials, cost of all labour, T&P etc. complete as per the direction of the Engineer-in-charge.				
(A)	GROUND FLOOR	601.58	One Sqm.	133.80	80491.00

Block Development Officer
Boipariguda

1	2	3	4	5	6
25	Fixing of vitrified tiles in dados, skirting and risers of steps on 12 mm thich cement plaster (1:3) jointed with neat cement slurry mixed with pigment to match the sets of the tiles including polishing including cost of tiles including t&p with cost, conveyance, royalty and taxes of all materials to work site with all lifts and dilifts including watering and curring with all labour required for the work etc. complete as per the direction of EIC.				
(A)	GROUND FLOOR	183.75	One Sqm.	910.00	167213.00
26	Painting two coats with synthetic enamel paint of approved shade over a coat of primer to new iron doors & windows and grills including sand papering,polishing the surface smooth to give an even shade with cost of paints , conveyance,taxes of all materials and labour with T&P required for the work etc. complete as per the direction of EIC.				
(A)	GROUND FLOOR	9.27	One Sqm.	189.30	1755.00
	TOTAL AMOUNT PUT TO TENDER				**3122563.00**

NUMBER OF ITEMS :-- 26 (TWENTYSIX)

(Rupees thirty one lakh twenty two thousand five hundred sixty three)Only

REMARKS:-TENDER RATE QUOTED EXCESS THEN THE ABOVE TENDER AMOUNT WILL NOT BE ACCEPTED

PERCENTAGE RATE TO BE QUOTED BY THE TENDERER :--

_____% LESS

THEN THE ABOVE TENDER AMOUNT PUT TO TENDER

(QUOTE RATE BOTH IN FIGURE & WORDS CLEARLY)

BLOCK DEVELOPMENT OFFICER
BOIPARIGUDA

SIGNATURE OF THE CONTRACTOR

Block Development Officer
Boipariguda