**ODISHA UNIVERSITY OF TECHNOLOGY AND RESEARCH**

**Techno Campus, Ghatikia, P.O. MahalaxmiVihar\**

 **BHUBANESWAR -751029 ODISHA,INDIA**

**INVITATIONS FOR BIDS (IFB) TENDER CALL NOTICE NO.**

The Registrar, OUTR, Bhubaneswar invites percentage rate bids in sealed cover in conformity with detailed Tender Call Notice to be eventually drawn up in state PWD Form P1 Contractor for the execution of Civil works as detailed in the table below from contractors registered with state government contractors of equivalent grade/class registered The Registrar, OUTR, Bhubaneswar invites percentage rate bids in sealed cover in conformity with detailed Tender Call mentioned against the work, on production of deﬁnite proof from the appropriate authority. The bidders may submit bids for the following works as per the eligibility:-

Sl no Name of the work Value of work EMD Class of Contractor Cost of paper period of completion

1 Repair to the Laboratory Rs 9,37,775 / Rs10000/ C and D Rs 4000 / 30 Days

 Building A,B,and C Block

 (such as applying Sikadur

 Combiflex of Sika product

 For joint and crack of expantion

 Joint) of OUTR,BBSR for 2023/24

1. The Sale and receipt t of the bid document can be downloaded from university website :cet.edu.in/outr.ac.in and shall start from 10.00 Hrs**17.07.2023** and close on **02.08.2023**.
2. The Bids will be opened on **03.08.23** in the oﬃce of the undersigned at 11.00 A.M.
3. Place of submission of documents - Registrar, OUTR, Mahalaxmi Vihar, Ghatika, Bhubaneswar-751029

 04. An Aﬃdavit/ Registration Certiﬁcate/ PAN Card/ GST Shall be furnished by the bidder along with the tender paper about the authentication of tender documents including bid security such as EMD, cost of tender papers. A declaration will be made in the aﬃdavit that, the bidder has not been black listed by the competent authority and his licence is valid. Bid submitted without deposition of aﬃdavit is liable for Rejection.

05. Additional Performance Security shall be deposited by the bidder when the bid amount is less than the estimated cost put to tender. In such an event the bidders who have quoted less bid prices/ Rates than the estimated cost put to tender shall have to furnish the exact amount of diﬀerential cost i.e., estimated cost put to tender minus the quoted amount as additional performance security in shape of national savings certiﬁcate/ Post oﬃce savings bank account/ Post Oﬃce Time deposit account/ Kisan Vikas Patra/ Term Deposit receipt of schedule bank duly pledged in favour of Registrar OUTR, Bhubaneswar in the sealed envelope along with the bid at the time of submission of bids. Bid submitted without deposit of required additional performance security is liable for rejection.

1. The authority reserves the right to reject any or all the bids without assigning any reason thereof.
2. Other details can be seen in the detailed tender call notice.
3. If any queries, please contact to Civil Engineering Office Room No. D-218 of OUTR during the office hours only.

**Registrar**

**OUTR, Bhubaneswar**

Memo No. Dated .

Copy Submitted to the Hon’ble Vice Chancellor, OUTR, Bhubaneswar for information and necessary actions.

**Registrar**

**OUTR, Bhubaneswar**

**ODISHA UNIVERSITY OF TECHNOLOGY & RESEARCH, BHUBANESWAR**

DETAILED TENDER CALL NOTICE

**TENDERSCHEDULE**

### NAME OF THE WORK : REPAIR TO THE LABORATORY BUILDING “A”, “B” AND

###  C” ( Such as applying Sikadur Combiflex of Sika Product for Joint and Crack of

###  Expansion Joint) of OUTR, Bhubaneswar – 2023-24

**APPROXIMATE COST: RS. 9,37,775/- (RUPEES Nine Lakh Thirty Seven Thousand Seven**

**Hundred Seventy Five only)**

Date of sale and receipt of Tender Paper will start from **17.07.2023**to

**02.08.2023**during office hours in Office of the Registrar, OUTR,

Issued to Contractor on payment of Rs.

Vide receipt No. Date

(Each page is to be signed and corrections are to be initialed by the tenderer)

##  REGISTRAR ,OUTR

### OFFICE OF THE REGISTRAR, OUTR. BHUBANESWAR.

**DETAILED TENDER CALL NOTICE**

1. Sealed tenders are invited on behalf of Odisha University of Technolgy& Research from contractors registered with Central Govt. *I*M.E.S.*I* Railway for Execution of the following work :-.

Repair to Laboratory building, A Block, B Block, C Block (Such as applying Sikadur combi ﬂex of Sika product for joint and crack of Expansion joint) at OUTR, BBSR for 2023-24.

The last date of sale and receipt of tender paper **02.08.2023**upto 3.00 PM.

The agreement will be drawn in the prescribed P1 contract form of the Department the detailed call notice forming a part of it.

The work is estimated to cost **Rs 9,37,775/-**

The Contractors registered with Government of Odisha in Class & Class

in possession of a valid certificate of registration are eligible to tender for the work. Besides, contractors are instructed that tenders containing any deviations from the contractual terms and conditions specification or other requirements will be rejected as non-responsive. Award is to be made to the lowest responsive tender and who meets the appropriate standards of capacity and financial sources.

#### Alternate tenders are not acceptable.

1. **Purchase of Documents:**

The tender document will be made available for sale in the Office of the Registrar, OUTR, from the date **17.7.2023to 02.08.2023** up to 3.00 PM. During office hours. Application for tender documents shall be accompanied by Rs **4000/-.** per set which is required for submission of tender towards cost of the documents in the shape of cash. The cost of documents will not be refunded under any circumstance. No tenderers will be permitted to furnish their tenders in their own manuscript papers. Tenderers must submit tender in sealed covers quoting the name of the work. The tenders downloaded from the internet shall be accompanied by a demand draft of **Rs. 4000/-**drawn in favour of the Registrar, OUTR, Bhubaneswar payable at Bhubaneswar towards the cost of the tender paper, failing which the tender will be rejected.

1. For a particular work a bidder can submit only one tender paper and submission of more than one tender paper by a bidder for a particular tender will be liable of rejection of all such tender papers.

Tender papers are strictly non-transferable.

#### Earnest money deposit:

Earnest money Deposit of **Rs.10,000/- for** the entire work must accompany with each tender paper. This deposit shall be in shape of N.S.C./Postal time deposit account *I* fixed/ term deposit receipt of scheduled Bank & KV.P duly pledged in favourof the Registrar, OUTR, Bhubaneswar . No other form of earnest money deposit is acceptable. Tender not accompanied with earnest money deposit shall be rejected as non-response. If during the tender validity period the tenderer withdraw his tender, the earnest deposit shall be forfeited. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of O.P.W.D. Code. The earnest money of the successful tenderers except the three lowest tenderers shall be refunded as applicable. The EMD given by the other two tenderer shall be refunded within 15 days after acceptance of tender and drawal of agreement.

#### Plans &Specification:

The Plans & specifications and conditions for the work can be seen in the Office of the Registrar, OUTR, Bhubaneswar, during the Office hours on all working days. The contractor shall sign as token of final acceptance of plans, specifications and agreement for the work prior to taking up work for execution.

#### Submission of Tender:

Tenderers must quote percentage rate for the entire work to be included in the contract and tenders containing indefinite terms will not be considered.

The tender must be submitted in a sealed cover. The sealed tender package must be super-scribed with the name of the work.

The tenders will be received by the Registrar, OUTR, Bhubaneswar from the date

**17.7.2023 to 02.08.2023** up to 3.00 PM. during office hours. Tenders received late on any account or any reason whatsoever will be returned to the tenderer unopened. Telegraphic tenders will not be entertained.

#### Method of Tendering:

If the tender is made by an individual it shall be signed by the individual above his full name and current address. If the tender made by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

If the tender is made by a partnership firm, it shall be signed by all the partners of the firm above their full names and current address, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed, Current address of the full names and the current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited company or a limited corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney .shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the tender is made by a group of firms the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in lay in respect of the authority assigned to such firm on behalf of the group of the firms for tendering and completion of the contract document. The full information & satisfactory evidence pertaining to the participation of each member of the groups of firms in the tender shall be furnished along with the tender.

All witnesses and surities shall be persons of status and probity and their full names, occupation and address be stated below their signatures.

The tenders shall be accompanied by true copy of GST clearance certificate or non- assessment certificate from Sale Tax Officer of the Circle and PAN card. All signatures in the tender documents shall be linked and dated.

All tenderes should inspect the work sites before quoting their percentage rates. They should also inspect the quarries and satisfy himself about the quality and availability of materials, which must confirm to the relevant specification. Complain at future date about the non-availability of materials at quarry will not be entertained.

#### Sufficiency of Tender:

The tenderer shall be entirely responsible for the sufficiency of the percentage rates quoted by him in his tender till completion of his work.

#### Stating of Percentage rates:

In percentage rates contract s the schedule of quantities shall mention estimated rate of each item and amount thereto. The tenderer has to mention percentage excess or less over the estimated cost (in figures and words) in the prescribed format appended to the tender document. The tenderer participated in the tender for more than one work will offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declare and recorded first. The rebate offered shall be considered after opening of all package called in the tender notice., The tenderer who wish to tender for two or more work shall submit separate tender for each. Each tender shall have the name and number of the works to which they refer, written on the envelope.

In the percentage rate tenders, only percentage quoted shall be considered. Percentage quoted by the tenderer shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the tenderer 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 tenderer then percentage will be taken as correct. The percentage rate quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The tenderer will write percentage excess or less up to two decimal point only,Ifhe writes the percentage excess or less.

upto three or more decimal point the first two decimal points shall only be considered without rounding off. Where the tenderer has omitted to quote the percentage rates eitherinfiguresorinwords,theofficeropeningthetendershouldrecordtheomission.

#### Tender ValidityPeriod:

The Tender shall be valid for a period of **90** days from the date of opening . of tenders which may be extended with the consent of tenderer.

#### Opening ofTenders:

Tenders will be opened by The Registrar, OUTR, Bhubaneswar on **03.08.2023at**

**11.00 AM**. in the presence of the tenderers or their authorized representative who choose to be present.

If any of the tenderers or their agents are not present, the Registrar, OUTR, Bhubaneswar, will on opening the tender of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over his signature. such a list shall then be binding on the absentee tenderer.

The Registrar, OUTR, Bhubaneswar will on opening each tender, read aloud and record the name of the tenderer and percentage rates of each items. He shall also read aloud the attested and unattested correction and shall record the number of such corrections on each page of the tender document over his dated initial and also initial all such corrections.

#### Evaluation of Tenders:

The tenders will be verified for' accuracy in the numerical calculations. Any tender with arithmetical mistakes will be corrected on the basis of the quantities of work given in the tender form and unit price quoted by the tenderer.

In case of tenders where the percentage rate increases / decreases of price appear unrealistic such tenders will be considered as unbalanced & incase the tenderer is unable to provide satisfactory explanations, the authority reserves the right to disqualify such tenders.

#### Successful Tender:

The work will be awarded to the most suitable and responsive tenderer. The tenderer whose tender is accepted shall forth with upon intimation given to him in writing about acceptance of his tender makes an initial security deposit as will be intimated within 7 days of such intimation and sign the agreement on PWD form No. P1 for the due fulfillment of the contract in the office of the Registrar, OUTR, Bhubaneswar.

In case failure by the contractor to deposit performance security (ISO) or to enter in to the agreement, the EMD for the tender will be forfeited.

#### Certificates withTenders:

The tender should be accompanied by true copy of PAN card, GST clearance and no relationship certificate. The original certificates are to be shown at the time of drawal of agreement. In the event of non production of certificates the tender is liable for rejection.

The contractor has to furnish certificate along with the tender to the effect that he is not related to any officers in the rank of an Asst. Engineer and above in the State P.W.D or Asst. Secretary and above in the Department

#### Security for Performance:

The successful bidder has to deposit initial security @ 2% of the bid value which includes EMD.

The security deposit less any amount due shall be returned to the contractor after the defect liability period (one year) is over and subject to the Certificates that no liability attached to contractor subject to payment of final bill.

#### Notes and instructions:

The contractor shall furnish the postal address of his site Office. Any notice or instruction to be given to the contractor under the terms of the contract shall be deemed to have been served fit if it has been delivered to his authorized agent or representative at site, or sent by registered letter to the site Office or the address of the firm last provided by the contractor.

#### Modifications:

The Engineer in charge may order modifications at any time before the completion of the work, No modification shall be made unless so ordered.

For all modifications the Engineer-in-charge will issue revised plans of written instructions, or both.

#### Construction Programme:

The work is to be completed in all respect with in**30 days** from the date of issue of work order. The contractor is required to maintain a certain rate of progress specified in the contract. The contract can also be terminated with penalty when the progress of work is not as per the conditions of contract. Tenderers whose tender is accepted must be submitted a programme of work immediately after of issue of work order for approval of Engineer-in-charge. The contractor shall submit a detailed month wise/year. wise construction programme including quarterly requirements of materials to be supplied by the Government, within fifteen days of the notice to proceed with the work. This programme may be received and revised every year / month at the beginning of the working season.

#### Reference Marks and Bench Marks:

The basic center lines, reference points and benchmarks will be fixed by the Department. The contractor shall establish at his cost, at suitable points, additional reference lines and bench marks as may be necessary. The contractor shall remain responsible for the sufficiency and accuracy of all his benchmarks and reference lines. He shall take precaution to see that the lines, point and bench marks fixed by the Deptt. are not disturbed by his work and shall make good the damage.

#### Tools and Duties:

The contractor shall, unless otherwise specifically provided in the contract pay all duties, tools, quarry fees, royalties and taxes on an materials and articles that he may use.

#### Specifications:

The work will be executed as per detailed standard specification of Government of Odisha or Indian Standard Specifications. Over and above these conditions including the Technical specifications the terms, conditions, rules and regulations and specifications laid down in I.S.I. code are also binding on the part of the tenderer.

#### Splitting of works:

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

#### Compensation:

No compensation on account of idle labours will be allowed.

In case of delay in supply of Department materials no compensation will be admissible. The contractor is to adjust the programme of work accordingly.

Before tendering for the work the tenderer should carefully examine the quarries for availability of materials in sufficient quantity and the roads for conveyance. The department will in no case be responsible for misjudgment of the quarries as to the availability of materials and the leads Approach roads both to the quarry site and to work site are to be constructed and maintained (if necessary) by the contractor & no extra payment will be made on account of these, No compensation shall be payable for stoppage of work due to reasons like breakdown of machinery, failure of power supply and road accidents and strikes.

#### Mode of Payment:

The measurement of work will be done after the works is found satisfactory as per specifications. 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 subtracted from the gross amount of the bill.

#### Delay in payment of Bills:

In case of delay in payment of bills for any bonafied reasons no interest is payable to the contractor.

#### Safety Standards:

In all his operations and activities, the contractor shall adhere to standards of safety enumerated in the I.S. Code and guide nos. and such other codes, standards. Acts and laws relevant to his works and related to operations.

#### Tools, Plants and Equipments:

The contractor shall provide at his own expenses all tools, plants and' equipments required for execution of the work.

#### Machinery and Equipments:

The Department is under no obligation to issue any equipment or machine to the contractor for the purpose.

However; if at any time during the currency of the contract the contractor requires any machine or extra equipmentsor service facilities, in the possession of the Department which can be spared to him without prejudice to the interest of the Department, those may be issued to the contractor on recovery of necessary hire of other charges as may be determined as per rules in vogue of the Department or as may be fixed by the Engineer-in-Charge.

The hire charges of the machines will be recoverable from the amount due to contractor progressively. The hire charges as fixed by the Department will be binding on the contractor. A statement showing the details of machinery and equipment which can be hired out to the contractor and rates of hire charges for each type of machine is enclosed.

Running and maintenance cost will, be borne by the contractor. The contractor should return the machinery in good and running' condition to the Departments and when required by the Department. Otherwise the cost of repair will be recovered from his bill plant and machinery when supplied shall be made over and taken at Department equipment stores at …………………………………………………………... and the contractor shall bear the cost of their carriage from the shed to the site of work andback.

The contractor shall be responsible to return the plant and machinery in the same condition excluding normal ware and tear in which it was handed over to him and shall be responsible for all damages caused to the said plant and machinery at the site of work or elsewhere when in operation of otherwise or during transit including damage to parts and for which it was issued. The Engineer-in-Charge shall determine the liability of the contractor.

The plant and machinery as stipulated in the agreements will be issued as and when available and if required by the contractor The contractor shall arrange his programme of work according to availability of the plant and machinery and no claim what so ever will be entertained from him for any delay in supply by the department.

The hire charges shall be recovered at the percentage rate fixed by the Engineer-in- Charge from and inclusive of the state of the plant and machinery and moreover up to and inclusive of the state of its return even though it may not have been working for any cause except for major break-down not arising on account of negligence of the party hiring the machinery. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any part of machinery gets out of order requiring major repairs, in case of any disputes in this regard the decision of the Addl. Chief Engineer shall be final.

The hire charges are for each day of 8 Hours inclusive of one hour launch break of part thereof. The hire charges include service of operating staff as required and supply of lubricating oil and stores for cleaning purpose power, fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also full time choukidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who be full responsible for the guard and security of the plant and machinery.

The contractor shall on or before supply of the plant and machinery sign the agreement identifying the department against any loss or damage caused to the plant and machinery either during transit or at site of work, which will be his risk.

Ordinarily no plant and machinery shall work for more than 8 hours a day inclusive of one hour launch break. In case of an urgent work however the Engineer-in-Charge, may at his discretion, allow the plant and machinery to work for more than normal period of 8 hours a day in that case the hire charges for overtime to be borne by the contractor which shall be 60% more than normal proportionate hourly charges (1/8 of daily charges) subject to minimum of half day normal charges on any particular day. For working out hire charges for overtime a period of half an hour or more will be treated as one 'hour and a period of less than half an hour will be ignored.

The contractor shall release the plant and machinery every 10th day for periodical servicing and washing which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing.

#### Minimum Wages:

The contractor shall abide by the fair wages introduced by Government from time to time and not pay 'less than the fair wages fixed by Government to the labourers engaged by him in the work.

The Department will not take any responsibility if any legal action is taken by the labour department for action of the contractor in contradiction to the minimum wages Act.

#### Accidents:

This shall be the responsibility of the contractor to protect against accidents on the works. He shall indemnify the Government against any claim for damage or for injury to persons property resulting from the accident in course of work and also under the provision of the workmen's compensation Act.

On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty four hours of such accidents report in writing to the Registrar, OUTR the fact stating clearly and in sufficient details the circumstances of such accident arid the subsequent action. All other accidents on the works involving injuries to persons of damage to property other than that of the contractor shall be promptly reported to the Engineer-in-charge stating clearly in sufficient details to the facts and circumstance of the accidents and the action taken.

In all cases the contractor shall indemnify the Government against for all losses or damages resulting directly or indirectly. In case of contractor's failure (to report in the manner aforesaid), this includes penalties or fines any payable by Government as a cause of failure to give notice under the workmen's compensation Act of failure to conform to the provision of the said Act, in regard to such accidents, the contractor has to bear them full.

In the event of an accident in respect of which compensation may become payable under the workmen's Compensation Act VIII of 1923 including all modifications there to whether such compensation may become payable by the contractor or by the Government as principal employer the Engineer-in-Charge may retain out of money due and payable to the contractor such sum, or sums of money as may, in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of award from the labour Commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

#### Jurisdiction of Court:

That for the purpose of jurisdiction in the event of dispute if and the contract should be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract or agreement will be competent to bring a suit in regard to the matters covered by the contract at any place outside the State of Odisha, especially beyond Cuttack and Bhubaneswar.

#### Shoring and Shuttering:

The shoring and shuttering works as and when required will be done by the contractor and the shuttering materials are to be arranged by him at his own cost.

#### Model rules for Labours:

The contractor shall provide suitable accommodation Medical aid, security, supply of controlled commodities, supply of drinking water and usable water to his labourers at his own cost.

#### Old Curiosities:

All old curiosities, relics, coins, minerals and other items of archeological importance found in excavation or pulling down shall be the property of the Government and shall be handed over to the Engineer-in-charge, During any structure to be uncovered, the Engineer-in-charge's instruction shall be obtained before its demolition or removal.

#### Engineer's Decision:

It shall be accepted as an inseparable part of the contract that in matters regarding materials Workmanship, removal of improper work, interpretation ofthe contract drawings and contract specifications, the decision of the Engineer-in-charge, which shall be given in writing, shall be final and binding on the contractor.

The Engineer-in-charge, final authority applies to technical consideration & does not include decision regarding sums due to or from the contractor for extension of time.

#### Other Contractors:

When two or more contractors are engaged on work, in the same vicinity they shall work together in spirit of co-operation and accommodation. The contractor shall not take or cause to be taken any steps or actions that may cause dislocation, discontent or disturbances to the work labour and arrangements of other contractors, the Engineer-in- Charge shall direct the manner in which each contractor shall conduct his works so far as it affects others.

#### Removal of Contractor's Men:

The contractor shall, on the written direction of the Engineer-in-Charge remove from works, any person employed there on, who may in the opinion of the Engineer-in-Charge be incompetent or has mis-conducted himself. Such persons shall not be employed again, in the works, without the written permission of theEngineer-in-Charge.

#### Safety Provision:

The contractor shall at his own expense arrange, for the safety in his operations as required including the provisions in the safety Manual and codes. In case contractor fails to make such arrangements, the Engineer-in-Charge shall be entitled to cause them to be provided and to recover the cost thereof from the contractor.

For failure to comply with the provisions of the safety manual the contractor shall without prejudice to any other liability pay to the Government sum as decided by the competent authority.

#### During night or Sunday orHoliday:

Unless otherwise provided, non of the permanent works shall be carried out during Night Sunday or authorized Holiday without permission in writing of the Engineer-in--Charge. However when work is unavoidable or necessary for the safety of life, property, or works,

the contractor shall take necessary action immediately accordingly with the written consent of the Engineer-in-Charge.

#### Income Tax:

Deduction of income tax at source and surcharge on income tax will be made from each running account bill for the work at the rate as per Income Tax Act and as amended from time to time (Present rate 1 or 2%)

#### Other Taxes:

* + The rates quoted by the contractor shall be deemed to be inclusive of GST and CESS on all the materials that he will have to purchase for performance of this contract.
	+ The rates quoted by the contractor in the tender for works shall include GST and CESS that may be levied on turnover on works contract according to the Laws and Regulators as applicable from time to time.
	+ Deduction of GST and CESS at source will be made from each running account bill for the work at the rate of 4% and 1% prescribed in the Value Added Tax (Ammendment) Oridinance-2005 or as amended from time to time (Presently @ 4% and 1% respectively on the bill amount).

#### Observation of Laws Local regulation:

The contractor shall confirm to all laws and regulations of the land to laws of any local authority and of any water and lighting companies.

#### Subletting of the Contract:

The contractor shall not without the written consent of the Engineer-in-Charge sub-let full or any portion of the contract. Any sub letting shall in no way absolve the contractor of any of his responsibilities under this contract.

#### Inspecting of Scaffolding and Centering:

The department will have the right to inspect the scaffolding and Centering made for the work and can reject partly or fully such structures if found defective in their opinion.

#### Dewatering:

Any dewatering, if required during the course of construction will be done by the contractor.

#### Payment Certificate:

Payment for the works done by the contractor will be based on measurements recorded at various stages of the work. The contractor or his authorized agents or representatives shall be present at the time of recording of each set of measurements and shall sign the measurement book or level field book in token of his or their acceptance.

If for any reason whatsoever the contractor or his authorized agent is not available and work is suspended by the Engineer-in-Charge to avoid recording of measurements during absence of the contractor or his authorized representative, the Department shall not entertain any claim from the contractor for any loss incurred by him on this account. If the contractor or his authorized agent or representative does not remain present at the time of such measurements after the contractor has been given a three days notice in writing, such measurements may be taken in his absence and shall be deemed to have been accepted by the contractor. Payment will be made to the contractor on availability of funds. The contractor shall submit his bills for the work done to the Engineer-in- Charge after the day of completion of the work *I* part of work done. The Engineer-in- Charge shall thereafter verify the claims in the bills and arrange for admissible payment as far as possible, after deducting there from all the amounts as per terms of the contract.

On completion of the entire work, the contractor will submit his final bill. Payment of this bill shall not be considered as conclusive evidence as to the sufficiency, of any work or materials to correction of measurements to which it relates, nor shall it relieve the contractor of his liabilities arising from any defects..

All interim payment shall be treated as advance payments. All payments will be made becheques*I*draft only.

In case of each running bill the contractor will furnish a certificate in the following form.

"I certify that I accept the measurement or quantities against each item of work as entered in this bill and I have no claim whatsoever against the Governor of Odisha in respect of this contract till today".

In case of final bill the contractor will furnish a certificate in the following form.

"I certify that I accept the final measurement or quantities against each item of work as entered in this bill and have no claim whatsoever against the Governor of Odisha in respect of this contract till today".

While receiving the cheque the contractor will further certify that

Received Rs in full and final settlement of all my claims in respect

of this contract.

#### Schedule of Quantities:

The right is reserved 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 the satisfactory completion of the contract work and such increase or decrease shall in no way invalidate the contract rates. The contractor shall not be entitled to .any compensation whatsoever on this account except extension of time when considered necessary. The execution of excess quantities of items of work should be executed with written permission from the Engineer-in-Charge.

#### Sample of all materials:

The tenderer shall supply sample of al materials fully before procurement for the work for testing at Department laboratory i.e. Quality Control Division, Bhubaneswar at his cost and acceptance as may be required by the concerned Engineer-in-Charge.

#### Extra Items:

For Execution of extra items written permission should be obtained from the Engineer-in- Charge. As per the agreement condition and codal provisions the work can be taken up. Extra items of work shall not invalidate the contract. The contractor shall be bound to execute the extra items of work if the Engineer-in-Charge feels important.

If the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality current during the period when the work is being carried on and if such last mentioned class of work is not entered in schedule of rates of the locality then the contractor shall within seven days of the date of this receipt of the order to carry out the work from the Engineer-in-Charge. the rate at which he has intention to charge for such class of work and if the Engineer-in-Charge does not agree to this rate he shall give notice in writing and be at liberty to cancel his order to carry out such class of works and arrange to carry it out in such manner as he may consider advisable.

No deviation from the specification stipulated in the contract, nor shall any altered or additional or substituted work be carried out by him unless rates of the submitted or altered or additional items have been approved and fixed in writing by the Engineer-in- Charge. The contractor shall be bound to submit his claims for any additional work done during any month or before the 15th day of following month accompanied by a copy of order in writing to the Engineer-in-Charge for the additional work and the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claims within the aforesaid period.

#### As per amendment to CL-II (B) of item percentage rate P1-agreement:

"To rescind the contract (of which rescission notice in writing to the contractor under the end of the Registrar, OUTR shall be conclusive evidence) 20% of the left over work will be realized from the contractor as penalty."

#### Other clauses of P1 Agreement in case of delay in payment of bills:

Clause.2B(ii) Security -deposit of the contractor for each work will be refunded only one year after the issue of completion certificate.

#### Clause - 5

If in the opinion of the Engineer -in-Charge which shall be final & binding on the contractor occupation or utilization of a portion of the work completed in no way interferes with progress of the rest of the work, the same may be occupied or utilized by or on behalf of the Govt. undertaking the written order of the Engineer-in-Charge. This will not impose the right on the Engineer-in-Charge to get the defects if any certified by

the contractor at this (contractor) own cost within twelve months from the date of completion of the which work provided that the contractor will not be allowed any concession either in shape of extension of the stipulated period or any other monetary compensation on account of such occupation or use.

#### Clause - 8(b)

Owing to difficulty in obtaining certain materials in the open market if the Govt. have under taken to. supply the materials specified in the schedule here to annexed. There may be delay on obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and to adjust the programmeof the work so that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials.

#### Clause – 10

The Engineer-in-Charge shall have power to make any alteration in or addition to the original specification drawings, designs and instructions that may appear to him necessary or advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor for the main work. Then for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of Engineer-in-- Charge shall be conclusive as to such proportion,

#### Right to Suspend Work:

The Engineer-in-Charge may give written order direct to the contractor to suspend the work or any part thereof at such time and as long as, he may deem it desirable and the contractor shall not after receiving such orders proceed with the work ordered to be suspended until he shall have received a written notice or authority from the Engineer-in- Charge to proceed with the work. The contractor shall not be entitled .to claim any compensation for any loss he may thereby put to except for extension of time in case of resumption of work after temporary suspension.

#### Discrepancy in Drawings and Specifications:

In case of errors or commissions between the written and scaled dimension of drawings and specifications the contractor shall make reference to the Engineer-in-Charge for clarification or decision. There upon, the Engineer-in-Charge shall authenticate the documents, which shall be final. The contractor will be fully responsible for any errors in the work due to such mistake or omissions or disagreements if he fails to refer them to the Engineer-in-Charge before starting the work or the specific part of the work so affected.

#### Extension of Time:

Time shall be considered as the essence of the contract The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higherauthority.

The contractor shall request such extension within one month of the case of such delay and in any case before expiry of the contract period.

**SPECIAL CONDITION FOR TENDER SCHEDULE**

1. The work is time bound and the time limit should be strictly adhered to. If proportionate progress is not achieved suitable action as per relevant clauses of P1 contract will be taken.
2. The work shall be executed as per the relevant I.S. codes, Odisha detailed PW.D. specifications and as per the instruction of the Engineer-in-Charge.
3. The contractor should visit the site before tendering and should quote finished percentage rate taking site conditions into consideration. No extra payment in respect of any other item beyond the tendered items will be entertained.
4. The tenderers shall engage local labourers on priority basis.
5. All roads to the site required for transportation of materials are to be done and maintained by the Contractor at his own cost and responsibility..
6. Water required for the work will be arranged by the Contractor at his own cost for which no extra payment will be made by the Department.
7. Any damage to the work due to any cause whatsoever during execution will be made good by the Contractor till it is finally handed over to the Department in complete shape.
8. Dewatering whenever and wherever needed will be done by the Contractor at his own cost for which no extra payment will be made by the Department.
9. All materials required for giving profile will be arranged by the contractor at his own cost and responsibility.
10. Grubbing out roots and clearing all types of shrub jungles including kia and Ipomoea etc. if any, will be done by the Contractor for which no extra payment will be made by the Department, unless otherwise specified in the Tender Schedule.
11. AII measurements for earth work will be taken by Section measurement. The tenderer is to sign the Longitudinal Section and cross Section of existing ground level before starting the work. Final levels will be taken after completion of work in all respects. In case final levels are taken before completion of a full rainy season 12.5% of the volume shall be deducted towards voids from the volumes of earth work executed by the contractor. No settlement allowance shall however deducted if final measurements are taken after expiry of one full rainy season. For cutting Section of Canals no deduction towards any settlement shall be made.
12. Earth required for work should be arranged by the Contractor at his own cost, risk and responsibility. No pit should be dug within 50ft from the toe of the Canal banks. No earth should be borrowed from land within 30m of either side of center line of Canal. If any earth is borrowed from this area by the Contractor, twice the quantity of the borrowed earth shall be deducted from his bill.
13. The department shall not be party to any litigation arising out of procurement of earth 'from any borrow area by the Contractor for execution of work. In case of award of any compensation on this account by the Court of law the contractor shall bear the same.
14. Accessibility to work site from borrow areas is the responsibility of the Contractor for which no extra payment will be made by the Department.
15. For earth work done in any stretch but not to the designed Section, payment at 85% of agreement percentage rate shall be made.
16. Repair to rain cuts as may be needed till the work is finally handed over to the Department will be made by the Contractor at his own cost.
17. Measurement for turfing item will be done after turfs are alive and fully grown.
18. Measurement of moorum and metal will be taken on stack measurement and minimum of 12.5 % of the volume will be deducted towards voids. Payments shall however be made after spreading.
19. The metal and moorum collected should be stacked on the berm outside the road formation in regular stacks, of 1.5m x 1.5m x O.50m to be measured as 1 m3 after deducting voids.
20. Hard stone/Granite boulders collected for the work should be from approved quarry and of approved quality without any weathered skin. Measurement shall be taken on regular stacks and minimum 1/61h of the volume shall be deducted towards voids from closely packed stacks. Higher percentage of voids shall be deducted from loosely packed stacks on actual observation.
21. Materials collected should be of approved quality from the approved quarry and should be also approved by the Engineer-in-charge before measurement.
22. The watering and trufing during consolidation shall be done by the Contractor his own cost.
23. Payment for the work shall be made as and when allotment and letter of credit are received and no claim of interest or compensation on account of delay in payment what so ever shall be entertained.
24. Additional performance security shall be deposited by the successful bidders when bid amount is seriously unbalanced i.e. less than the estimated cost by more than 10%. In such an event the bidder will deposit the additional performancesecuritytotheextentofthedifferentialcostofthebidamountand

90% of the estimated cost in shape of .. post office Saving Bank Account / National Saving Certificate / Post Office Time Deposit account / Kisan Vikash Patra / Fixed / Term Deposit receipt-of Schedule Bank duly pledged in favour of Registrar, OUTR,BBSR.

1. When the bid amount is upto 10% less than the estimated cost, no additional performance security is required to be deposited. When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event the successfulbidderwilldeposittheadditionalperformancesecuritytotheextentof

1.5 times of the differential cost of the bid amount and 90% of the estimated cost.

1. If the rate quoted by the bidder is less than 15% of the tender amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But, if more than one bid is quoted at 14.99% (decimals upto two numbers will be taken for all practical purposes) less than the estimated cost. The tender accepting authority will finlised the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Registrar, OUTR / Divisional accounts Officer will remain present.
2. The quantities mentioned in Bill of Quantities are subjected to change.
3. Land required for storage of materials will be arranged by the contractor at his own cost and responsibility if departmental land is not available.
4. Hand mixed Concrete is not permissible. Concrete ingredients shall be thoroughly mixed in mechanical mixer to ensure uniform distribution of all the materials till the concrete is uniform in colour& consistency. Concrete should be vibrated with skin vibrator or pan-vibrator as per requirement, If available the Department will supply these vibrators on payment of usual hire charges.
5. Shuttering materials (frame work) etc. should be returned to the Department without any damage, if issued to the contractor.
6. Excavated materials and debris unused in the areas are to be removed from the site by the contractor at his own cost and responsibility.
7. Cement shall be used by bags and weight of one bag of cement being taken as 50kg or weight of one cubic meter of cement to be taken as 14.42quintals.
8. The contractor should have enough technically skilled persons for supervision of the work.
9. No claim for detention of labour on any account will be entertained.
10. The contractor is entitled to be paid only at the percentage rates quoted by him and entered in the agreement. If the contractor is required to do any ancillary work. for doing the main work as per the contract, it will be entirely to his account and nothing extra over and above the agreement percentage rates will be paid.
11. No claim whatsoever on account of interest will be entertained under any circumstances.
12. Borrowed earth approved by the Engineer-in-Charge should be used in the work.
13. The rate of supply must include the cost of boulders, carriage to site, all taxes and royalties including cost of delivery and labour charges for stacking at site.
14. The contractor will make his own arrangements to watch the materials at site at his own cost till the work in finally closed and handed over.
15. Utilizing moorum, metal and stones outside the specific alignment will not be taken into consideration for measurement.
16. Packed quantity will be compared with stacked quantity and minimum will be paid.
17. The quantities provided in the tender schedule are tentative and there is likelihood of variation during execution as directed by the Engineer-in-Charge. Before starting the work, the initial levels will be signed by the contractor in token of his acceptance. The final bill will be paid on level section. No extra rate will be entertained for variation in quantities .
18. Deduction for voids of 2% will be made from compacted sections of earthwork and final measurement will be taken after rainy seasons. If. no compaction is done a minimum of 12.5% for voids will be deducted from each running bill.
19. During execution of cut-off trenches, foundation etc. shoring & shuttering cost, carriage of materials including all taxes is to be borne by the contractor with dewatering from the foundation trenches including hire and running charges of pumps will be done by the contractor also.
20. lf the proportionate progress will not be shown, the contract is liable to be closed as per relevant penal clause of the P1Agreement.,
21. No claim whatsoever will be entertained for any damage caused to the work during supply of water in canal.
22. The pre-measurement of scattered and dismantled stones are to be taken prior to starting of work and to be taken to account for reuse.
23. The contractor has to make good to the damages caused to canal banks-due to carriage of materials at his own cost.
24. Where mechanical carriage is given for earthwork in embankment, if the contractor gets earth by head load instead of mechanical means, the same will be paid under the item of earthwork by head load.
25. Payment of running account bill will be made by section 85% of Gross measurement by volume of the respecting items for excavation in canal as well as filling section will be taken into account while paying a running bill when the

contractor completes any 300m at a stretch of the excavated *I* filling reach in all respect the full percentage rate pertaining to that 300m reach will be paid.

1. Recovery of Rs. 5/-(Five rupees only) will be made from empty bag for the bag of grain weighing 50 kg and Rs. 10/-(Ten rupees only) each for empty bag of grain weighing 100 kg. from contractor towards cost of empty grain bag, if not returned to the department by the contractor.
2. The contractor shall furnish an affidavit duly signed in before Executive Magistrate / Notary along with tender paper as per format enclosed in Annexure "IV" of Detailed Tender Call Notice, regarding authenticity of documents, E.M.D. in any approved shape and tender papers.
3. In case of any ambiguity between clauses of DTCN and P1 contract form, the relevant clauses of P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.
4. In case of downloaded tenders received with any addition, alternation and deletion, the approved tender documents available with the Registrar, OUTR are binding.
5. All the intending tenders shall furnish the following information in the proforma given below along with tender.
6. The authority reserves the right to reject any or all the tenders without assigning any reason thereof.
7. The selected tenderer after entering into the agreement with the SE, Prachi Division have to procure Bitumen Emuslion from the main producers such as IOCL and HPCL or ISIC and to produce the proforma invoice issued by the said companies / corporation failing which the settlement of their bills will not be entertained vide No. Fin-ES2-Misc-0023-2013-24148(4) dated 19.07.2013 of Finance Department.

**ANNEXURE-“A”**

**A F F I D A V I T**

I, Sri aged years,

son/daughter/wife o f Sri at present residing

at PO. Ps. Dist.

PIN ofhereby

solemnly affirm as follows.

1. That, I possess a valid license of Execution of works contract issued by\*

 Belongs to Class & is valid upto\*\* .

1. I am submitting tenders before the Registrar, OUTR, Bhubaneswar for execution of following works in response to Tender Call Notice No. .

1. \*\*\*

2. etc.

iii. I am swearing this affidavit that all the tender documents and accompanying papers those being submitted by me before the Registrar, OUTR, Bhubaneswar including E.M.D. in any shape are all authentic and bonafied documents in the eyes of the law of the land.

Thatthefactsstatedintheaffidavitaretruetothebestofmyknowledgeandbelief.

**Signature of Contractor**

Note :

\* - Mention the license issuing authority

\*\* - Mention the date up to which the license is valid.

\*\*\* - Mention name of works for which tender is being submitted.

**Name of the Work**

Repair to Laboratory building, A Block, B Block, C Block (Such as applying Sikadur combi ﬂex of Sika product for joint and crack of Expansion joint) at OUTR, BBSR for 2023-24.

**BOQ**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl No. | Description | Quantity | Rate | Value |
| 1 | Dismantling brick masonry under 3m height in cement mortalthe removing debris within50m lead. | 82.40lm | ₹ 1203.6 | ₹ 99,174.17 |
| 2 | Dismantling and removing RCC Slab and removing debriswithin 50m lead. | 14.42lm | ₹ 1271.76 | ₹ 18,338.64 |
| 3 | LiGing the debris materials from top ﬂoor of the building to ground ﬂoor Qty vide itemno(1) and (2) | 96.82 cum | ₹ 450/cum | ₹ 43,569.00 |
| 4 | Transportation charges the debris materials from the OUTR campus to dumping yard within mechanicalmeans. Qty vide item no(3) | 96.82cum | ₹ 276.01/cum | ₹ 26,723.28 |
| 5 | Loading and unloading thedebris materials | 96.82 cum | ₹ 73.26/cum | ₹ 7,093.03 |
| 6 | Supplying and applying Sikadurcombiﬂex SG(200x2) mm of Sika product for joint and crack of expansion joints with Sikadur 31 C apexy adhesive over a cleaned free from oil, grease, surface including cost, coverage of all materials, sundries, T and P, all labouretc complete as per direction of EIC. | 206.00rm | ₹ 3606.20/Rm | ₹ 7,42,877.20 |
|  | Total | Excluding GST  |  | ₹ 9,37,775.32 |
|  | Rate quoted Amount % Excess or Less or At par. |  |  |  |

**Signature of Contractor**