

OFFICE OF THE PANCHAYAT SAMITI, BARIPADA

DIST – MAYURBHANJ

DTCN NO. : 04/2021-22

NAME OF THE WORK : _____

CHECK LIST.
(TO BE FILLED IN BY THE TENDERER)
(Individual Application for Separate Works)

1. Name of Tenderer :
2. Registration of license Valid up to :
3. Name of the Work :
4. Amount put to tender (In percentage).....
5. Tender paper Cost Submitted in shape (N.S.C / DD) Yes / No
6. Whether the Tenderer furnished PAN Card : Yes / No
7. Whether the Tenderer furnished valid GST No. : Yes/ No
8. Date of submission of Tender : _____
9. Documents and certificates submitted No. of sheets.
10.
 - A) Total over writing. Nos.
 - B) Corrections (Both in figures and words): Nos.
 - C) Interpolations (Both in figures and words): Nos.

Declaration : The above statement furnished in the Tender document for the work mentioned above are true to the best of my knowledge and belief.

Signature of Tenderer

PANCHAYAT SAMITI OFFICE, BARIPADA

No. 2029 /Dt. 22.7.2021 //

TENDER CALL NOTICE

DTCN NO- 04/2021-22

Dt.22.07.2021

The Block Development Officer, Baripada on behalf of Govt. of Odisha invites sealed tenders (Percentage Rate) in conformity with the DTCN are invited from the "C"/"D" class contractors registered with the State Govt. for execution of works under Baripada Panchayat Samiti as per Annexure of DTCN from 23.07.2021 to 04.08.2021. The tender document (DTCN) ,terms and conditions can be obtained from the website www.mayurbhanj.nic.in . The tender paper accompanied with requisite documents should reach the office on or before Dated 04.08.2021 ,5.00 PM. The authority will not be responsible for any postal delay beyond the scheduled date and time. The tender is scheduled to be opened on 05.08.2021 ,11.00 AM in office chamber of BDO, Baripada. All bidders shall have to submit an affidavit in support of authenticity of documents /credentials. The undersigned reserves the right to cancel or delay the tender process without assigning any reason thereof.


Block Development Officer
BARIPADA

GOVERNMENT OF ODISHA
DEPARTMENT OF PANCHYAT RAJ
INVITATION FOR BIDS (IFB) IDENTIFICATION NO.
BLOCK DEVELOPMENT OFFICER, BARIPADA
DETAILED TENDER CALL NOTICE

1. The Block Development Officer, Baripada on behalf of Government of Orissa invites Sealed Tender (Percentage Rate) Single bids for execution of Civil works as detailed in the ANNEXURE 'A' from the Class of bidders registered with the State Government and bidders of equivalent Grade/Class registered with Central Government / M.E.S. / Railways for execution of Civil works on production of definite proof from the appropriate authority. The bidders may submit bids for any or all of the works annexed hereto.
2. Bid document consisting of plan, specification, the schedule of quantities and the set of items and conditions of contract and other necessary documents can be seen in all the offices issuing the bid documents and the office of the undersigned during office hours every day except in Sundays and Public holidays till the last date of sale and receipt of bid documents.
3. Bid must be delivered in the Tender Box having Identification No.
4. Bid information's and Tender Paper can be obtained from website www.mayurbhanj.nic.in. The cost of bid document to be made through Demand Drafts in favour of B.D.O Baripada.
5. The bid will be opened on 05.08.2021 at 11.00 AM in the office chamber of the Block Development Officer, Baripada in the presence of the bidders who wish to attend. If the office happens to be closed on the last date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and same venue.
6. The value of the work put to bid is Rs. As per ANNEXURE - 'A'
7. The bid document needs to be completed and submitted with copies of all the documents as required in the Invitation for Bids (IFB). Following is the summary of the copies of documents required to be submitted along with the completed bid document.
 - (i) Contractor's Registration Certificate (License)
 - (ii) GST Registration Certificate of the bidder along with GST clearance Certificate in Form 612 as required under clause 14 of DTCN.
 - (iii) Pan Card issued by the Income Tax Authority as required under clause 29 of DTCN.
 - (iv) An affidavit regarding authenticity of the credentials as required under clause 25 of DTCN.
 - (v) List of T & P/Vehicles/machineries in the prescribed Proforma as required under clause 63 of DTCN.
 - (vi) Past performance of the Contractor in the prescribed Proforma as required under clause 59 of DTCN.
 - (vii) A declaration to the effect that there has been no conviction/imprisonment for an offence involving moral turpitude.
 - (viii) No relationship certificate in the prescribed Proforma as required under clause 60 of DTCN.
 - (ix) Compliance to qualifying criteria if any.

- (x) The mailing address of Registered Office/Site office of the bidder as required under clause 30 of DTCN.
- (xi) The Tenderers are required to submit a Bid Security Declaration in the given format in the form of Affidavit at the time of submission of Bid Documents. (Form Attached).
8. As the Orissa Sale Tax Act 1947 has since been repealed with effect from 1st April 2005 in the event of enactment of the Orissa Value Added Tax Act, 2004 and Rule 2005, caption 'Sales Tax' printed at various clause of DTCN stands modified as 'GST'. The bid shall not at the discretion of the competent authorities by considered unless accompanied by the true copies of GST Registration No. and valid GST clearance certificate in Form 612 issued by the Sales Tax Authorities and the original thereof to be produced if required at the time of opening of the bid. The bidder registered in other State Government is required to produce non-assessment certificate obtained from the Sales Tax Commissioner Government of Orissa at the time of submission of bid document. The rates quoted by the bidder shall be deemed to be inclusive of GST of all the materials that he will have to procure for performance of the contract. Deduction of GST at source @ 12% from the gross amount payable to the bidder shall be made and credited to the Government in terms of statutory provision U/S 54 of the Orissa GST Act, 2004.
9. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Government of Orissa, shall within a period of seven days upon intimation given to him of acceptance of his bid make an initial security deposit in the form of NSC/ Post Office Time Deposit/Post Office Savings Bank Account/ Kissan Vikas Patra / Deposit receipt of Scheduled Bank and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the bid amount and sign agreement in the P.W.D. form No. F2 (Schedule XLV No.61) for the fulfillment of the contract in the office of the Block Development Officer, Baripada. The security deposit together with the earnest money and the amount withheld according to the provision of F2 agreement shall be retained as security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No bid shall be finally accepted until the required amount of security money is deposit. The written agreement to be entered into between the bidder and the Government shall be the foundation of the rights of both the bidder and the Government and the contract shall be deemed to be incomplete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into the contract on behalf of the Government. The security deposit will be refunded after one year from the date of completion of the work and payment of the final bill. This will not carry any interest.
10. Bid must be submitted in sealed covers. Bid documents received after due date and time will not be entertained. No. bidder will be permitted to furnish his bid in his own manuscript.
11. The work is to be completed in all respect within the stipulated date which is mention in DTCN.
12. All bids received with remain value for a period of one month from the date of receipt of bids or till the date of drawl of Agreement whichever is earlier and validity of bids can also be extended if agreed by the bidder and the Department.

13. The date of issue of the notice to the bidder to attend Division office for signing the agreement shall be treated as the date of commencement of work, unless otherwise specifically mentioned. The bidder whose bid is accepted must submit a programme of work immediately after issue of work order for approval by the Engineer-in-charge.

14. The bidder shall carefully study the tentative drawing and specifications applicable to the contract and all documents, which form part of the agreement to be entered into by the accepted bid and detailed standard and specifications for Orissa and other relevant specifications and drawings, which are available for sale. Complaint at a future date that and specifications have not been seen by the bidder cannot be entertained.

15. Every bidder is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach road to quarries and locality of the work and satisfy himself about the quality and availability of materials including the medical aids, labour and foodstuff etc. In every case the materials must comply with the relevant specifications.

The bidder will be deemed to have satisfied himself that the rates quoted by him in the bid will be adequate to complete the work according to the specifications and conditions attached to and that he has taken into account all conditions, difficulties that may be encountered during its progress and to have quoted labour rates and materials, entry tax and other duties, leads, lifts, delfts, loading and unloading and freight for materials and all other incident charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. In the course of awarding a work, the Department may desire the analysis of the rate arrived for against any item(s) of work.

Complaints at future date that the availability of materials, labour or any other factor have been misjudged cannot be entertained. It should be understood clearly that no claim whatsoever will be entertained afterwards on the plea of non-availability of proper quantity and quality of materials, including foodstuffs or for any other.

16. The bidder shall bear in full various incidentals, sundries and contingencies necessitated by the work within the following or similar category.

- a) Rent, royalties and other charges of materials octroi duty, entry tax, all other taxes payable under various Acts & Rules including GST, ferry tolls, conveyance charges and other cost on account of land buildings including temporary building and temporary electric connection to work site as well as construction of coffer dam, construction of service road, haul road, diversion and its maintenance till completion of work required by the bidder for collection of materials, storage housing of staff or other purpose of the work.
- b) Labour camps or huts necessary to a suitable scale including conservancy and sanitation arrangements therein to the satisfaction of the local health authorities should be arranged by the bidder.
- c) Suitable water supply including pipe water supply wherever available should be provided for the staff and labour as well as for the work.
- d) Fees and duties levied by the municipal/ canal or water supply authorities.

- e) Suitable equipment and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
 - f) Suitable fencing, barriers, signals including paraffin and electric signals wherever necessary at work and approaches in order to protect public and employees from accident
 - g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the Workman's Compensation Act.
 - h) The bidder has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
17. Additional performance security should be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the intending bidder shall have to deposit prior to conclusion of agreement the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office Savings Bank Account / National Savings Certificate/Post Office Time Deposit Account / Kissan Vikash Patra / Deposit receipt of Scheduled Bank duly pledged in favour of the Block Development Officer, Baripada failing which the bid shall be liable for rejection under intimation to the License Issuing Authority. On successful Execution of the quantity / quantities, the additional performance security shall only be refunded to the bidder or else the same shall be forfeited to Govt. if in the opinion of the Block Development, the execution of such quantity / quantities is / are not feasible / necessary for completion of the work, the proportionate amount of the additional performance security shall be refunded to the bidder. Any bank enlisted under the Second Schedule of the R.B.I. Act. 1934 shall be construed as Scheduled Bank. The Deposit Receipts of Bank other than the Scheduled Banks shall not be acceptable for the purpose.
18. The bidders shall have to sign on each page of tender schedule, DTCN and the credentials submitted by him. In addition bidders shall have to submit an affidavit along with the bid regarding authentication of bid documents, credentials including security deposits/additional performance security deposits. The bidder shall not be allowed to engage power of Attorney holder for the purpose.
19. In event of item rate bid each bidder must quote a definite rate for each items of work for subsequent inclusion in the contract. Bids containing indefinite terms such as estimated rates or schedule of rates or rates on percentage basis will not be considered. The bidder may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and for other too high.
20. All rates should be for finished items of works unless otherwise specifically mentioned in the tender schedule.
21. In case of Item rate bids, the rate should be written both in words and figures and in decimal coinage and in case of discrepancy in rates between words & figures the rates written in words will prevail. The bidders may also show the total of each item and the grand total of the whole bid. In case of discrepancy in the rates quoted against each item of work in figure and total of each item, the lesser amount shall be treated as valid.

In case of Percentage rate contracts the schedule of quantities shall mention estimated rate of such item and amount thereto. The bidder has to mention percentage excess or less over the estimated cost (in figures as well as words) in the prescribed format appended to the bid document. The bidders participated in the bid for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered, shall be considered after opening of all packages called in the same bid invitation notice.

In case of percentage rate bids, only percentage quoted shall be considered. Percentage quoted by the bidders shall be accurately filled in figures and words, so there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the bidder in words shall be taken as correct. If any discrepancy is found in the percentage quoted in percentage excess/less and total rate quoted by the bidder then percentage will be taken as correct. The percentage quoted in the bid without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The bidder will write percentage excess or less, up to one decimal point only. If he writes the percentage excess or less up to two or more decimal points, the first decimal point shall only be considered without rounding off. Where the bidder has omitted to quote the rates either in figures and words, the Officer opening the bid should record the omission.

If the bidder is not willing to accept the amount so fixed in the above manner and declines to execute the work then the bills for percentage rate bids shall be prepared at the estimated rates for individual items only and the percentage less shall be subtracted from the gross amount of the bill.

The bid should be written legible and free from erasures overwriting or correction of figures and words and all overwriting should be neatly scored out and rewritten and corrections whenever unavoidable should be done by writing over the dated initial of the bidder.

22. In accordance with Section 194© of The Income Tax Act 1961, 2% (two percent) of the gross amount of the bill followed by Surcharge and Education Cess (as admissible) shall be deducted towards Income Tax from the bills payable to the bidder. The bidder shall have to furnish true copy of PAN Card issued in accordance with the provisions of The Income Tax Act 1961 along with the bid.
23. The bidder shall have to furnish the complete postal address of his address of his Registered Office as well as Site Office for making all future correspondences. Any notice or instructions to be given to bidder under the terms of the D.T.C.N/ Agreement shall be deemed to have been served upon him if and only if dispatched by Registered Post in the address of his registered office / site office or in the mailing address last provided by him.
24. Labour Cess as admissible shall be deducted from the gross amount of the bill payable to the bidder.
25. The bid containing extraneous conditions not covered by the invitation notice are liable for rejection and quotations should be strictly in accordance with the bid invitation notice. Any change in the wording will not be accepted.
26. Conditional bids will not be taken into consideration.
27. On no account, whole or any part of the contract work shall be sublet / off loaded to surrogated executants or transfer be made by execution of a deed of Power of Attorney (hereinafter called as

'subletting') without prior written approval of the competent of the Department. In such an event the arrangement may be rescinded. The bid accepting authority shall keep the following points in view in the event of grant of such permission for subletting. Wherever such approval is granted, the bidder shall not be relieved of any obligation or duty or responsibility, which he undertakes under the Agreement.

- (i) Subletting shall be permitted only in exceptional cases and for recorded reasons as to why the Contractor himself can not directly run the Contract.
- (ii) In all cases, Sublette shall be a Contractor of the same or higher capacity or class as the original Contractor.
- (iii) Sanctioning authority shall see the qualifying criteria of the bid including the filled in Proforma annexed vide ANNEXURE 'C' of DTCN, so as to assess the capability of the Sublette.
- (iv) Sanctioning authority shall also see the terms and conditions of the agreement between the Contractor and the Sublette in order to satisfy himself that the Contractor is not subletting the work for carrying a middleman's profit.
- (v) It shall be observed at the time of subletting that the Government will not be put to any loss on account of substandard execution due to compromise in the quality of work and materials.

28. Letters etc. found in the tender box raising and lowering the rates or dealing with any point in connection with the item rate bid will not be considered.

29. Schedule of Quantity accompanies the bid invitation notice : It shall be definitely understood that the Government do not accept any responsibility for the 'correctness and completeness' of this schedule and this schedule is liable for alternations or omissions, deductions or addition as set forth in the conditions of contract and such omissions, deductions, additions or alternations shall in no way invalidate / validate the contract and no extra monetary compensation will be entertained.

30. The authority reserves the right to make such increase or decrease in the quantity of items of works mentioned in the schedule attached to the bid invitation notice as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate / vitiate the contract rates. The bidder shall not be entitled for any compensation on this account except for grant of extension of time wherever considered necessary.

31. Items of work not covered by the bid invitation notice shall be paid at the prevailing schedule of rates based on actual analysis approved by the competent authorities on execution of Supplementary Agreement.

32. During execution of the work, there is every likelihood of such items of work, which do not find place in the current schedule of rates or in respect of such items, which are given in the schedule of items for which the bidder has not quoted his rates. The bidder will have to carry out these items of work. Rates of such items of work which do not find place in the current schedule of rates referred to above shall be decided by the APD Tech. of the Dist. and the decision of the APD Tech., shall be conclusive and binding upon the bidder. The payment on such items of execution shall be made on drawl of Supplementary Agreement.

33. The quantities in respect of the items for which the quoted rates are more than 212% of the estimated rates are not allowed to be varied by more than five percent. In case, it seems to exceed the limit prior approval of the competent authority should be obtained in accordance with Para 6.3.15 of OPWD Code (Vol.I)
34. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides, estimated amount, unless written order is obtained from the Engineer-in-charge and rates settled and supplementary agreement drawn before the extra item(s) of work are taken up.
35. The work may be spitted up and distributed among several Agencies if considered necessary on the exigency of the circumstances of the work and the bidder is not entitled to any compensation on this account.
36. The bidder who undertakes execution of work through labour, should produce valid license from licensing authority of Labour Department (labour license) before drawl of agreement/ execution of work.
37. In every case in which by virtue of the provisions of Section 12, sub-section (I) of the Workman's Compensation Act, 1923, Government is obliged to pay compensations to a workman employed by the contractor in execution of the works, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under Section (I) sub-section (2) of the said Act; Government shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government may not be bound to contest any claim made against them under Section 12, sub-section (I) of the said Act except on the written request of the contractor and upon his giving to Government full security for all cases for which Government might before liable in consequence contesting such claim.
38. Bidders are required to abide by the fair wages clauses as introduced by Government of Orissa and will not pay less than the Fair Wages fixed by Government to the labourers engaged by him for the work. In case of any complaint by the labourer about the non payment of his wages as per the prevailing Minimum Wages Act, the B.D.O. shall have the right to investigate and if the bidder is found to be default, the Block Development Officer may recover such amount due from the bidder and pay such amount to the labour directly under intimation to the local Labour Office of the Government. The decision of the Block Development Officer is final and binding up on the bidder. An undertaking to this effect is annexed herewith vide ANNEXURE 'B'.
39. The bidder will have to submit the Block Development Officer, Baripada monthly return of labour both skilled and unskilled employed by him in the work. The bidder should keep himself in touch with the Engineer in charge for smooth execution of the work and arrange adequate labour depending on the workload and working space available. No claim for detention of labour on any account will be entertained.

40. Any damaged cause to the work due to 'any cause' whatsoever during execution, the bidder will make good until it is handed over to the Department in complete shape. Any cause shall mean and include 'National Calamities' of all kinds.
41. The bidder shall have to abide by the C.P.W.D. Safety Code Rules introduced by the Govt. of India Ministry of Works, Housing and Supply vide order no. 44150 dt. 25.1.1957.
42. All preliminary works such as GSTs, mixing platform etc. are to be done by the bidder at his own cost. No payment will be made for benchmarks, level pillars, profiles, benching and leveling the ground wherever required. The rates to be quoted should be for finished item of work inclusive of carriage of all materials and incidental items of works.
43. After the work is finished all surplus materials & debris should be removed 100m. clear away from the site of the work. Preliminary work such as GSTs, mixing platforms etc, should be dismantled and all materials removed from the site and premises be left neat and clean and this should be inclusive of the rates.
44. In view of the addendum to the conditions of contract, vide Works Department Circular No. 24716 Dt. 24.12.2005 the existing / relevant provisions incorporated in this DTCN/Original standard F2 Agreement stands modified to the extent as detailed herein below. This addendum shall be conclusive and binding upon the bidder and shall form part of the Agreement.

Time Control.

A. Progress of Work and Re-scheduling Programme.

- i) The Block Development Officer shall issue the letter of acceptance to the successful bidder. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.
- ii) Within 15 days of issue of the letter of acceptance, the bidder shall submit to the Engineer-in-charge for approval of a programme commensurate to clause no. (ii) showing the general methods, arrangements and timing for all the activities in the work along with monthly cash flow forecast.
- iii) To ensure good progress during the execution of the work the bidders shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $\frac{1}{4}$ the whole time allowed under the contract has elapsed, $\frac{1}{2}$ th of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}$ th of the whole of the work before $\frac{3}{4}$ th of the whole time allowed under the contract has elapsed.
- iv) If at any time it should appear to the Engineer-in-charge that the actual progress of the work does not confirm to the programme to which consent has been given, the bidder shall produce, at the request of the Engineer-in-charge, a revised programme showing the modifications to such programme necessary to ensure completion of the work within the time prescribed for completion. If the bidder does not submit an update programme within this period, the Engineer-in-charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted. An update or the programme shall be a programme showing the actual progress achieved on each activity and the effect of

the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

- v) The Engineer-in-charge's approval of the programme shall not alter the bidder's obligations. The bidders may revise the programme and submit it to the Engineer-in-charge again at any time. A revised programme is to show the effect of Variations and Compensation Events.

B. Extension of the Completion Date.

The time allowed for execution of the work as specified in the contract date shall be the essence of the Contract. The execution of the work shall commence from the 15th day or such time period as mentioned in Letter of Award after the date on which the Engineer-in-charge issues written order to commence the work or from the date of handing over of the site whichever is latter. If the bidder 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 Deposit and Performance Guarantee/Security Deposit absolutely.

As soon as possible after the contract is concluded the bidder shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The chart shall be prepared indirect relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-charge and bidder within the limitations of time imposed in the contract document, and further to ensure good progress during the execution of the work, the bidder shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

In case of delay occurred due to any of the reasons mentioned below, the bidder shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-charge 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 bidder taking steps to accelerate the remaining work and which would cause the bidder to incur additional cost, or
- (vii) Any other cause, which in the absolute discretion of the authority mentioned, in Contract date is beyond the bidder's control.

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

(viii) 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 bidder by the Engineer-in-charge in writing, within 3 (three) months of the date of receipt of such request. Non-application by the bidder for extension of time shall not be a bar for giving fair and reasonable extension by the Engineer-in-charge and this shall be binding on the bidder.

C. Compensation for Delay.

If the bidder fails to maintain the required progress in terms of Clause "A" (Time Control) or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the APD Tech. (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the remains below that specific in Clause "A" (Time Control) or that the work remains incomplete.

This will also apply group of items for which a separate period of completion has been specified. Compensation @ 1.12% per month of delay of work to be computed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Bid Value of work or to the Bid Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the bidder under this or any other contract with the Government in case, the bidder does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause "E" (Management Meeting) the amount shown against that milestones shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the bidder. However, if the bidder catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the bidder fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

D. Management Meetings

Either the Engineer or the bidder may require the other to attend a management meeting. The business of a management shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken

is to be decided by the Engineer either at the management meeting or after the management meeting and should be stated in writing to all who attended the meeting.

45. In case of delay in acquisition of land/handing over possession of work site no compensation will be admissible but extension of time will be allowed if applied in the proper format.

i) The measurement for armoring stone shall be recorded at two stages i.e. the weight of each stone will be recorded before dumping. The area so dumped should be justified by level section measurement and payment shall be admissible in the lowest of the two weighments.

ii) The bidder will arrange the permit for the forest/ Revenue Department for quarrying of materials if necessary at his own cost.

46. If a bidder removes any Govt. Material or stores supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of the contract be liable to pay penalty equivalent to five times of the price of the material in stock. The penalty so imposed shall be recoverable at any time from the sum that may be due than or at any time thereafter become due to the bidder or from his security deposit or the proceeds of sale thereof. The bidder will responsible for the misuse, loss and damage due to any reason whatsoever on any materials of the Department supplied to him for execution of the work. In case of loss damage or misuse of the departmental materials issued to him recovery at the rate at that time (i.e. market rate or the issue rate of the Department which ever will be more) will be deducted from the bills or his other dues.

47. Over and above these condition including the technical specification the terms and condition rules and regulations and specifications laid down in Odisha detail Standard & Specification Code are also binding upon the bidder.

48. In accordance with Works Department circular no.15446 dt 1.08.2005 the intending bidder shall have to furnish the following information in the proforma enclosed here with vide ANXETURE 'C' duly certified by the Executive Engineer or the competent authorities under whom he has executed the works in order to judge his past performance. The bidder shall have to furnish a declaration in a separate sheet regarding conviction/imprisonment for an offence involving moral turpitude. In the absence of such vital information the bid shall be finalised in accordance with merit.

The onus of establishing a credential solely lies with the bidder. The Department shall in no way be held liable for creating credentials so motto from the official records but to examine the authenticity of the credentials furnished by the bidder along with the bid.

49. No Relationship certificate

The bidder shall have to furnish a certificate along with the bid to the effect that he is not related to any Officer in the rank of an Asst Engineer and above in the state PWD or Asst. Secy. and above in the Water Resources Department. If the fact subsequently proves to be false the contract will be rescinded the earnest money and the total security will be forfeited and he shall be liable to make good the loss or damage resulting from such cancellation. The proforma for no relationship certificate is enclosed herewith vide ANNEXURE 'D'.

50. The bidder shall sign as a token of final acceptance of the plan, sections and agreements for the work prior to take up the work for execution.

51. The bidder has to supply necessary labour and materials for the purpose of alignment laying whenever required at his own cost.

52. The bidder has to arrange necessary tools and plants, vehicles, machineries such as pumps, road rollers etc required for the efficient execution of work at his own cost. The running charges of such plant and cost of consumables and conveyance are to be borne by the bidder. The bidder shall have to furnish a list of T&P, vehicles, machineries, which he owns in the proforma enclosed herewith, vide ANNEXURE 'E'.

53. In the event of delay in supply of departmental materials and supply of design reasonable extensions of time shall only be granted on the application of bidder. No claim for monetary compensation will be entertained under any circumstances.

54. Under no circumstances, interest shall be chargeable for the dues or any additional dues, if any payable for the work.

55. Protection against flood.

In case of flash and untimely floods in the river during the period of execution resulting in overtopping of coffer dam and flooding area, the bidder shall make his own arrangement at his cost to shift the machineries, equipments, materials, labour and departmental machineries if hired by the bidder to a safe place. The work shall have to be resumed after receding of floods and necessary strengthening of coffer dam and the bidder at his cost will do dewatering. The department may consider extension of time for completion of the work if the discontinuance of the work is beyond all reasonable attempts of the bidder to such eventualities.

The debris, sand and other materials accumulated in the working area during flash floods or regular floods in the monsoon shall be removed by the bidder as required for continuing the work at his own cost. By any chance, if any excavated portion that could not be filled with concrete by the bidder, gets filled up during monsoon period with earth such removal will not be paid further. The bidder will have to excavate the same at his own cost.

It shall be distinctly understood that it is entirely the responsibility of the bidder to make such arrangements as may be required from time to time to protect the men, machinery materials and the work under progress and the work for which the measurements were recorded and payment made, against damages either during working season or during the flood season. The Department accepts no liability, what so ever for any damage or loss of men, materials, machinery and the work if such hindrance is caused to the progress of work.

The bidder should provide at his own cost adequate protective measures to the completed works at the end of working season or work in progress against the probable flood during monsoon till completion and handing over the entire work.

56. During excavation of cut-off trench, centring shuttering cost and carriage of materials including all taxes to be borne by the bidder. Only the designed sectional quantity will be paid. Dewatering from the foundation trench including hire and running charges of pump will be borne by the bidder.

57. Dewatering from the foundation for bridges, culverts, buildings, canal structure, river training, work sites etc and watering for consolidation in roads embankments whenever necessary during execution will have to be done by the bidder and no extra payment will be made on that account. The term 'dewatering' shall mean and include the execution or operation of these items due to standing water as well as due to percolation water.

58. Earth work

A) The earth work quantity will be assessed from cross sections taken at suitable intervals as decided by the Engineer-in-charge. Initial levels will be taken with reference to the benchmark, which should be kept at site till finalization of the contract. Both the parties to the contract should sign the initial cross sections before starting the work. Final level is to be taken and recorded in level book after completion of the work in all respect and the bidder is to sign the final levels recorded by the Department in token of acceptance of final measurements. The plotting of final levels should also include initial level, designed level and executed level in three distinct indelible ink. At the time of recording of such level by the Department, the bidder shall have to deploy his qualified Engineers, so as to assist him to witness the levels.

b) Payment for earth in banking by section measurements, will be made deducting 12.5% (twelve and half) and 5% (five percent) towards settlements if measurements is taken before monsoon and after one monsoon respectively.

c) If final measurements of earth is taken after two successive rainy seasons and after due settlements of earth work, minimum settlements allowance will be deducted on actual observation by the Engineer in charge.

d) Borrowing of approved type earth and disposal of cutting earth are at the cost and risk of the bidder. The Department is no way liable for any damages caused to any individuals nor any extra payment shall be made to the bidder.

e) Earth work beyond the required design section will not be paid.

f) Earth available from cutting sections should be utilised in filling section.

g) The earth work includes all leads, lift and delfts including conveyance by all means i.e, by manual, mechanical or both.

h) Regular reliable borrow pits witness are essential for maintenance for which the bidder shall be responsible. If he fails to make or maintain borrow pits and witness in the reliable manner to the satisfaction of the Engineer in charge, the later may at his option re-ensure the cubic contents of the earth on embankment and deduct from the bill of the bidder such percentage which may be judge towards shrinkage settlements and also be in such adjustment as he thinks fit considering all leads and payments be made in the event of entertained by the Department on the curtailment of earth work extra leads and lifts.

59. Specification for Breach closing works in river Embankments:

A) Before breach closing the scour pocket filled with water should be dewatered and dried. The seat of the embankment should be ploughed 8" deep before earth is put in for which no extra payment will be made.