

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

At-Banabiharipada, P.O:- Old Town, Dist.: Keonjhar (Odisha), PIN- 758002.

Email :- rmc.keonjhar@gmail.com

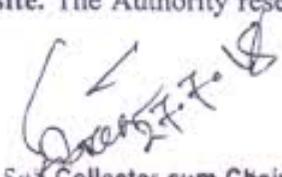
**TENDER CALL NOTICE NO.394 / RMC(KJR) Dated:27<sup>th</sup> July-2018**

The Sub-Collector, KEONJHAR -cum-Chairman, RMC KEONJHAR invites percentage rate bids for the work in the table below from the eligible 'D' & 'C' Class contractors registered with Govt. of Odisha or equivalent class of Govt. of India / C.P.W.D. /central undertaking / Railway / M.E.Sin conformity with Detail Tender Call Notice to be eventually drawn in P.W.D. P1 form so as to be received up to 5:00 P.M. on dt.13.08.2018 in the Office of the RMC KEONJHAR, At- Banabiharipada, Po-Old Town, Dist.-KEONJHAR (Odisha) Pin-758002 through registered / speed post only.

**SCHEDULED OF WORKS**

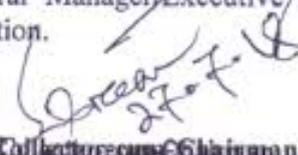
Sl No	Name of work	Approximate Value of work (in Rs)	E.M.D. @ 1% (Rs.) appx.	Cost of bid document (Rs.)	Period of completion
1	2	3	4	5	7
1.	Construction of Renovation of Office Boundary Wall At-RMC,Keonjhar	4,15,779/-	4158/-	2000/-	01(One) Month
2.	Construction of Internal & Approach Cement Concrete Road At-Padmapur Market Yard Under RMC, Keonjhar.	3,84,628/-	3846/-	2000/-	01(One) Month

The Detailed bid documents can be obtained from Office of the RMC, KEONJHAR from dt.30.07.2018 to dt.10.08.2018 during office hours of any working day on payment of paper cost (non-refundable).The bid document can also be downloaded during the above period from official website of (<http://www.Keonjhar.nic.in>).The bid will be opened on dt.14.08.2018 at 11.30 A.M. at Office of the RMC, KEONJHAR, At-Banabiharipada, Po.-Old Town , Dist.- Keonjhar (Odisha) in presence of the tenderer/ authorized agents if any. The RMC will not be held responsible for any postal delay. Other details and eligibility criteria can be seen from the above website. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee  
RMC, Keonjhar

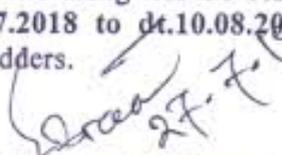
**Memo No.395(3)/Dated. 27<sup>th</sup> July-2018**

Copy submitted to the Member Secretary/General Manager/Executive/Engineer, OSAM Board, Bhubaneswar for favour of kind information and necessary action.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee  
RMC, Keonjhar

**Memo No.396 /Dated. 27<sup>th</sup> July-2018**

Copy alongwith copy of Bid documents forwarded to the DIO, NIC, Keonjhar for kind information and necessary action with request to hoist this Tender Call Notice alongwith the bid documents in Keonjhar District website(<http://www.Keonjhar.nic.in>) from dt.30.07.2018 to dt.10.08.2018 up to 5.00 PM to facilitate to downloading of bid documents by the intending bidders.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee  
RMC, Keonjhar



**REGULATED MARKET COMMITTEE**  
**KEONJHAR**

At.-BANABIHARIPADA , PO-OLD TOWN , DIST.-KEONJHAR (Odisha)  
Pin-758002

**DETAILED BID DOCUMENT**

(Invitation of Bid, Detail Call Notice, Tender Schedule-Total 23 pages)

**NAME OF WORK**

Construction of Internal & Approach Cement Concrete Road At  
Padmapur Market Yard Under RMC, Keonjhar.

Approximate Estimated cost: Rs. 3,84,628/-

Contractor

1

*Signature*  
27.7.18  
Chairman  
RMC, KEONJHAR  
Sub-Collector cum-Chairman  
Regulated Market Committee  
Keonjhar

# REGULATED MARKET COMMITTEE, KEONJHAR

## CHECK LIST

Name of work : Construction of Internal & Approach  
Cement Concrete Road At Padmapur  
Market Yard Under RMC, Keonjhar.  
Tender value : Rs.3,84,628/-  
Tender paper cost (Non- refundable) : Rs.2000/-  
E.M.D @ 1% : Rs.3846/-  
Class of contractor : 'D'  
Period of completion : 1(One) calendar month  
Period of Saleof tender paper : From dt.30.07.2018 to dt.10.08.2018  
Date of receipt of tender paper : Up to dt.13.08.2018 on 5.00 P.M  
Date of Opening : Dt.14.08.2018 at 11.30 A.M

## OFFICIAL USE ONLY

Sold for the above work .....

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

Issuing Officer  
RMC KEONJHAR

Contractor

2

  
Sub-Collector cum-Chairman  
Regulated Market Committee  
Keonjhar

## PRINCIPAL FEATURE OF THE WORK

### 1. GENERAL:-

The work under tender pertains to **Construction of Internal & Approach Cement Concrete Road At Padmapur Market Yard Under RMC, Keonjhar.**

### 2. ACCESS TO SITE:-

The worksite is located at Banabiahari pada.

### 3. MEDICAL AID: -

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

### 4. PROJECT AREA & COVERAGE

The project aims to develop a market along with construction of infrastructure and other facilities.

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

SL. NO	PROPOSED INFRASTRUCTURE	APPX. ESTIMATED COST in (Rs)
1	Construction of Internal & Approach Cement Concrete Road At Padmapur Market Yard Under RMC, Keonjhar.	Rs. 3,84,628.00

Contractor

3

  
Sub-Collector-Chairman  
RMC, Keonjhar  
Keonjhar

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

At-Banabiharipada, P.O:- Old Town, Dist.: Keonjhar (Odisha), PIN- 758002.

Email :- rmc.keonjhar@gmail.com

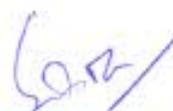
TENDER CALL NOTICE NO. 394 / RMC(KJR) Dated: 27<sup>th</sup> July-2018

The Sub-Collector, KEONJHAR -cum-Chairman, RMC KEONJHAR invites percentage rate bids for the work in the table below from the eligible 'D' & 'C' Class contractors registered with Govt. of Odisha or equivalent class of Govt. of India / C.P.W.D. /central undertaking / Railway / M.E.Sin conformity with Detail Tender Call Notice to be eventually drawn in P.W.D. P1 form so as to be received up to 5:00 P.M. on dt.13.08.2018 in the Office of the RMC KEONJHAR, At.- Banabiharipada, Po-Old Town, Dist.-KEONJHAR (Odisha) Pin-758002 through registered / speed post only.

**SCHEDULED OF WORKS**

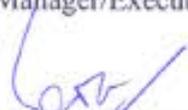
Sl. No	Name of work	Approximate Value of work (in Rs)	E.M.D. @ 1% (Rs.) appx.	Cost of bid document (Rs.)	Period of completion
1	2	3	4	5	7
1.	Construction of Renovation of Office Boundary Wall At-RMC,Keonjhar	4,15,779/-	4158/-	2000/-	01(One) Month
2.	Construction of Internal & Approach Cement Concrete Road At-Padmapur Market Yard Under RMC, Keonjhar.	3,84,628/-	3846/-	2000/-	01(One) Month

The Detailed bid documents can be obtained from Office of the RMC, KEONJHAR from dt.30.07.2018 to dt.10.08.2018 during office hours of any working day on payment of paper cost (non-refundable).The bid document can also be downloaded during the above period from official website of (<http://www.Keonjhar.nic.in>).The bid will be opened on dt.14.08.2018 at 11.30 A.M. at Office of the RMC, KEONJHAR, At-Banabiharipada, Po.-Old Town , Dist.- Keonjhar (Odisha) in presence of the tenderer/ authorized agents if any. The RMC will not be held responsible for any postal delay. **Other details and eligibility criteria can be seen from the above website.** The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee  
RMC, Keonjhar

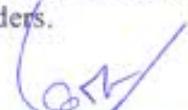
Memo No.395 (3)/Dated.27<sup>th</sup> July-2018

Copy submitted to the Member Secretary/General Manager/Executive Engineer, OSAM Board, Bhubaneswar for favour of kind information and necessary action.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee  
RMC, Keonjhar

Memo No.396 /Dated.27<sup>th</sup> July-2018

Copy alongwith copy of Bid documents forwarded to the DIO, NIC, Keonjhar for kind information and necessary action with request to hoist this Tender Call Notice alongwith the bid documents in Keonjhar District website(<http://www.Keonjhar.nic.in>) from dt.30.07.2018 to dt.10.08.2018 up to 5.00 PM to facilitate to downloading of bid documents by the intending bidders.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee  
RMC, Keonjhar

## TERMS & CONDITIONS

### 5. ELIGIBILITY CRITERIA FOR QUALIFYING BID

<i>Sl. No.</i>	<i>Name of the Document Deposited with the Tender Paper</i>	<i>State (Yes/No)</i>
1	Cost of Bid document as per Clause 5 (A)	
2	Requisite E.M.D of column-4 of above 'schedule of works' as per Clause 5 (B)	
3	Attested copy of Valid Contractor Registration Certificate as per clause 5 (C)	
4	Attested copy of VAT/ Clearance certificate / GST NO. as per clause 5 (D)	
5	Attested copy of Pan Card as per clause 5 (E)	
6	Affidavit as per clauses 5 (I) & (J)	
7	Affidavit as per clauses 7& 8 if applicable.	

#### **1. Cost of Bid document:**

The downloaded bid document must be attached with cost of bid document of **Rs.2000.00** in shape of DD from any nationalized Bank drawn in favour of Secretary, RMC KEONJHAR payable at KEONJHAR and shall be prepared on or before the last date of sale of Bid document and to be submitted in a separate envelop marked "COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET".

**2. E.M.D:** Bids must be accompanied by security of the amount specified for the work in the table "Scheduled of works" (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 KEONJHAR payable at KEONJHAR.

**3. Last Date of Receipt of Tender Paper:** Tenderer should furnish the bid document in a sealed cover super scribing "Tender for the work:-"Construction of Renovation of Office Boundary Wall At-RMC, Keonjhar/Construction of Internal & Approach Cement Concrete Road At-Padmapur Market Yard Under RMC, Keonjhar" The bid document will be received through register post/Speed post in specified address i.e.- The Secretary, RMC, Keonjhar, At.- Banabiharipada, Po.- Old Town , Dist.-KEONJHAR (Odisha) Pin-758002 up to 5.00 P.M. on dt.13.08.2018. The authority is not responsible for any postal delay or loss of Tender document.

**4. Date and Time of Opening of Tender Paper** shall be at 11.30 A.M. on dt.14.08.2018 by the undersigned at Office of the RMC, KEONJHAR, At- Banabiharipada, Po.- Old Town , Dist. - Keonjhar in presence of the tenderers or their authorized representatives.

Contractor

5

  
Sub-Collector-Chairman  
Regulated Market Committee  
Keonjhar

## **TERMS & CONDITIONS**

### **5. ELIGIBILITY CRITERIA FOR QUALIFYING THE BID**

- (A) Cost of Bid document as above.
- (B) Requisite E.M.D
- (C) Attested copy of License Registration Certificate.
- (D) Attested copy of VAT Clearance Certificate in Form of VAT- 612/STCC/GST No.
- (E) Attested copy of PAN CARD.
- (F) *Special Clause: When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of the bid amount and 90 % of the estimated cost before execution of P-1 contract. in shape of Demand Draft drawn in any nationalized bank in favour of the Secretary, RMC, KEONJHAR payable at KEONJHAR.*
- (I) Tenderers have to furnish an affidavit in support of no rescission of any contract due to abandonment/negligence of any work by the agency/firm in last 3 years.
- (J) Tenderers have to furnish an affidavit stating that the information furnished are correct. In case at any stage if any information are found wrong his tender will be liable for rejection along with taking up of legal action against him as deemed proper.
- (K) 'Bids from joint ventures are not acceptable'.
6. 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.
7. 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 entitled to avail such facilities. Claim at the time of opening of tender or later will not be entertained.
8. The sealed envelope containing the tender should be super scribed with the name of the work and should be addressed to the Secretary, RMC, KEONJHAR

### **9. 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.

Contractor

6

  
Sub-Collector-Chairman  
Regd. KEONJHAR Committee  
Keonjhar

- 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 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 cannot 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

#### 10. TIME OF COMPLETION: -

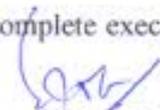
The work is to be completed within 1 (One) calendar month commencing from the date of issue of order to proceed with the work.

#### 11. PREBID INSPECTION BY CONTRACTORS: -

The tenders are required to go through each clause of P.W.D. form No. P1 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

Contractor

7

  
Chairman  
Sub-Collector (P.W.D.)  
RMC KEONJHAR  
Regulated Market Committee  
Keonjhar

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.

## 12. VALIDITY OF TENDER: -

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

12.2. 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.

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

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

12.5. 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:

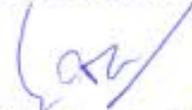
- i) Labour camps and hutments necessary to a suitable scale including conservancy and sanitary arrangements, medical aids thereon to the satisfaction of the health authorities.
- ii) Labourer as well as for the works. No claim for carriage of water whatsoever will be entertained.
- iii) Fees and dues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

12.6. 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.

Contractor

8

  
Sub-Chairman  
Regulated Market Committee  
RMC, KEONJHAR  
Keonjhar

12.7. 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.

13.1 AWARD OF CONTRACT: - The bidder whose tender is selected for acceptance is to sign the agreement in the P.W.D. form P-1 for fulfillment of the contract in the office of the Chairman, RMC KEONJHAR. 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.

13.2. 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.

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

13.4. 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.

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

#### 14. 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.

14.1. 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.

14.2. 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

Contractor

9

  
Chairman  
Sub-Collector cum Chairman  
Regulated Market Committee  
Keonjhar

work as required under Labour Laws and Regulations. The Contractor shall not employ labour of minor age group.

14.3. 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.

14.4. 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.

14.5. 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 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.

14.6. 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.

14.7. 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.

14.8. 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

14.9. 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.

14.10. 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.

Contractor

10

  
Chairman  
Sub-Collector cum-Chairman  
RMG KEONJHAR  
Keonjhar

14.11. 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.

**15. 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 JAJPUR intimation to the Contractor and the same shall be binding on him.

**16. 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.

**17. 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.

**18. TAXES: -Income tax and workers welfare cess will be deducted as per prevailing Govt. orders from time to time.**

**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 as applicable% 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) GST: -**

All the rule & Regulation regarding GST will be applicable as per the Guidelines of Government of odisha.

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

**19. INTEREST: -**

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

Contractor

11

  
Sub-Collector-Chairman  
Regd. Office, RMC, Jajpur  
Keonjhar

## 20. PLANS AND DRAWINGS: -

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.

## 21. 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.

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.

## 22. 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.

## 23. SUSPENSION OF WORK: -

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.

**24. 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.

**25. 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.

**26. 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 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.

**27. HAUL ROADS: -**

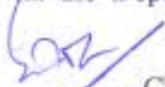
All approach roads and haul roads to worksites and quarries will be constructed and maintained by the Contractor at his own cost.

**28. 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

Contractor

13

  
Chairman  
Sub-Collector cum Chairman  
RMC KEONJHAR  
Regulated Market Committee  
Keonjhar

Engineer-in-Charge. On completion of the work these structures should be dismantled and the site cleared and handed over to the Department.

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

**29. 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.

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.

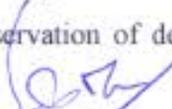
**30. ORDER BOOK :-**

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 /

Contractor

14

  
Chairman  
Sub-Collector-cum-Chairman  
Regulated Market Committee  
Keonjhar

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.

**31. 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.

**32. STATUTORY OBLIGATION OF CONTRACTOR: -**

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

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

**32.2.** 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.

**32.3.** 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.

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

**32.5.** 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

**32.6.** 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.

**32.7.** The delay if any due to other departments such as digging on road etc. shall be the responsibility of the successful bidder.

**32.8.** Statutory clearance if any from electrical inspector shall be the responsibility of the successful bidder.

Contractor

15

  
Chairman  
Sub-Collector cum-Chairman  
Regulated Market Committee  
Keonjhar

32.9. The contractor is to submit running bills supported by photographs of works done and quality control test certificates from Govt. or Govt approved laboratories of all materials used, cube test and other reports etc. as per norm and standard of works performed for which no extra payment shall be made.

32.10 The contractor must keep Level instrument, theodolite and compass etc at site at his own cost.

32.11 The contractor must construct transparency pillar either in masonry or steel depicting the brief details of contract and source of funding at his own cost and maintain the same till completion of work.

**33. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES: -**

The quantity/volume of item may alter during construction as per field condition. 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.

**34. 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.

**35. 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 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 P1 contract.

**36. 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

Contractor

16

  
Sub-Collector Chairman  
RMC, KEONJHAR  
Keonjhar

his correspondence with the Department after the tender is received will also be attached with the agreement.

**37. 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.

**38. TESTING OF THE STRUCTURE :-**

The materials like Cement, 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 if required, has to test the materials in approved laboratory & furnish the test results at his own cost.

**39. TIME CONTROL:-**

**39.1 Progress of work and Re-scheduling Programme.**

39.1.1 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.

39.1.2 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.

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 updated 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.

**39.2 Extension of the Completion Date.**

39.2.1 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.

39.2.2 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.

Contractor

17

  
Chairman  
Sub-Collector cum-Chairman  
Regd. Office, RMC, Keonjhar  
Keonjhar

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

39.2.3 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.

39.2.4 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.

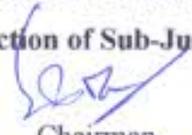
#### **40. RESOLUTION OF DISPUTES AND JURISDICTION OF COURT: -**

**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 KEONJHAR 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. In case 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, KEONJHAR.**

Contractor

18

  
Chairman  
RMC KEONJHAR  
Sub Judge, Chairman  
Regulated Market Committee  
Keonjhar

41. Tenderers are required to submit the following documents along with the Bid.

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

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

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

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

Contractor

19

  
Sub-Collector-Chairman  
Regulated Market Committee  
Keonjhar

Annexure -II

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 \_\_\_\_\_



20

Contractor

Chairman  
Sub-Collector cum Chairman  
Regulated Market Committee  
Keonjhar



**WORK PROGRAMME**

**Name of the Work: -“( Construction of Internal & Approach Cement Concrete Road At Padmapur Market Yard Under RMC, Keonjhar.”**

**Time Description of work**

1st Month

.....

.....

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

Contractor

21

  
Sub-Collector cum Chairman  
Regulated Market Committee  
Keonjhar

**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, KEONJHAR for execution 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, KEONJHAR 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

  
Sub-Collector-cum-Chairman  
Regulated Market Committee  
RMC, KEONJHAR  
Keonjhar

## BILL OF QUANTITIES

**Name of work:- Construction of Internal & Approach Cement Concrete Road At Padmapur  
Market Yard Under RMC, Keonjhar.**

**Approximate Estimated Cost: Rs 3,84,628/-**

**Class of Contractor: - "D" E.M.D:- Rs. 3846/-**

SL. NO.	DESCRIPTION OF ITEM OF WORKS	UNIT	QUANTITY	ESTIMATED RATE (IN RS.)	AMOUNT (IN RS.)
1	Earth work excavation in hard /gravely soil including 50m initial lead& 5m lift initial lift including all labour etc complete	Cum	38.00	128.00	4864.00
2	Filling sand in F&P including watering ramming with all cost & conveyance and royalty etc complete.	Cum	28.50	354.34	10098.69
3	Filling in F&P with excavated materials etc complete.	cum.	38.00	71.09	2701.42
4	C.C (1:3:6) using 40mm size crusher broken granite metal including watering curing with all cost & conveyance and royalty etc complete.	Cum	38.00	4141.41	157373.58
5	C.C (1:2:4) using 12mm size crusher broken granite metal including watering curing with all cost & conveyance and royalty etc complete.	Cum	38.00	5408.40	205519.20
6	Inserting Bituminus Expanson Joints Board 12mm Thick of Depth 0.075m. Including Cleaning.	Rmt	76.00	53.57	4071.32
			<b>Total:-</b>	<b>Rs.</b>	<b>384628.21</b>
			<b>Or Say</b>	<b>Rs.</b>	<b>384628.00</b>

(Total Eleven 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 /quoted amount is Rs. \_\_\_\_\_ (in  
figure) \_\_\_\_\_ (in words).

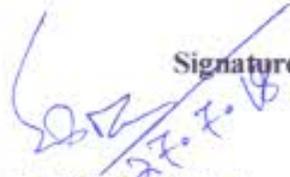
No. of Corrections:-

No. of Over writings:-

Contractor

23

Signature of the Contractor

  
Sub-Collector - Chairman  
RMC KEONJHAR  
Keonjhar



## **REGULATED MARKET COMMITTEE**

### **KEONJHAR**

At.-BANABIHARIPADA , PO-OLD TOWN , DIST.-KEONJHAR (Odisha)

Pin-758002

## **DETAILED BID DOCUMENT**

(Invitation of Bid, Detail Call Notice, Tender Schedule-Total 24 pages)

### **NAME OF WORK**

**Construction of Renovation Of Office Boundary Wall At RMC,Keonjhar.**

**Approximate Estimated cost: Rs. 4,15,779/-**

Contractor

1  
Sub-Collector-Chairman  
Regulated Market Committee  
Keonjhar  
27.7.18

# REGULATED MARKET COMMITTEE, KEONJHAR

## CHECK LIST

Name of work : Construction of Renovation Of Office Boundary Wall At RMC,Keonjhar.  
Tender value : Rs.4,15,779/-  
Tender paper cost (Non- refundable) : Rs.2000/-  
E.M.D @ 1% : Rs.4158/-  
Class of contractor : 'D' & 'C'  
Period of completion : 1(One) calendar month  
Period of Saleof tender paper : From dt.30.07.2018 to dt.10.08.2018  
Date of receipt of tender paper : Up to dt.13.08.2018 on 5.00 P.M  
Date of Opening : Dt.14.08.2018 at 11.30 A.M

## OFFICIAL USE ONLY

Sold for the above work .....

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

Issuing Officer  
RMC KEONJHAR

Contractor

2

  
Sub-Collector cum-Chairman  
Regulated Market Committee  
Keonjhar

## PRINCIPAL FEATURE OF THE WORK

### 1. GENERAL:-

The work under tender pertains to **Construction of Renovation Of Office Boundary Wall At RMC, Keonjhar**

### 2. ACCESS TO SITE:-

The worksite is located at Banabiaharipada.

### 3. MEDICAL AID: -

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

### 4. PROJECT AREA & COVERAGE

The project aims to develop a market along with construction of infrastructure and other facilities.

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

SL. NO	PROPOSED INFRASTRUCTURE	APPX. ESTIMATED COST in (Rs)
1	Construction of Renovation Of Office Boundary Wall At RMC,Keonjhar	Rs. 4,15,779.00

Contractor

3

  
Chairman  
RMC, KEONJHAR  
Regulated Market Committee  
Keonjhar

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

At-Banabiharipada, P.O:- Old Town, Dist.: Keonjhar (Odisha), PIN- 758002.

Email :- rmc.keonjhar@gmail.com

**TENDER CALL NOTICE NO.394 / RMC(KJR) Dated: 27<sup>th</sup> July-2018**

The Sub-Collector, KEONJHAR -cum-Chairman, RMC KEONJHAR invites **percentage rate bids** for the work in the table below from the eligible 'D' & 'C' Class contractors registered with Govt. of Odisha or equivalent class of Govt. of India / C.P.W.D. /central undertaking / Railway / M.E.Sin conformity with Detail Tender Call Notice to be eventually drawn in P.W.D. Pl form so as to be received up to 5:00 P.M. on dt.13.08.2018 in the Office of the RMC KEONJHAR, At- Banabiharipada, Po-Old Town, Dist.-KEONJHAR (Odisha) Pin-758002 through registered / speed post only.

**SCHEDULED OF WORKS**

Sl. No	Name of work	Approximate Value of work (in Rs)	E.M.D. @ 1% (Rs.) appx.	Cost of bid document (Rs.)	Period of completion
1	2	3	4	5	7
1.	Construction of Renovation of Office Boundary Wall At-RMC,Keonjhar	4,15,779/-	4158/-	2000/-	01(One) Month
2.	Construction of Internal & Approach Cement Concrete Road At-Padmapur Market Yard Under RMC, Keonjhar.	3,84,628/-	3846/-	2000/-	01(One) Month

The Detailed bid documents can be obtained from Office of the RMC, KEONJHAR from dt.30.07.2018 to dt.10.08.2018 during office hours of any working day on payment of paper cost (non-refundable).The bid document can also be downloaded during the above period from official website of (<http://www.Keonjhar.nic.in>).The bid will be opened on dt.14.08.2018 at 11.30 A.M. at Office of the RMC, KEONJHAR, At-Banabiharipada, Po.-Old Town , Dist.- Keonjhar (Odisha) in presence of the tenderer/ authorized agents if any. The RMC will not be held responsible for any postal delay. **Other details and eligibility criteria can be seen from the above website.** The Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee,  
RMC, Keonjhar

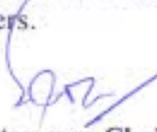
**Memo No.395 (3)/Dated.27<sup>th</sup> July-2018**

Copy submitted to the Member Secretary/General Manager/Executive Engineer, OSAM Board, Bhubaneswar for favour of kind information and necessary action.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee,  
RMC, Keonjhar

**Memo No.396 /Dated.27<sup>th</sup> July-2018**

Copy alongwith copy of Bid documents forwarded to the DIO, NIC, Keonjhar for kind information and necessary action with request to hoist this Tender Call Notice alongwith the bid documents in Keonjhar District website(<http://www.Keonjhar.nic.in>) from dt.30.07.2018 to dt.10.08.2018 up to 5.00 PM to facilitate to downloading of bid documents by the intending bidders.

  
Sub-Collector-cum-Chairman,  
Regulated Market Committee,  
RMC, Keonjhar

## TERMS & CONDITIONS

### 5. ELIGIBILITY CRITERIA FOR QUALIFYING BID

<i>Sl. No.</i>	<i>Name of the Document Deposited with the Tender Paper</i>	<i>State (Yes/No)</i>
1	Cost of Bid document as per Clause 5 (A)	
2	Requisite E.M.D of column-4 of above 'schedule of works' as per Clause 5 (B)	
3	Attested copy of Valid Contractor Registration Certificate as per clause 5 (C)	
4	Attested copy of VAT/ Clearance certificate / GST NO. as per clause 5 (D)	
5	Attested copy of Pan Card as per clause 5 (E)	
6	Affidavit as per clauses 5 (I) & (J)	
7	Affidavit as per clauses 7& 8 if applicable.	

#### **1. Cost of Bid document:**

The downloaded bid document must be attached with cost of bid document of **Rs.2000.00** in shape of DD from any nationalized Bankdrawn in favour of Secretary, RMC KEONJHAR payable at KEONJHAR and shall be prepared on or before the last date of sale of Bid document and to be submitted in a separate envelop marked "**COST OF TENDER DOCUMENT DOWNLOADED FROM INTERNET**".

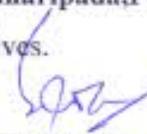
**2. E.M.D:** Bids must be accompanied by security of the amount specified for the work in the table "Scheduled of works" (Column - 4) above in *shape of N.S.C. / K.V.P/ P.O.T.D/ Post office saving pass book/ Deposit receipt of scheduled Bank / Bank Draft duly pledged /drawn* in favour of Secretary,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

**3. Last Date of Receipt of Tender Paper:** Tenderer should furnish the bid document in a sealed cover super scribing "Tender for the work:-"Construction of Renovation of Office Boundary Wall At-RMC, Keonjhar/Construction of Internal & Approach Cement Concrete Road At-Padmapur Market Yard Under RMC, Keonjhar" The bid document will be received through register post/Speed post in specified address i.e.- The Secretary, RMC, Keonjhar, At.- Banabiharipada, Po.- Old Town , Dist.-KEONJHAR (Odisha) Pin-758002 up to 5.00 P.M. on dt.13.08.2018. The authority is not responsible for any postal delay or loss of Tender document.

**4. Date and Time of Opening of Tender Paper** shall be at 11.30 A.M. on dt.14.08.2018 by the undersigned at Office of the RMC, KEONJHAR, At- Banabiharipada,Po.- Old Town , Dist. - Keonjhar in presence of the tenderers or their authorized representatives.

Contractor

5

  
Chairman  
Sub-Collector-cum-Chairman  
RMC, KEONJHAR  
Regulated Market Committee  
Keonjhar

**TERMS & CONDITIONS**

**5. ELIGIBILITY CRITERIA FOR QUALIFYING THE BID**

- (A) Cost of Bid document as above.
- (B) Requisite E.M.D
- (C) Attested copy of License Registration Certificate.
- (D) Attested copy of VAT Clearance Certificate in Form of VAT- 612/STCC/GST No.
- (E) Attested copy of PAN CARD.
- (F) *Special Clause: When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of the bid amount and 90 % of the estimated cost before execution of P-1 contract. in shape of Demand Draft drawn in any nationalized bank in favour of the Secretary, RMC, KEONJHAR payable at KEONJHAR.*
- (I) Tenderers have to furnish an affidavit in support of no rescission of any contract due to abandonment/negligence of any work by the agency/firm in last 3 years.
- (J) Tenderers have to furnish an affidavit stating that the information furnished are correct. In case at any stage if any information are found wrong his tender will be liable for rejection along with taking up of legal action against him as deemed proper.
- (K) 'Bids from joint ventures are not acceptable'.
6. 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.
7. 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 entitled to avail such facilities. Claim at the time of opening of tender or later will not be entertained.
8. The sealed envelope containing the tender should be super scribed with the name of the work and should be addressed to the Secretary, RMC, KEONJHAR
- 9. 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.

Contractor

6

  
Chairman  
Sub-Collector-cum-Chairman  
Regulated Market Committee  
Keonjhar

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 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 cannot 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

#### 10. TIME OF COMPLETION: -

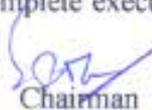
The work is to be completed within 1 (One) **calendar month** commencing from the date of issue of order to proceed with the work.

#### 11. PREBID INSPECTION BY CONTRACTORS: -

The tenders are required to go through each clause of P.W.D. form No. P1 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

Contractor

7

  
Chairman  
Sub-Committee Chairman  
Regulated Market Committee  
Keonjhar

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.

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

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

12.2. 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.

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

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

12.5. 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.

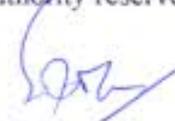
- i) Labour camps and hutments necessary to a suitable scale including conservancy and sanitary arrangements, medical aids thereon to the satisfaction of the health authorities.
- ii) Labourer as well as for the works. No claim for carriage of water whatsoever will be entertained.
- iii) Fees and dues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

12.6. 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.

Contractor

8

  
Chairman  
Sub-Committee  
RMG, KEONJHAR  
Keonjhar

12.7. 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.

**13.1 AWARD OF CONTRACT:** - The bidder whose tender is selected for acceptance is to sign the agreement in the P.W.D. form P-1 for fulfillment of the contract in the office of the Chairman, RMC KEONJHAR. 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.

13.2. 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.

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

13.4. 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.

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

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

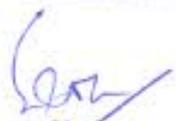
The Contractor shall observe all State and local rules and regulations, so far as they are relevant in controlling the operations involved carrying out the work and indemnify the Govt. and employees of the Govt. against all suite losses, demands, actions, judgments and cost of every kind resulting from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

14.1. 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.

14.2. 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

Contractor

9

  
Chairman  
Sub-Collector cum Chairman  
Regulated Market Committee  
Keonjhar

work as required under Labour Laws and Regulations. The Contractor shall not employ labour of minor age group.

14.3. 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.

14.4. 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.

14.5. 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 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.

14.6. 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.

14.7. 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.

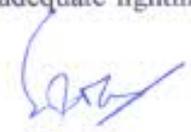
14.8. The contractor shall make all arrangement for proper storage of materials. But, no cost for rising shed for the storage of materials and pay of watchman etc. will be borne by Department. These are all to be borne by the contractor. The Department is not responsible for considering theft of materials 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

14.9. 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.

14.10. 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.

Contractor

10

  
Chairman  
Sub-Collector cum-Chairman  
RMC KEONJHAR  
Regulated Market Committee  
Keonjhar

14.11. 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.

**15. 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 JAJPUR intimation to the Contractor and the same shall be binding on him.

**16. 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.

**17. 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.

**18. TAXES: -Income tax and workers welfare cess will be deducted as per prevailing Govt. orders from time to time.**

**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 as applicable% 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) GST: -**

All the rule & Regulation regarding GST will be applicable as per the Guidelines of Government of odisha.

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

**19. INTEREST: -**

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

Contractor

11

  
Chairman  
Sub-Collector-cum-Chairman  
RMC KEONJHAR  
Regulated Market Committee  
Keonjhar

## 20. PLANS AND DRAWINGS: -

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.

## 21. 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. 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.

## 22. AVAILABILITY OF LABOUR: -

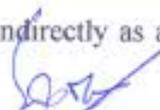
Labour required for the work may not be available to the full extent in the locality. The Contractor may have to import labour from outside. He shall arrange and regulate the labour strength according to necessity. The claim for any idle labour whether or not at the fault of the Contractor or due to 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.

## 23. SUSPENSION OF WORK: -

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

Contractor

12

  
Chairman  
Sub-Collector-cum-Chairman  
Regulated Market Committee  
Keonjhar

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.

**24. 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.

**25. 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.

**26. 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 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.

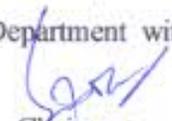
**27. HAUL ROADS: -**

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

**28. 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

Contractor

  
Chairman  
RMC KEONJHAR  
Sub-Regional Market Committee  
Keonjhar

Engineer-in-Charge. On completion of the work these structures should be dismantled and the site cleared and handed over to the Department.

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

### 29. 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.

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.

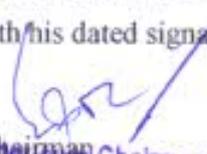
### 30. ORDER BOOK :-

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

Contractor

14

  
Sub-Collector, Chairman  
Regd. Market Committee  
Keonjhar

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.

**31. 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.

**32. STATUTORY OBLIGATION OF CONTRACTOR: -**

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

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

**32.2.** 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.

**32.3.** 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.

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

**32.5.** 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

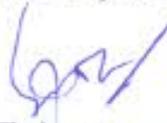
**32.6.** Every tenderer must examine the Detailed Specification of Odisha PWD before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the tender notice as may be considered 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.

**32.7.** The delay if any due to other departments such as digging on road etc. shall be the responsibility of the successful bidder.

**32.8.** Statutory clearance if any from electrical inspector shall be the responsibility of the successful bidder.

Contractor

15

  
Chairman  
RMC KEONJHAR  
Keonjhar

32.9. The contractor is to submit running bills supported by photographs of works done and quality control test certificates from Govt. or Govt approved laboratories of all materials used, cube test and other reports etc. as per norm and standard of works performed for which no extra payment shall be made.

32.10 The contractor must keep Level instrument, theodolite and compass etc at site at his own cost.

32.11 The contractor must construct transparency pillar either in masonry or steel depicting the brief details of contract and source of funding at his own cost and maintain the same till completion of work.

**33. DEPARTMENTAL RIGHT FOR DEVIATION IN QUANTITIES: -**

The quantity/volume of item may alter during construction as per field condition. 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.

**34. 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.

**35. 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 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 PI contract.

**36. 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

Contractor

16

  
Sub-Collector, Chairman  
Regulation Committee  
Keonjhar

his correspondence with the Department after the tender is received will also be attached with the agreement.

**37. 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.

**38. TESTING OF THE STRUCTURE :-**

The materials like Cement, 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 if required, has to test the materials in approved laboratory & furnish the test results at his own cost.

**39. TIME CONTROL:-**

**39.1 Progress of work and Re-scheduling Programme.**

39.1.1 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.

39.1.2 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.

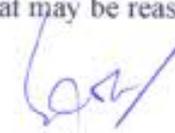
If at any time it should appear to the Chairman, RMC that the actual progress of the works does not conform to the programme to which consent has been given, the Contractor shall produce at the request of the Chairman, RMC, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the Contractor does not submit an updated 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.

**39.2 Extension of the Completion Date.** 39.2.1 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.

39.2.2 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.

Contractor

17

  
Sub-Collector cum Chairman  
RMC Keonjhar  
Keonjhar

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

39.2.3 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.

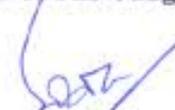
39.2.4 In any such case, a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing within 2 (two) months of the date or receipt of such request. Non-application by the contractor for extension 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.

#### **40. 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 KEONJHAR 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. In case 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, KEONJHAR.

Contractor

18

  
Chairman  
RMC KEONJHAR  
Sub-Collector cum Chairman  
Regulated Market Committee  
Keonjhar



Annexure -II

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 \_\_\_\_\_

20

Contractor

Sr. Chairman-  
Reg. M.C. Keonjhar  
Keonjhar

WORK PROGRAMME

Name of the Work: -“( Construction of Renovation Of Office Boundary Wall At RMC,Keonjhar”.

Time Description of work

1st Month  
.....  
.....

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

Contractor

21

  
Sub: Electricals  
Regd. Member  
Keonjhar  
Chairman  
Committee  
RMC, Keonjhar

**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, KEONJHAR for execution 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, KEONJHAR 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

  
Sub-Collector cum Chairman  
RMC Keonjhar  
Keonjhar

## BILL OF QUANTITIES

**Name of work:- Construction of Renovation of Office Boundary Wall at RMC,Keonjhar.**

**Approximate Estimated Cost: Rs 4,15,779/-**

**Class of Contractor: - "D" E.M.D:- Rs. 4158/-**

SL. NO.	DESCRIPTION OF ITEM OF WORKS	UNIT	QUANTITY	ESTIMATED RATE (IN RS.)	AMOUNT (IN RS.)
1	Dismantling brick or stone masonry in lime or cement mortar under 3mt height including stacking the useful materials for re-use & removing the debris with in 50mt lead .	Cum	21.53	744.82	16032.25
2	Earth work excavation in hard /gravely soil including 50m initial lead& 5m lift initial lift including all labour etc complete	Cum	47.57	128.00	6089.47
3	Filling sand in F&P including watering ramming with all cost & conveyance and royalty etc complete.	cum.	9.64	354.34	3415.48
4	Filling Excavated Materials in F & P.	Cum	47.57	71.09	3382.04
5	C.C (1:3:6) using 40mm size crusher broken granite metal including watering curing with all cost & conveyance and royalty etc complete.	Cum	9.64	4141.41	39919.05
6	Fly Ash brick masonry in C M (1:6) In F&P including watering curing with all cost & conveyance and royalty etc complete.	Cum	14.45	3766.81	54434.17
7	FLY ASH masonry in C M (1:6) in super structure including watering curing with all cost & conveyance and royalty etc complete.	Cum	18.13	3800.14	68877.54
8	R C C M20 using 20mm&10mm crusher broken chips including centering shuttering watering curing with all cost & conveyance and royalty etc complete but excluding M S ROD etc.				
	(A)Column base & Footing	Cum	9.36	4914.79	46013.49
	(B)Plinth bend	Cum	2.56	5219.75	13375.61
	(C)Column & Beam	Cum	5.45	9004.28	49086.83

Contractor

23

  
Chairman  
RMC KEONJHAR  
Sub-Collector cum Chairman  
Regulated Market Committee  
Keonjhar

9	Labour for cutting bending binding and tying the rod in position including all costs of binding wire & M S rod and labour etc	Qtl	17.38	4979.30	86521.56
10	12mm thick cement plaster in C M (1:6) over brick work including watering curing with all cost & conveyance and royalty etc complete.	Sqm	192.70	103.56	19956.01
11	Distempering two coat to walls with distemper of approved shade on new work to give an even shade	Sqm	192.70	45.02	8675.35
			<b>Total:-</b>	<b>Rs.</b>	<b>415778.86</b>
			<b>Or Say</b>	<b>Rs.</b>	<b>415779.00</b>

(Total Eleven 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 /quoted amount is Rs. \_\_\_\_\_ (in figure) \_\_\_\_\_ (in words).

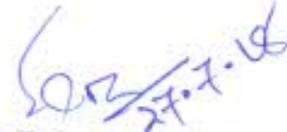
No. of Corrections:-

No. of Over writings:-

Signature of the Contractor

Contractor

24

  
 Sub-Collector-Chairman  
 Rajahmundry District  
 Keonjhar