

# REGULATED MARKET COMMITTEE

## PARALAKHEMUNDI

At: - HATAPADA

P.O. – Paralakhemendi, Dist. - Gajapati, Pin: 761200

## DETAILED BID DOCUMENT

### NAME OF WORK

Construction of Concrete road and drain at Paralakhemundi  
Main Market Yard  
(Total 33Pages)

*Approximate Estimated Cost: Rs 17,92,715/-*

# **REGULATED MARKET COMMITTEE**

## **PARALAKHEMUNDI**

**AT- PARALAKHEMUNDI, P.O. - PARALAKHEMUNDI**

**DIST- GAJAPATI**

### **CHECK LIST**

**Name of work** : Construction of Concrete road and drain at  
Paralakhemundi Main Market Yard

**Tender value** : Rs 17,92,715/-

**Tender paper cost (Non- refundable)** : Rs 6,240/-

**E.M.D @ 1%** : Rs 18, 000/-

**Class of contractor** : 'C' & 'B'

**Period of completion** : 2 (two) months

**Date of Sale of tender paper** : From 25.11.2011 to 05.12.2011

**Date & Time of receive of tender paper:** up to 05.12.2011on 5.00 P.M

**Date of Opening** : 08.12.2011 at 11.00 A.M.

**Total no. of Corrections** :

**Total no. of Overwriting** :

**Total no. of Interpolations** :

### **OFFICIAL USE ONLY**

**Sold for the above work** .....

**Vide MRB No** .....**Receipt No.** .....**Date**.....

Contractor

**Issuing Officer**  
**RMC Paralakhemundi**  
Chairman,  
RMC, Paralakhemundi

## **PRINCIPAL FEATURE OF THE WORK**

### **1. GENERAL:-**

The work under tender pertains to construction of different infrastructures of market yard at Paralakhemundi under RMC Paralakhemundi in Gajapati District as tabled below.

### **2. ACCESS TO SITE: -**

The worksite is located in Paralakhemundi town.

### **3. MEDICAL AID: -**

The nearest Hospital / Public health center are available at Paralakhemundi.

### **4. PROJECT AREA & COVERAGE**

The project aims to develop a Vegetable Market Yard along with construction of infrastructure and other facilities.

***The abstract of the scope of work is presented below:***

<b>SL. No.</b>	<b>Description of works</b>
<b>1</b>	<b>Constn. of Internal Cement concrete road of new market yard</b>
<b>2</b>	<b>Constn. of Internal Cement concrete road of old market yard</b>
<b>3</b>	<b>Constn. of road side drain</b>

Contractor

Chairman,  
RMC, Paralakhemundi

**OFFICE OF THE REGULATED MARKET COMMITTEE, PARALAKHEMUNDI**

**At / Po. – Paralakhemundi, Dist. - Gajapati PIN – 761200**

**TENDER CALL NOTICE NO. 711 / RMC dated: -22.11.2011**

The Collector, Gajapati-cum-Chairman, RMC Paralakhemundi invites **percentage rate bids** for the work in the table below from the contractors registered with Govt. of Orissa or equivalent class of Govt. of India / C.P.W.D. /central undertaking / Railway / M.E.S in conformity with Detail Tender Call Notice to be eventually drawn in P.W.D. F<sub>2</sub> form so **as to be received up to 5:00 P.M. on dtd 05.12.2011 in the Office of the RMC Paralakhemundi.**

**SCHEDULED OF WORKS**

Sl. No	Name of work	Approximate Value of work (Rs.)	E.M.D. @1% (Rs.) appx.	Cost of tender paper +4% VAT (Rs.)	Class of contractor	Period of completion
1	2	3	4	5	6	7
1	Constn. of Concrete road, Sinking of 125mm X 100 mm Tube well, balance work of 250 M.T godown and shop room at Rayagad Market Yard	10,56,887/-	10,600/-	6240/-	'C' & 'B'	2 (two) calendar months
2	Constn. of Concrete road and Drain at Main Market Yard Paralakhemundi	17,92,715/-	18,000/-	6240/-	'C' & 'B'	2 (two) calendar months

1) The bidder should have executed similar nature of works in a govt. /semi-govt. organization & also have to produce necessary certificate from the competent authority of concerned department.

2) Bids must be accompanied by security of the amount specified for the work in the table Sl.1 (Column - 4) above in *shape of N.S.C. / K.V.P/ P.O.T.D/ Post office saving pass book/ Deposit receipt of scheduled Bank / Bank Draft duly pledged /drawn* in favour of Secretary, RMC Paralakhemundi, payable at Paralakhemundi .

**3) The sale and receipt of the Bid document shall start from dated 25.11.2011 and close on dated 05.12.2011 at 05.00 P.M.**

Contractor

Chairman,  
RMC, Paralakhemundi

4) Intending purchasers are not required to produce any documents viz **valid certificate of registration, PAN-Card and VAT clearance certificate in Form-VAT 612** at the time of purchase of tender documents. However such documents would be required for verification purpose in the latter stage. But attested Xerox copies of above documents have to be furnished along with the tender documents failing which their tender will be considered as non-responsive & thus liable for rejection.

5) The tender paper will be **received through registered post or dropping in the tender box available in the office as addressed above**. The authority is not responsible for any postal delay or loss of tender documents.

6) Bid documents for the above works can also be downloaded from official website of Gajapati district (<http://www.gajapati.nic.in>). The downloaded bid document must be accompanied with a non-refundable paper cost in the form of demand draft drawn from any scheduled bank payable at Paralakhemundi in favour of the Secretary, RMC, Paralakhemundi. The demand draft shall be prepared on or before the last date of receipt of Bid document and to be submitted in a separate envelop marked "**COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET**", along with the bid document.

7) The Bids will be opened on the dated **08.12.2011 at 11.00 A.M.** in the office of the undersigned, in the presence of the bidders who wish to attend. If the office happens to be closed on the last date of receipt of the bids as specified, the bids will be received and open on the next working day at the same time and venue.

8) Engineering contractors who are desirous to avail the facility of exemption of EMD are required to submit an affidavit (Original) along with bid document to the effect that he/she had not yet availed the facility during current financial year as per codal provisions and they are also required to produce their original registration license at the time of opening of the bid for necessary entry, failing which his/her tender(s) will not be entertained and thus liable for rejection.

9) The ST/SC contractors willing to avail the facilities as fixed by Govt. will submit an affidavit (Original) for the same along with tender document; otherwise they will not be

Contractor

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RMC, Paralakhemundi

entitled to avail such facilities. Claim at the time of opening of tender or later will not be entertained.

10) The tender paper shall have to be submitted in closed cover. Contractors are not required to write their name on the outer cover containing the Bid documents. They are only required to write the name of the work and authority who had issued the tenders.

**11) Special Clause: Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the bidder shall 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 fixed deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings bank Account / National Savings Certificate / Post Office Time Deposit Account/, duly pledged in favour of the Secretary, RMC, Paralakhemundi. The additional performance security in any other form will not be accepted.**

12) The bidders shall have to produce an affidavit in support of authenticity of documents/credentials. Other details can be seen in the bid documents available in above website.

The authority reserves the right to reject any or all tenders without assigning any reason thereof.

**Sd/-**

**Collector, Gajapati –cum-  
Chairman, RMC, Paralakhemundi**

Contractor

Chairman,  
RMC, Paralakhemundi

# **CHAPTER - I**

## ***DETAIL CALL NOTICE***

Contractor

Chairman,  
RMC, Paralakhemundi

## **DETAIL CALL NOTICE**

### **1. INVITATION: -**

**1.1** The Collector, Gajapati-cum-Chairman, RMC Paralakhemundi invites **percentage rate bids** for the work in the table below from the contractors registered with Govt. of Orissa or equivalent class of Govt. of India / C.P.W.D. /central undertaking / Railway / M.E.S in conformity with Detail Tender Call Notice to be eventually drawn in P.W.D. F<sub>2</sub> form so **as to be received up to 5:00 P.M. on dtd 05.12.2011 in the Office of the RMC Paralakhemundi.**

1) The bidder should have executed similar nature of works in a govt. /semi-govt. organization & also have to produce necessary certificate from the competent authority of concerned department.

2) Bids must be accompanied by security of the amount specified for the work in the table Sl.1 (Column - 4) above in *shape of N.S.C. / K.V.P/ P.O.T.D/ Post office saving pass book/ Deposit receipt of scheduled Bank / Bank Draft duly pledged /drawn* in favour of Secretary, RMC Paralakhemundi, payable at Paralakhemundi .

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Contractor

Chairman,  
RMC, Paralakhemundi

Bid document and to be submitted in a separate envelop marked "**COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET**", along with the bid document.

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10) The tender paper shall have to be submitted in closed cover. Contractors are not required to write their name on the outer cover containing the Bid documents. They are only required to write the name of the work and authority who had issued the tenders.

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12) The bidders shall have to produce an affidavit in support of authenticity of documents/credentials. Other details can be seen in the bid documents available in above website.

The authority reserves the right to reject any or all tenders without assigning any reason thereof.

Contractor

Chairman,  
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## **1.2 PERCENTAGE RATE CONTRACT:-**

**As per works department letter No 17190 dtd. 9.10.07 the percentage rate contract is invited.**

**The bidder shall quote rate on % (Percentage) basis only (% excess over / less than / equal) both in figure and words at appropriate place of Tender Schedule.**

**i) In case of percentage (%) rate tenders, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures and words, so that there is no discrepancy.**

ii) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct.

iii) If any discrepancy is found in the percentage quoted in percentage excess / less and total rate quoted by the Contractor, then Percentage will be taken as correct.

iv) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.

v) The percentage quoted in the tender without mentioning excess or less supported with the corresponding amount does not tally with either to percentage excess or less it will be treated as percentage excess.

vi) The percentage quoted in the tender without mentioning excess or less supported with the corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.

vii) The tender shall be written legibly and free from erasures, over writings or corrections of figures, Corrections, over writing & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.

viii) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.

ix) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.

x) The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of the next higher authority.

xi) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtract

## **1.3 TIME OF COMPLETION: -**

The work is to be completed within **2(two) consecutive calendar months** commencing from the date of issue of order to proceed with the work.

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## **2. PREBID INSPECTION BY CONTRACTORS: -**

The tenders are required to go through each clause of P.W.D. form No. F2 carefully in addition to clauses mentioned herein before tendering. In any case, the bidder shall be deemed to have carefully examined the tender documents, visited the site of work and its surroundings and satisfied himself as to the form and nature of the site approach roads, haul roads, local conditions assessed all the facilities including requirement and availability of labour and materials needed for complete execution of the work and made an inventory of such information as to the risks, contingencies and other circumstances which would influence or affect his tender, before tendering. He should also satisfy himself about the sufficiency of availability of materials in quarry and borrow area. The department will not be responsible for any misjudgment of the bidder on these accounts for any future claims.

## **3. VALIDITY OF TENDER: -**

3.1. The Bid will be valid for a period of **90 (ninety)** days from the date of receipt of tender.

3.2. The tender which is not in the prescribed proforma and is not strictly in accordance with the terms and conditions of the tender call notice is liable for rejection.

3.3. Alternate tenders, conditional tenders and tenders containing indefinite terms will not be entertained.

3.4. Loose letters found in the tender box intimating modification to the tenders already submitted will not be considered.

3.5. Rates quoted should be for finished items of works and for sufficiency as per the description of the schedule of quantity and specification and shall include all taxes including rent, O.S.T. on works contract, royalty, cess and general and incidental charges pertinent to the work other charges of materials, octroi duty, ferry tolls, conveyance charges and other costs on account of land and building including temporary building required by the bidder for collection of materials, storage, housing of staff or other purpose of work. The contractor will be responsible for payment of all royalties and other charges for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax, Cess, Octroi Charges, Ferry and Tollage charges are to be paid by the contractor.

The bidder shall bear cost of various incidental sundries and contingencies necessitated by the work of all within the following or similar category.

- i) Labour camps and hutments necessary to a suitable scale including conservancy and sanitary arrangements, medical aids thereon to the satisfaction of the health authorities.
- ii) Labourer as well as for the works. No claim for carriage of water whatsoever will be entertained.

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- iii) Fees and dues levied by the Municipal, Canal and water supply Authorities.
- iv) Suitable equipment and wearing apparatus for the labourers engaged in risky operation.
- v) Suitable fencing, barriers, signals, including parapet and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.
- vi) No compensation for any damage done by rain or by similarly action during execution of the work shall be paid.
- vii) The tender shall be written legibly and free from erasures, overwriting or correction of figures. Corrections unavoidable should be made by scoring out the same and initialing dating and rewriting.

3.6. The tender is to be decided as per prevailing codal provisions taking into consideration the capacity of the bidder and equipments available with him for the work. The authority reserves the right to reject any or all tenders without assigning any reason there to.

**3.7. The percentage rates in the tender should be written both in words and figures and in case of any discrepancy, the percentage rates written in words will prevail.**

#### **4.1. AWARD OF CONTRACT: -**

**The bidder whose tender is selected for acceptance is to sign the agreement in the P.W.D. form F-2 (Schedule XLV. No. 61) for fulfillment of the contract in the office of the Chairman, RMC Paralakhemundi**

**. The Bidder is required to deposit 2% of the accepted tender before entering into agreement as the Initial Security Deposit. The earnest money deposited with the tender will form a part of the initial security deposit.**

This security deposit will carry no interest. Failure to enter into the required agreement and to pay the security deposit as above within the specified period shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the Contractor and the RMC shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the Chairman RMC.

4.2. The work may be split up and distributed among several contractors if considered necessary, in urgency of circumstances of the work and the contractor will not be entitled to any compensation to this account.

4.3. In case of delay in acquisition of land, no compensation will be admissible but time extension will be granted.

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4.4. The earnest money deposited by the unsuccessful bidders will be refunded as per relevant rules in force not earlier than the finalization of tender case.

4.5. No bidder is permitted to furnish their tender in their own manuscript paper.

## **5. OBSERVATIONS OF LAWS AND LOCAL REGULATIONS ACCIDENTS AND SAFETY MEASURES.**

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

5.1. Department for payment of the compensation under workman's compensation Act -V- III of 1923 on account of the workmen being employed by him and the full amount of compensation if awarded by any competent court of law to the workmen will be recovered from the Contractor and will be paid to the workmen as per direction of the court.

5.2. The Contractor shall have to abide by the Labour Laws and Rules in vogue and shall provide at his own cost housing, water supply, sanitation, medical aid and other facilities to the labourers engaged in the work as required under Labour Laws and Regulations. The Contractor shall not employ labour of minor age group.

5.3. The Contractor shall have to abide by the safety code introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing order No.44 to 50 Dt.-25.11.57.

5.4. Blasting where required shall be taken up only when proper precaution have been taken for the protection of persons and property in accordance with I.S. 4081-1967, safety code for blasting and related Drilling operations. Blasting shall be carried out only by persons licensed for and thoroughly conversant with the working methods and precaution to be observed in using explosives. To avoid the danger of inquiry from flaying debris, all personnel in a blasting area shall retreat to an adequate cover. While carrying out excavation adequate precautions in accordance with I.S. 3764-1966. Safety code for excavation works shall be taken for the safety of workers. The Contractor shall have to abide by the blasting laws and rules.

5.5. In case of any damage to Government or public property or to the property owned to any person(s) or firms (s) or body (s) due to negligence or any such action of the Contractor

Contractor

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resulting in damage or stoppage of work thereby, the Contractor shall be liable to be penalized to the extent of the assessed value of the damage or the out turn lost.

5.6. If the contractor removes any materials or stock so supplied to him from the site of work with a view to disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may then or at any time there after become due to the contractor or from his security.

5.7. The contractor should be fully liable to indemnify the Department for payment of the compensation under workmen's compensation Act-VIII of 1823 on account of the workmen being employed by him & the full amount of compensation paid will be recovered from the Contractor.

5.8. The contractor shall make all arrangement for proper storage of materials. But, no cost for rising shed for the storage of materials and pay of watchman etc. will be borne by Department. These are all to be borne by the contractor. The Department is not responsible for considering theft of materials at site. It is at contractor's risk. Under any such plea, if the contractor stops the work, he shall have to pay the penalty as per Clauses of the P1 contract

5.9. After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats mixing platform etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account.

5.10. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night works whenever necessary at his own cost.

5.11. Taking water from the foundation either rain water or sub soil water, if necessary should be borne by the Contractor. No payment will be made for bench marks, level/pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items of work.

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## **6. CHANGE OF ADDRESS OF CONTRACTOR : -**

The Contractor shall inform the RMC any change of his postal address from time to time from the one given in the tender papers and authorize any person with due intimation to the RMC to receive instruction or communication from the RMC on his behalf, failing which, the said on delivered instructions and communications published in the notice board of the Chairman, RMC Paralakhemendi intimation to the Contractor and the same shall be binding on him.

## **7. ARCHAEOLOGICAL FINDINGS : -**

The Contractor shall deliver to the Engineer-in-Charge all articles of archaeological importance as and when those are found in course of execution.

## **8. CONTEMPORARY CONTRACTORS: -**

The Contractor shall take into consideration the needs and requirements of the other Contractors if any, working in the vicinity during the tenure of his contract and shall neither take nor cause to be taken any steps or actions that may cause disruption / disturbance to their work, labour or arrangement etc. Any action by the Contractor which the Engineer-in-Charge in his unquestioned direction may considered as infringement of the above, would be considered as a breach of contract and he may take such action against the Contractor as deemed fit.

## **9. TAXES : -**

### **A) INCOME TAX : -**

As per new section 104 in the income tax Act, 1961 introduced by Finance Department Act, 1982 as communicated in Govt. of Orissa Finance Department No (M.E.-62-111-32) dt.19/01/72 when individual contract exceeds by Rs.50001 deduction @ 2.2 % will be recovered and credit thereof will be passed onto the Income Tax Authority by cheque under the head of account "Taxes of Income "

### **B) VAT: -**

Deduction @ 4 % from billed amount will be made from every bill of the contractor towards ORISSA VAT.

**C) CESS: -** Deduction @ 1 % from billed amount will be made from every bill.

## **10. INTEREST: -**

Under no circumstances interest is payable for dues of the Contractor if any, laying unpaid or payable for the work.

## **11. PLANS AND DRAWINGS: -**

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The work has to be carried out in accordance with the Orissa Detailed standard specification and relevant I.S. specification pertaining to the tendered items of works and specifications and special conditions appended here to. Drawings will be supplied to the Contractor to execute the work in general conformity therewith. These drawings will be supplemented by such additional, general and detail drawings or directions as may be considered necessary or desirable as the work progresses. No claim will be entertained due to change of drawing.

Where details shown on those drawings differ from the requirement of the specifications, the requirement of the specifications shall govern and the Contractor shall not work without proper drawings, direction and instructions. He shall check all drawings carefully and bring to the notice of the Engineer-in-Charge any errors and omissions discovered, where upon the Engineer-in-Charge shall prepare revised additional drawings and specifications as may be required. All such additional, general and detailed drawings will be binding on the Contractor under the same terms and conditions as provided in Clause - 10 of F2 agreement. The decision of the Engineer-in-Charge with regard to specification is final.

## **12. CONSTRUCTION PROGRAMME :-**

A construction programme proposed and submitted by the Contractor prior to issue of work order may be approved by the Engineer-in-Charge. The Contractor shall arrange for additional shifts whenever necessary to suit the revised construction programme. No extra payment on this account is admissible.

- a) The Contractor has to make adequate lighting arrangements for night work wherever necessary in fulfillment of the construction programme at his own cost and no extra payment on this account is admissible.

## **13. AVAILABILITY OF LABOUR: -**

Labour required for the work may not be available to the full extent in the locality. The Contractor may have to import labour from outside.

He shall arrange and regulate the labour strength according to necessity. The claim for any idle labour whether or not at the fault of the Contractor or due to any other reason whatsoever shall not be entertained by the Department.

The Contractor's item rate in the tender are deemed to have adequate coverage on account of import and employment of required labours and providing facilities and amenities to them.

## **14. SUSPENSION OF WORK: -**

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The Engineer-in-Charge/ Chairman, RMC may from time to time by written orders without in any way vitiating the contract, direct the Contractor to suspend the work or any part thereof at such time and the Contractor shall not after receiving such written order proceed with the work or items thereof order to be suspended until he shall have received a written notice or authority from the Engineer-in-Charge/ Chairman, RMC to proceed with the works again. Should the work be ordered to be suspended directly in the interest of safety of the work due to acts of God, war or indirectly as a result of the Contractor not complying with any of the provisions of the contract in respect of the quality of the materials, workmanship, programme of execution he shall not be entitled to claim any compensation for any loss he may be put to directly or indirectly for such suspension of work.

During the period of suspension of the work the Contractor shall properly protect and secure the works as far as is necessary in the opinion of the Engineer-in-Charge/ Chairman, RMC.

There will not be compensation or extension of time granted for reasons of inadequate cash flow. Work should be suspended depending on availability of funds and no compensation will be admissible of this accord.

#### **15.1 ITEMS NOT COVERED IN THE SCHEDULE: -**

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

The right is reserved to make increase or decrease the quantity of item of works mentioned in the schedule attached to the detail tender call notice as may be considered necessary for satisfactory completion of the contract work and such increase or decrease will no way invalidate the contractor shall not be eligible to any claim/compensation on the account of extension of time for completion of the work.

#### **16. FORCE MEASURE: -**

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

#### **17. TOOLS AND PLANT: -**

The Contractor should arrange necessary tools; plant and machineries for the efficient execution of work at his own cost, and the rate quoted should be inclusive of such charges. The department may lend on hire some machineries for use in the work subject to their availability on terms and condition as shall be specified by the department from time to time and after

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execution of necessary agreement. But on the plea of non-supply of machineries by the department, the works should not be delayed nor any compensation on such account is tenable nor will the Contractor be eligible for any time extension on that score.

#### **18. HAUL ROADS: -**

All approach roads and haul roads to worksites and quarries will be constructed and maintained by the Contractor at his own cost.

#### **19. CONSTRUCTION SHEDS : -**

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

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

19.2. Any slip debris and other foreign materials deposited on the working region on account of rains, flood or any other cause prior to and during the course of execution and till the work is completely or taken over by the Department, have to be cleared by the Contractor at his cost, the rates quoted by the Contractors shall be inclusive of all such contingencies.

19.3. The Contractor shall not interfere with the execution of water supply of electrical arrangements any other works entrusted to any other agencies by the Department at any time during progress of work.

19.4. It shall be the responsibility of the Contractor to make such arrangements as may be required from time to time to protect men, machinery and the works against damage due to flood and the Department accepts no liability whatsoever for damage or loss on this accept.

#### **20. SITE CLEARANCE: -**

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

The limits of the structure within which work will be carried out within the scope of the Contractor shall be suitably demarcated by the Department.

The Contractor has to supply necessary labour at his own cost fixing bench mark pillars / alignment pillars / alignment and pegs and also for layout, leveling and profiling and maintaining the same till completion of the work. Cement Concrete pillars required for layout will be supplied by the Contractor at his own cost.

Contractor

Chairman,  
RMC, Paralakhemundi

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

## **21. ORDER BOOK :-**

An order book with pages serially number will be issued by the Secretary RMC, and shall be maintained systematically till completion of the work and thereafter surrender it, to the Secretary RMC for record.

The order book shall be available at the site during work hours for recording instructions relating to the work.

Order regarding the work as and when necessary shall be entered in this book by the Engineer-in-Charge or his superior in office with their dated signatures in exercise of statutory power vested on them which shall be duly noted by the Contractor or his authorized agent with his dated signature. The executive sub-ordinate, in charge of work shall also record his observation of defective work and such orders / observation entered in this book, and noted by the Contractor agent shall be considered to have been duly given to the Contractor. Similarly orders entered by the higher authorities shall be deemed to have been duly issued by the Engineer-in-Charge for the contract.

## **22. RULE TO VERBAL ORDER: -**

It shall be the Contractors responsibility to get any verbal orders, instructions or directions confirmed in writing without which no cognizance will be taken of such verbal orders, instructions or directions for settlement of any claim arising thereof.

## **23. STATUTORY OBLIGATION OF CONTRACTOR: -**

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

23.1. The Contractor shall have to construct and maintain coffer dam as required for the work during execution at his own cost.

23.2. Bailing out water from foundation, construction of cross bund dewatering wherever necessary during execution of the work shall have to be done by the Contractor at his own cost.

23.3. Gangway, scaffolding or any such arrangements required for the work are to be provided by the Contractor at his own cost as per direction of the Engineer-in-Charge. The Department will have the right to inspect such arrangement made for the work and reject partly or fully such structures found defective in opinion of the Engineer.

Contractor

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23.4. Department shall not pay compensation to the Contractor for the damage occurred to the materials and work entrusted to him due to natural calamities.

23.5. The contractor should be fully liable to indemnify the Department for payment of the compensation under workmen's compensation Act-VIII of 1823 on account of the workmen being employed by him & the full amount of compensation paid will be recovered from the Contractor

23.6. Every tenderer must examine the Detailed Specification of Odisha PWD before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contract or rates. It shall be definitely understood that, the Government does not accept any responsibility for the correctness of completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or addition or deduction and such omission, deductions shall in no case invalidate the contract & no extra monetary compensation will be entertained.

#### **24. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES: -**

Right is reserved to make such increase or decrease in quantity or item of work mentioned in the schedule attached to the tender notice as may be considered necessary for satisfactory completion of the work and such increase or decrease shall in no way in validate the Contractor.

#### **25. EMERGENCY MEASURE : -**

The work may be split up and distributed among several Contractors if considered necessary on the emergency of the circumstances of the work and the Contractor will not be entitled to any compensation to his account.

#### **26. CONTRACTOR DYING, BECOMING INSOLVENT, INSANCE OR IMPRISONED**

a) In the event of the death insanity, insolvency and imprisonment of the Contractor or the Contractor being a partnership or firm becomes dissolved or being a corporation goes into liquidation, the contract may be terminated by notice in writing posted at the site of the work and advertised in one issue of the local newspaper and all acceptable works shall be paid for after recovering all the Contractor's due to the Govt. there from, at appropriate rates to the person or person entitled to receive the payment.

b) If the Contractor becomes bankrupt or has a receiving order made against him or compound with his creditor or being a corporation commence to be wound-up not being a voluntary winding-up for the purpose only an amalgamation or reconstruction or carry on its

Contractor

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business under a receiver for the benefit of the creditors of any of them, the Department shall be at liberty.

i) To give such liquidator receiver, or other person the option of carrying out the contract subject to his providing guarantee for the due, faithful performance of the contract up to an amount to be determined by the Department.

ii) To terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested and to act in the manner as per prevalent clauses of F2 contract.

## **27. DETAILS CALL NOTICE BEING PART OF CONTRACT: -**

The detail tender call notice and all the Annexure there to will form the part of the Agreement when the work will be awarded to the Contractor. All the correspondence made with the Contractor and all his correspondence with the Department after the tender is received will also be attached with the agreement.

## **28. FAIR WAGES CLAUSE: -**

The Contractor should abide the fair wage clause introduced by the Govt. and shall not pay less than the fair wages fixed by the Govt. to the labourer engaged by him in the work.

## **29. TESTING OF THE STRUCTURE : -**

The materials like Cement, SAIL Steel, Paints etc. procured & used by the Contractor for the above noted work should be as per I.S.I specification and to be got approved from the Engineer-in-charge before execution. The contractor must have to arrange by themselves cement such as IDCOL, OCL, L&T and Steel such as SAIL, TISCO and from approved manufactures get it tested in the

departmental laboratory and approved by the department before use.

After completion of work, the Contractor shall arrange the requisite equipment for testing of the work if found necessary at his own cost.

## **30. TIME CONTROL:-**

### **30.1 Progress of work and Re-scheduling Programme.**

30.1.1 The Chairman, RMC shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.

30.1.2 Within 15 (fifteen) days of issue of the letter of acceptance, the Contractor shall submit to the Chairman,RMC for approval a Programme commensurate to Clause No.3 showing the general methods, arrangements and timing for all the activities in the works along with monthly cash flow forecast.

Contractor

Chairman,  
RMC, Paralakhemundi

If at any time it should appear to the Chairman, RMC that the actual progress of the works does not conform to the programme to which consent has been given, the Contractor shall produce at the request of the Chairman, RMC, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the Contractor does not submit an up-dated programme within this period, the Chairman, RMC may withhold the amount of 10 % of the contract value from the next payment certificate & continue to withhold this amount until the next payment after the date on which the over due programme has been submitted.

### **30.2 Extension of the Completion Date.**

30.2.1 The time allowed for execution of the works as specified in the contract date shall be the essence of the contract. The execution of the works shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of award after the date on which the Chairman, RMC issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

30.2.2 In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Chairman, RMC but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Chairman, RMC to proceed with the works.

- (i) Force measure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Chairman, RMC but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Chairman, RMC to proceed with the works. In executing work not forming part of the contract.
- (vi) In case a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost, or

Contractor

Chairman,  
RMC, Paralakhemundi

(vii) Any other cause, which, in the absolute discretion of the authority mentioned, in contract date is beyond the contractor's control.

30.2.3 Request for re-schedule and extension of time to be eligible for consideration, shall be made by the Contractor in writing within 30 (thirty) days of the happening of the event causing delay. The Contractor may also, if practicable indicate in such a request the period for which extension is desired.

30.2.4 In any such case, a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing within 2 (two) months of the date or receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice thereof in writing to the Chairman, RMC but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Chairman, RMC to proceed with the works. And this shall be binding on the contractor.

### **31. RESOLUTION OF DISPUTES AND JURISDICTION OF COURT: -**

All claims arising in course of execution due to non-payment, less payment or for any reason what so ever which the contractor deems necessary for reimbursement shall be made to the Chairman RMC Paralakhemendi for his consideration and order. In case the contractor is not satisfied with the decision, and then he can prefer the claim to the General Manager/ Executive Engineer, OSAM Board, Bhubaneswar for his arbitration. All such awards shall be speaking, reasoned, parawise and specific. Incase the same is still not deemed satisfactory by the contractor then he can claim the amount in the form of money suit in the appropriate Court of Justice. For all legal disputes the case of action will be deemed to have arisen within jurisdiction of Sub-Judge, Paralakhemundi

### **32. Tenderers are required to submit the following documents along with the Bid.**

**(1) List of major works executed in the prescribed proforma enclosed herewith**

**(2)List of T & P, Machineries & vehicles available with bidder.**

**(3) CERTIFICATE OF LIST OF WORKS IN HAND**

Contractor

Chairman,  
RMC, Paralakhemundi

**List of major works executed****Annexure –I**

I/We do hereby certify that the following works have been executed by me/us in last 3 years

<b>Sl. No.</b>	<b>Name of work</b>	<b>Name of department where the work was executed</b>	<b>Amount of works in Lakhs</b>	<b>Date of starting of work as per agreement</b>	<b>Date of completion of work as per agreement</b>	<b>Remark</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

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

Signature of the tenderer  
Date \_\_\_\_\_

Contractor

Chairman,  
RMC, Paralakhemundi

**Annexure –II**

**List of T & P, Machineries & vehicles available with bidder.**

Items of equipments	Availability Proposal				Remarks
	Owned	Leased	To be procured	Total	
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

Signature of the tenderer

Date\_\_\_\_\_

Contractor

Chairman,  
RMC, Paralakhemundi

CERTIFICATE OF LIST OF WORKS IN HAND

Sl. No.	Particulars of works now in hand	Amount of each work	Period which the work is stipulated to be completed (in month)	Approximate value of work done against each work on the date of submission of Tender	Deptt. Under which the work is being taken up.	Remarks
1	2	3	4	5	6	7

Signature of the tenderer  
Date \_\_\_\_\_

Contractor

Chairman,  
RMC, Paralakhemundi

**WORK PROGRAMME**

Name of the Work: - **“Construction of Cement concrete road and drain at  
Paralakhemundi Main Market Yard.”**

**Time Description of work**

1st fortnight .....

2nd fortnight .....

3rd fortnight .....

4th fortnight .....

Signature of the tenderer

Date \_\_\_\_\_

Contractor

Chairman,  
RMC, Paralakhemundi

## **AFFIDAVIT**

I, Sri \_\_\_\_\_, Aged \_\_\_\_\_ years, son/daughter/wife of Sri \_\_\_\_\_ at present residing at \_\_\_\_\_ P.O. \_\_\_\_\_ P.S. \_\_\_\_\_ Dist, Pin - \_\_\_\_\_ do hereby solemnly affirm as follows.

- i. That, I possess a valid license for execution of works contract issued by \_\_\_\_\_ belongs to \_\_\_\_\_ class and valid up to \_\_\_\_\_.
  
- ii. That I am submitting tenders before the Chairman, RMC, Paralakhemundi of following works in response to tender call notice no. \_\_\_\_\_.
  1. \_\_\_\_\_
  2. \_\_\_\_\_ etc.
  
- iii. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before the Chairman, RMC, Paralakhemundi including EMD in any shape are all authentic and bonafied documents in the eyes of law of the land. That the facts stated in the affidavit are true to the best of my knowledge and belief.

Contractor

Contractor

Chairman,  
RMC, Paralakhemundi

# **BILL OF QUANTITIES**

Contractor

Chairman,  
RMC, Paralakhemundi

## BILL OF QUANTITIES

**Name of work: Construction of Cement concrete road and drain at Paralakhemundi Main Market Yard.**

**Approximate Estimated Cost: Rs 17,92,715.00**

SL. NO	DESCRIPTION OF ITEM OF WORKS	UNIT	QUANTITY	RATE PER UNIT	AMOUNT Rs. P
1	Earth work in hard soil with all leads and lifts including dressing and leveling the bed and depositing the excavated earth at places away from work site with all leads and lifts including cost of all labour and T & B required for the work etc. complete and as directed by the Engineer-in-Charge	Each Cum	587.00	39.09	22945.83
2	Collecting, supplying and stacking good quality river sand including all cost, conveyance, taxes and royalties etc complete.	Each Cum	222.00	157.00	35742.00
3	Labour for conveying from stacks and laying sand in sub-base in layers and watering and compaction to the required density in OMC with PRR including all cost, conveyance, taxes and royalties etc complete..	Each Cum	222.00	95.02	21094.44
4	Cement concrete of proportion (1:3:6) in foundation and floors using 4 cm (1/2") size clean hard black broken granite metal of approved quality from approved quarry including hoisting lowering and laying in layers not exceeding 15cm (6") thick to the required level, ramming, watering and curing etc. complete including cost and conveyance of all materials with all taxes and royalties and all labour with T & P required for the work etc. complete.	Each Cum	13.00	2534.43	32947.59
5	Random Rubble stone masonry in cement mortar (1:6) in foundation and plinth with hard black broken granite stone of approved size and quality from approved quarry including splays cutting, circular molding chamfering and corbelling, watering and curing etc complete including cost and conveyance of all materials with all taxes and royalties and all labour with T & P required for the work etc. complete.	Each Cum	88.00	1503.88	134911.04
6	1st class clamp burnt brick masonry in cement mortar 1:6 in F & P using K.B bricks of (25x12x8)cm size having a crushing strength not less than 75 Kg. per Sq.cm. including splays cutting, circular moldings, chamfering and corbelling, watering and curing etc. complete including cost and conveyance of all materials and labour and royalties etc. complete in all respect.	Each Cum	40.80	2052.53	83743.22

No. of Corrections:

No. of Overwriting

Contractor

Chairman,  
RMC, Paralakhemundi

SL. NO	DESCRIPTION OF ITEM OF WORKS	UNIT	QUANTITY	RATE PER UNIT	AMOUNT Rs. P
7	Cement concrete of proportion (1:2:4) in floors using 12mm (1/2") size clean hard black broken granite crusher broken chips of approved quality from approved quarry including hoisting lowering and laying in layers not exceeding 15cm (6") thick to the required level, ramming, watering and curing etc. complete including cost and conveyance of all materials with all taxes and royalties and all labour with T & P required for the work etc. complete.	Each Cum	296.80	3588.40	1068981.59
8	12mm (1/2") thick cement plaster (1:4) finished smooth to brick walls with cement punning for skirting after raking out joints including watering and curing, cost and conveyance of all materials and labour with T&P required for the work with all taxes and royalties etc. complete in respect in all floors.	Each Sqm.	780.00	70.79	55216.20
9	Straightening bent up or coiled "Tor Rods", cutting, bending cranking hooking, welding or jointing (if required) the "Tor steel rods" and binding wire and binding, tying the grills, hoisting and placing in proper position as required for R.C.C. works including cost, conveyance and taxes of Tor steel and binding wire to 18 to 20 gauge and labour with T & P required for the work etc. complete in all respect in all floor (weight to binding wire will not be considered and measurement of Tor steel rods will only be considered for payment).	Each Qntl	9.70	4614.24	44758.13
10	Providing and painting 2coats with water proof cement paint of approved quality and shade over 1 coat of cement primer to exterior surface of wall including preparation of surface, scaffolding, watering and curing etc. all complete.	Each Sqm.	340.00	15.35	5219.00
11	Collecting, supplying and stacking of stone quarry dust at roadside in regular box heap including all cost, conveyance, taxes, royalties etc complete.	Each Cum	63.00	196.00	12348.00
12	Cost, supplying & labour for spreading metal 40 mm to 62 mm for IRC Gr.II metalling to an uniform thickness of 100 mm compacted to 75 mm. And packing the voids with small stones and hand packing the same to proper camber including conveying spreading of filler materials and filling the interstices by spreading the same over the surface watering & consolidation with PRR including hire & running charges of PRR complete including all cost of material conveyance, royalties, taxes etc. complete.	Each Cum	130.00	982.66	127745.80

No. of Corrections:

No. of Overwriting

Contractor

Chairman,  
RMC, Paralakhemundi

SL. NO	DESCRIPTION OF ITEM OF WORKS	UNIT	QUANTITY	RATE PER UNIT	AMOUNT Rs. P
13	Collecting, supplying and stacking good quality moorum at roadside in regular heap of 1.5m.X1.5m.X0.5m. to be measured as 1 cum. including all cost, conveyance, taxes, royalties etc complete.	Each Cum	90.34	156.00	14093.04
14	Collecting, supplying and stacking soling stone boulders at roadside in regular heap of 1.5m.X1.5m.X0.5m. to be measured as 1 cum. including all cost, conveyance, taxes, royalties etc complete.	Each Cum	189.00	282.40	53373.60
15	Conveying from stacks and spreading moorum in sub-base in layers not exceeding 22.5 cm. Watering and compaction to the required density in OMC with PRR including all cost, taxes, royalties etc complete.	Each Cum	90.34	107.92	9749.49
16	Conveying from stacks and labour for spreading stone screened dust and consolidation with HRR including watering including all cost, taxes, royalties etc complete.	Each Cum	63.00	106.00	6678.00
17	Conveying from stacks and labour for soling road sub-base with soling stone boulders and filling interstices with sand and consolidation with HRR including watering all cost, taxes, royalties etc complete.	Each Cum	189.00	128.51	24288.39
18	Collecting, supplying, stacking and conveying of stone quarry dust from stacks and spreading in road surface and consolidation with HRR including watering including all cost, taxes, royalties etc complete.	Each Cum	29.60	302.00	8939.20
19	Supplying and inserting of Bituminous expansion joint boards 12mm thick of depth 0.075m including labour for cleaning all cost, conveyance, taxes, royalties etc complete	Each RMT	567.00	46.58	26410.86
20	Scarifying the bituminous road surface and labour for cleaning all cost, conveyance, taxes, etc complete	Each Sqm.	1055.25	2.90	3060.23

No. of Corrections:

No. of Overwriting

Contractor

Chairman,  
RMC, Paralakhemundi

SL. NO	DESCRIPTION OF ITEM OF WORKS	UNIT	QUANTITY	RATE PER UNIT	AMOUNT Rs. P
21	Supplying all labour for flank dressing including all cost etc complete.	100 Sqm	362.25.	130.06	471.14
			<b>TOTAL</b>	<b>Rs</b>	<b>1792716.79</b>
			<b>Or say</b>	<b>Rs</b>	<b>1792715.00</b>

**(Total twenty one items only)**

My/Our quoted rate is \_\_\_\_\_ % (in figure) \_\_\_\_\_ percent

(in words) \_\_\_\_\_ (mention excess over / lesser than / at par with)

the estimated cost put to tender and corresponding tendered amount is

Rs. \_\_\_\_\_ (in figure)

\_\_\_\_\_ (in words).

**Signature of the Contractor**

No. of Corrections:-

No. of Over writings:-

Contractor

Chairman,  
RMC, Paralakhemundi