

PARALAKHEMUNDI MUNICIPALITY, PARALAKHEMUNDI.
INVITATION FOR BIDS (IFB)
BID IDENTIFICATION NO.06/PKDM-2019-20

1. The Executive Officer, Paralakhemundi MUNICIPALITY, Paralakhemundi, invites **percentage rate** bids for the following works detailed in the table from the Class of Contractors as mentioned in Col.6 of table registered with the State Governments and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of different type of Civil works. The bidders may submit bids for any or all of the works in the Table as enclosed separately.
2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.tendersorissa.gov.in.
3. Bid must be accompanied with scanned copies of financial documents towards cost of bid documents in shape of demand draft issued from any Nationalized Scheduled Bank may be prepared in the name of the **Executive Officer**, Paralakhemundi MUNICIPALITY, Paralakhemundi payable at **Paralakhemundi** separately for cost of tender paper cost of each Bid respectively as mentioned in Column.4.
4. Bids must be accompanied by scanned copies of financial documents towards E.M.D of the amount specified for the work in the table Col. 5 above, along with tender in the form of Term deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit duly pledged in favour of the **Executive Officer**, Paralakhemundi MUNICIPALITY, Paralakhemundi. **Bank Draft, Pay order or Bankers cheque from any Bank in favour of Executive Officer**, Paralakhemundi MUNICIPALITY, Paralakhemundi **shall not be considered as E.M.D. Tenders not accompanied by E.M.D. as specified above will not be considered.** No adjustment of E.M.D. from one work, to another will be entertained. Bidders desirous to hire machineries or equipments from outside the State are required to furnish 2% of the amount put to tender as Bid security.
5. The Bid documents will be available in the website: www.tendersorissa.gov.in from 10.01.2020 at 10.00 A.M. to 24.01.2020 at 5.00 P.M for online bidding.
6. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
7. Bids shall be received only “on line” on or before 24.01.2020 at 5.00 P.M.
8. Bids received on line shall be opened on 29.01.2020 at 11.00 A.M. in the office of

the **Executive Officer**, Paralakhemundi MUNICIPALITY, Paralakhemundi in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

9. After the date & time of receipt of bid is over, the original financial documents towards Bid security and Demand draft towards cost of Bid documents shall be submitted in the office of the undersigned through Register Post or Speed Post on or before **28.01.2020 at 5.00** P.M. and opening of Bid as specified at Para 08 above, during office hours on working days failing which the bid will be rejected.
10. The Engineer contractor willing to avail the Exemption of E.M.D will submit the scan copy of affidavit to avail the exemption along with bid document and the original affidavit, original registration certificate shall be submitted in the office of the undersigned on or before date & time of opening of bid as specified Para-8 above during office hour on working days for recording necessary entry for exemption of EMD failing which the bid shall be rejected.
11. The original documents of scan copies furnished in e-tendering process by the bidder shall be submitted within 2 (Two) days of opening of the tender for verification so motto failing which the tender will be considered as Non responsive.
12. Other details can be seen in the bidding documents.
13. Only successful bidder who have quoted less bid price than the estimated cost put to tender shall have to furnish the exact amount of differential amount i.e., estimate cost put to tender minus the quoted amount as additional performance security in shape of Term deposit receipt of Schedule Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit duly pledged in favour of the **Executive Officer**, Paralakhemundi MUNICIPALITY at the time of agreement.
14. The authority reserves the right to cancel any or all bids without assigning any reason thereof.
15. The bidder should write the name of the work on the envelop of financial documents.
16. The amount put to tender is exclusive of GST. GST will be paid as per the direction of Finance Department applicable from time to time.
17. The payment will be made basing on availability of funds.

Sd/-
Executive Officer,
Paralakhemundi Municipality.

e-procurement Notice
INVITATION FOR BIDS (IFB)
Bid Identification No.06/PKDM-2019-20

1. The **Executive Officer, Paralakhemundi Municipality, Paralakhemundi** invites percentage rate bids to be received in online mode for Civil works in the table as below.

Sl. No	Name of work	Estimated cost in Rs.	Cost of Tender Paper in Rs.	EMD in Rs.	Class of Contractor	Period of Completion
1	2	3	4	5	6	7
1	E.I. to New Office Building of Paralakhemundi Municipality	3,57,077/-	2,000/-	3,570/-	LT electrical License holder contractor	Two Calendar Months
2	Const. of drain near Dolo Tank.	4,73,427/-	2,000/-	4,734/-	C & D Contractor	Two Calendar Months
3	Repair of both side drain at Erdala Street	4,46,692/-	2,000/-	4,466/-	C & D Contractor	Two Calendar Months
4	Renovation & Improvement of Dolo Tank of Paralakhemundi	1,78,931/-	600/-	1,789/-	C & D Contractor	Two Calendar Months
5	Construction of both side drain at Kaviti Relli Street	3,16,159/-	2,000/-	3,161/-	C & D Contractor	Two Calendar Months
6	Construction of both side drain at Kaviti Jagili street	4,46,573/-	2,000/-	4,465/-	C & D Contractor	Two Calendar Months
7	Completion of incomplete road & drain at Treasury Jn.	3,57,508/-	2,000/-	3,575/-	C & D Contractor	Two Calendar Months
8	Const. Of drain with culvert from Punyasai Lodge to Krushna Nagar via ITDA Office.	10,71,897/-	6,000/-	10,718/-	C & D Contractor	Three Calendar Months
9	Const. Of road & drain at Kamakhi Nagar - 1st lane	4,46,431/-	2,000/-	4,464/-	C & D Contractor	Two Calendar Months
10	Const. Of shed & flooring for tractors inside Town Hall Premises.	2,67,945/-	2,000/-	2,679/-	C & D Contractor	Two Calendar Months
11	Restoration & Imp. Of Gopal Krushna Pathagar (old building)	2,29,515/-	2,000/-	2,295/-	C & D Contractor	Two Calendar Months
12	Const. Of road and drain at Nilamani Durga Nagar. (Friends Colony 4th line)	4,46,460/-	2,000/-	4,464/-	C & D Contractor	Two Calendar Months
13	Const. Of road and drain at Sanjaya Gandhi Colony	4,46,444/-	2,000/-	4,464/-	C & D Contractor	Two Calendar Months
14	Const. Of road and drain by the side of Working Womens Hostel	4,46,594/-	2,000/-	4,464/-	C & D Contractor	Two Calendar Months
15	Const. Of road & drain at Saraswati Sisu Mandir (Sarada Vihar)	5,57,215/-	4,000/-	5,572/-	C & D Contractor	Two Calendar Months
16	Completion of incomplete C.C. road at Karana Street	1,29,823/-	600/-	1,298/-	C & D Contractor	Two Calendar Months
17	Renovation of drain with cover plate at Anka Street.	4,46,575/-	2,000/-	4,465/-	C & D Contractor	Two Calendar Months
18	Renovation Of drain with cover	4,46,475/-	2,000/-	4,464/-	C & D Contractor	Two Calendar

	plate from Gandhi School to ICICI ,Bank					Months
19	Const. Of drain cover plate at Boxi Street & Sai Nagar	89,341/-	400/-	893/-	C & D Contractor	Two Calendar Months
20	Protection of Govt. Land	8,92,812/-	4,000/-	8,928/-	C & D Contractor	Two Calendar Months
21	S/R and Improvement of Road at Rani Padmabati Street	1,90,192/-	600/-	1,901/-	C & D Contractor	Two Calendar Months
22	Renovation Of road and drain with cover plate at Nehuru Jn. (Katika St.)	4,46,533/-	2,000/-	4,465/-	C & D Contractor	Two Calendar Months
23	Construction of road and drain at Katikia Street end.	4,46,561/-	2,000/-	4,465/-	C & D Contractor	Two Calendar Months
24	Renovation of drain at Odia Parala street	2,39,068/-	2,000/-	2,390/-	C & D Contractor	Two Calendar Months
25	Renovation of drain from Railway culvert to Training School Jn.	13,39,438/-	6,000/-	13,394/-	C & D Contractor	Three Calendar Months
26	Completion of incomplete Market Complex at Hatapada	12,78,702/-	6,000/-	12,787/-	C & D Contractor	Three Calendar Months
27	Construction of drain from Hatapada towards Railway station	5,35,746/-	4,000/-	5,357/-	C & D Contractor	Two Calendar Months
28	Renovation Of drain with culvert from Samutia St. Jn. To Rajuguru St. Culvert	8,92,812/-	4,000/-	8,928/-	C & D Contractor	Two Calendar Months
29	Const. Of drain at Laxmi Nagar - 1	5,35,748/-	4,000/-	5,357/-	C & D Contractor	Two Calendar Months
30	Const. Of drain with road at Seri Relli Street, W.No.6	5,35,723/-	4,000/-	5,357/-	C & D Contractor	Two Calendar Months
31	Renovation Of main drain from Gopal Krushna UP School to Jagili Street W.No.6	3,57,189/-	2,000/-	3,571/-	C & D Contractor	Two Calendar Months
32	Renovation of drain with cover plate at Rajuguru Street	3,57,152/-	2,000/-	3,571/-	C & D Contractor	Two Calendar Months
33	Const. Of right side drain from main road towards dumping yard road	5,35,723/-	4,000/-	5,357/-	C & D Contractor	Two Calendar Months
34	Const. Of road and drain from Radhamani Vihar towards Station.	2,67,840/-	2,000/-	2,678/-	C & D Contractor	Two Calendar Months
35	Renovation of drain with cover plate at Gunutuware Street	3,57,154/-	2,000/-	3,571/-	C & D Contractor	Two Calendar Months
36	Construction of drain at Seri Jagilli street main road in W.No.6	3,57,165/-	2,000/-	3,571/-	C & D Contractor	Two Calendar Months
37	Const. Of road & drain at Dumping yard road.	7,17,849/-	4,000/-	7,178/-	C & D Contractor	Two Calendar Months
38	Const. Of balance road at Gopalpur road	13,39,300/-	6,000/-	13,393/-	C & D Contractor	Three Calendar Months
39	Const. Of balance portion road and	5,35,752/-	4,000/-	5,357/-	C & D Contractor	Two Calendar

	drain at Sweeper Colony					Months
40	Improvement of road and drain at Subash Nagar	3,57,167/-	2,000/-	3,571/-	C & D Contractor	Two Calendar Months
41	Completion to incomplection boundary wall at Ram Nagar Samsan	4,23,522/-	2,000/-	4,235/-	C & D Contractor	Two Calendar Months

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- Bids shall be received only “online” on or before to 24.01.2020 at 5.00 P.M.
- Bids received online shall be opened on 29.01.2020 at 11.00 A.M. in the office of the Executive Officer, Paralakhemundi Municipality, Paralakhemundi.
- Other details can be seen in the bidding documents.

Sd/-
Executive Officer,
Paralakhemundi Municipality

DETAILED TENDER CALL NOTICE

INSTRUCTION TO TENDERERS:

- Tenderers should be registered as contractor of appropriate class P.W.D./R.D./ Water Resources/ P.H.D of Government of Odisha/Central Government/MES/Railways.
- Only those tenderers who are willing to accept all the terms & condition of his detailed tender call notice need submit the tenders.
- Upon acceptance of tender the successful tenderer or shall within a period of ten days from the date of written information of acceptance of the tender deposit a sum of such amount towards initial security as would together with the earnest money make two percent of the cost of the work as per the accepted tender and sign item rate agreement in the contract form of Paralakhemundi Municipality in the office of the Paralakhemundi Municipality. Failure to deposit his additional amount towards initial security deposit or to sign the contract within the stipulated time will make the earnest money deposit of the tenderer liable to forfeiture and acceptance of this tender shall be treated as with-drawn.
- The written **percentage rate** of agreement of Paralakhemundi Municipality to be entered into between successful tenderer herein after called the contractor and the Paralakhemundi Municipality shall be foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Paralakhemundi Municipality.
- The acceptance of the tender and award of the contract to more than one contractor if considered necessary will rest with the Executive Officer, Paralakhemundi Municipality who does not bind himself to accept the lowest tender and will reserve to himself the

authority to reject any or all of the tenderers received without assigning any reason thereof.

6. The earnest money deposit of the tenders who are not awarded with the work will be refunded on receipt of written request.
7. All the rates & prices in the tenders shall cover all taxes viz. central or state sales tax, octroi/cess and any other local taxes tollage charges & royalties and any other charges.
8. The tender will not be considered unless accompanied with scanned copies of valid License, GSTIN/non-assessment certificate/PAN Card.
9. Tender containing extra conditions not covered by the conditions here-in-before and here-in-after provide and quoting rate on units different from those prescribed in the tender schedules will be liable for rejection. No tender will be permitted to furnish tender in their own manuscript form.
10. In this case of **percentage rate** tenders, only **percentage** at par / excess / less of the grand total estimate value put to tender for the whole composite work shall be written by the tenderer legibly both in words and figures at the last page of the Bill of Quantity.
 - a. The contractor will write **percentage** excess or less up to one decimal point only. If he / she write the **percentage** excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off.
 - b. Prices quoted by the bidder shall be firm. No price escalation shall be admissible.
11. Any request from the tenders in respect of additions, alternation, modifications, correction etc. or either terms & conditions or rates of his tender after opening of the tenders will not be considered.
12. Letter etc. found in the tender box raising or lowering the rates or dealing with any point any connection with he tender will not be considered.
13. The successful tenderer shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.
14. By submitting a tender for the work a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity for materials, medical aid, labour & food supplies etc. and that rates quoted by him in the tender will be adequate to complete the work according to the specification and condition attached there to and that he had taken into account all conditions & difficulties that may be encountered during its progress and to have quoted labour rates and shall include cost of materials & all other charges necessary for the completion of the work material rates which to the entire satisfaction of Engineer-in-charge.
15. The following particulars must be filled in the tenderers:
 - a) Details of work of similar type and magnitude carried out by the tendered in form "A".
 - b) Details of construction plants & equipment available with the tenderer in form "B".
16. Canvassing in any form is prohibited & the tender submitted by the tenderers who resort to canvassing will be rejected and the tenderer will not be allowed to tender for any other works in Paralakhemundi Municipality .
17. Details of drawing & specification as are not supplied with the tender documents for the work may be seen in the office of the Paralakhemundi Municipality on working days during office hours.
18. The detailed specification for all items of work involved in the work shall be in accordance, with ISS/State PWD/Public Health Department specification of Government of Orissa.

In case of variations in the provision of the code of specifications of work referred to above the decision of S.E.P.H., Circle, Berhampur as regards the specifications to be adopted in the work shall be final, conclusive & binding on both the parties. Every tenderer must examine the aforesaid specifications before submitting his tender. The Executive Officer or his authorized subordinate reserve the right, without imparting the contract, to make such increase or decrease in the quantities or items of works mentioned in the schedule attached to be tender notice as may be considered necessary to complete the work duly and satisfactorily. Such increase or decrease will in no case invalidate the contract rates. It should be understood that the quantities are tentative and may vary according to site conditions. The schedule is liable to alternation by omission or additions or deductions to any extent shall in no case invalidate the contract and no extra monetary compensation will be entertained.

19. The rates quoted for different items of the work will be deemed to include all incidental items, which may be necessary such as bailing out of water in foundations, construction of bench marks, level pillars, profiles, benching and leveling of ground etc. wherever required. The incidental items mentioned herein are only indicative and not exhaustive.
20. The contractor has to arrange for the adequate supply of clean water required for the works and also has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
21. The notice inviting tenders, instructions to tenders, general conditions of contract, special conditions of contract, schedule of quantities along with printed conditions of item rate contract approved drawings, time schedule and the rates together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions the same is to be got clarified by the tenderer before submission of the tender, if such conflicts arise after the tenders are opened decision of S.E.P.H., Circle, Berhampur shall be deemed to be final and binding on the contractor.
22. The tenders will be considered to be valid for six months of the date of opening of the tenders.
23. The period of validity of the tender can also extend if agreed by the tenderer and Executive Officer, Paralakhemundi Municipality.

GENERAL CONDITIONS OF CONTRACT:

24. Department will have the right to inspect the scaffolding and centering made for the work and can reject partially or fully such detailed instruction from the Engineer-in-charge or his authorized subordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-charge before concreting is done.
25. The contractor comprises the construction, completion and maintenance of the works and except in so far as the contract otherwise provides provision of labour, materials and construction plant, temporary works and everything whether a temporary or permanent nature required in and for such construction completion and subsequent maintenance for a period of not less than six months.
26. The drawing shall remain in the safe custody of the Municipal Engineer but two sets of copies thereof shall be furnished to the contractor free of cost. After the completion of the work the contractor shall return to the concerned Engineer, one set of all the drawings supplied to him duly signed as completion drawing.
27. No claim shall be entertained against the department on account of increase in Railway or road free light or prices of cement, steel, petrol, coal, fuel, oil, lubricants, explosives or

other materials or commodities, labour charges etc. during the course of construction or after tendering for this work.

28. The contractor shall give adequate notice in writing to the Executive Officer in charge for any further drawing or specifications that may be required for the execution of the works or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reason whatsoever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.
29. One copy of the drawings supplied to the contractors shall be made available at the site for reference and use of the Municipal Officer during inspection.
30. From time to time the contractor shall submit to the Executive Officer for his approval the programme showing the order, procedure and methods in which the proposes to carry out the work and whenever required by the Municipal Engineer or his representative for his information in writing to the contractor regarding agreement for the carrying out of the work and of the constructional plant and temporary works which the contractor intends to charge of such programme of the furnishing of such particulars shall not relieve the contractors of any of his duties of responsibilities under the contract.
31. The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, level, dimension and alignment of all parts of the works and fro the provisions of all necessary instruments appliances and labour in connection there with if at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the concerned Engineer or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, pegs and other thing used in setting out of the works.
32. Explosive shall not be used on the work by the contractor without the permission in writing of the concerned statutory authority and in the manner and to the extent prescribed. Where explosive are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damage, loss or injury to any person of property and shall be responsible for complying with all the statutory rules and regulations prescribed by the chief Inspector of Exclusives.
It is the responsibility of the contractor to procure explosive required for the work. However, the Paralakhemundi Municipality may tender necessary possible help for procuring explosive license. No claim shall be entertained for delay or failure in tendering such help by the Municipality.
33. The contractor shall in connection with the works provide and maintain at his own cost all light, guard, feecing and watching as and where necessary or required by the concerned Engineer or his representative for the protection of the works or for safety and convenience of the public or others.
34. The contractor shall indemnify the Municipality against all losses and claim for injuries or damages to any person or property whatsoever which may arise out of or inconsequence of the construction and maintenance of the works against all of the claims damages proceedings, damages, cost, charges and expenses whatsoever in respect of or in relation thereto.
35. The contractor shall abide by the C.P.W.D. safety code introduce by the Government of India ministry of Housing & supply in standing orders.44-250 date.25.11.57 and amendment from time to time.

36. The contractor shall abide by the fare wage clause in accordance with the Government of Orissa Works & Transport Department Letter no.A-VIIIR-18/5225 dt.26.02.1956, and No.IIm-56/51-28842 (s) dt.27.06.1961 and workman's compensation Act.1923 and other laws as may be introduction by the Government by the Government from time to time.
37. The contractor in accordance with the requirement of the Municipality afford all reasonable opportunities for carrying out their work to any other contractor employed by the Municipality and their workmen and to the workmen of the Municipality and of any other duly constituted authorities who may be employed in execution on or near the site of any work not included in the contractor any other contract which the Municipality may enter into in-connection with an ancillary to the works.
38. The contractor shall at his own expenses provide and maintain all the constructical plants temporary works, materials both the temporary and for the permanent works, labour, Transport or from the site and in about the works and other thinks of every kind required for the construction, completion and maintenance of the works.
39. The Municipality may supply the materials as are available with them, but the contractor shall keep himself in touch with day to day position regarding the supply of materials from the store in charge and to adjust the progress of the works so that their labour may not remain idle nor may here be any other claim due to arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for completion of work in time.
40. On the completion of work, all rubbish debris, vests, tanks, materials and temporary structures of any sort or kind used for the purpose of or connected with its construction are to be removed by the contractor and all pits and excavation filled up at his own cost and the site handed over in a tidy & in complete condition to ensure the final payment in settlement of the accounts for the said work. It shall be held that the dues shall be made to the contractors after such site clearance shall have been affected by him and such clearance may be done by the Junior Engineer at the expenses of the contractor in the event of his failure to comply with this provision within 7 days after receiving notices in writing from the Engineer in charge to that effect. If it becomes necessary by the Engineer in charge to have site clearance done as indicated above at the expenses of the contractor the board shall under no circumstances be held liable for losses or damages to such of the contractors property as may be on such site due to such removal there from. Removal of which may be affected by means of public sale of such materials and property or in such way as deemed fir and most convenient to the concerned Engineer in charge.
41. The contractor shall have to submit to the Engineer in charge fortnightly a return of labour both skilled and no skilled as employed by him on the work.
42. The contractors are required to quote their rates for all the items noted in the scheduled of quantities. The Municipality reserves the right of deciding the type of the structures to be constructed i.e. frames or masonry structures and the contractor shall abide by the decision of the Municipality in case of alternate item or item occurring in the tender the Engineer in charge may order to execute any of the item or items at his discretion, and the contractor shall not have any choice in this decision to his advantage.
43. The contractors shall supply samples of all materials free cost before procurement for the works for testing and acceptance as may be required by the office.
44. The contractor shall uncover any part of parts of the works or make opening in or through same as the concerned Engineer may from time to time direct for checking and shall at his own cost, make good such part or parts to the satisfaction of the Engineer in charge.

45. The Engineer in charge during any part of parts of the works have powers to order in the order book to be maintained at site of work by the contractor in the form prescribed by the board from time to time.
 - a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the specification.
 - b) The substitution of proper and suitable materials.
 - c) The removal and proper re-execution of any work in respect of materials or workmanship which in the opinion of the Engineer is not in a accordance with the specification.
46. Either during execution or after completion of the works the contractors shall arrange at his own cost all requisite equipments for testing the structure, if found necessary by the Engineer in charge and bear the entire cost of such test conduct as per the direction of concerned Engineer.
47. The contractor shall on the written order of the concerned Engineer suspense's the progress of the work or any part there of for such time or times and in such manner as the Engineer in charge may consider necessary in the opinion of the Engineer in charge. No claim in this regard will be entertained.
48. The contractor shall after award of the works commence the works on site within the period to be prescribed by the Engineer in charge and shall also maintain proportionate progress. The contractor should bear all expenses and charges for special or temporary roads required by him in connection with access to the site. Subject to any requirement in the contract as to the completion of the work the whole of the works shall be completed within the time started in the contract. Normally no extension of time will be granted.
49. The concerned Engineer shall make any variation or the quantity of the works or any part of that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion de desirable. If due to such alternations or additions any item or items of works are to be executed which are not specially covered by the contract then the same may be taken up by board through job work agreements with the same contractor or separate piece workers or through muster rolls at the prevailing schedule of rates approved by the S.E.P.H. Circle, Berhampur, when the extra or additional items are executed through the same contractor, he shall give in writing his willingness to except the prevailing schedule of rates or the rates approved by the S.E.P.H. Circle, Berhampur prior to taking up the work.
50. It is to be clearly understood that no claim whatsoever will be entertained as regards extra quantity of work against the items provided in the contract or extra items of work done under written order of the concerned Engineer. The rates in the latter case being the prevailing schedules of rates or the rates approved by the S.E.P.H. Circle, Berhampur.
51. The materials as per Appendix 'A' if available with the Municipality may be supplied to the contractor at the direction of the board at the place and at the rate as noted against each. The contractor may satisfy himself about the quality and quantity of materials at the time of issue. In case of non supply of the materials for any reason whatsoever it shall be the responsibility of the contractor to procure such materials to be approval by the Engineer in charge from the market and complete the work within the stipulated time. No monetary claim or compensation of any kind whatsoever will be entertained by the board nor this can be taken as plea by the contractor to apply for extension of time to complete the work. The safe custody and up keep of the materials so issued by the board will be sole responsibility of the contractor. He is also to bear, in addition, all the incidental charges

such as transport, storage, handling of materials and any other expenditure incurred for return of cement bags and other at issuing stores.

Before issue of departmental materials contractor is to furnish Bank Guarantee from one of the Nationalized Banks for a sum equal to the cost of materials valid for the entire period of the agreement.

53. The Municipality will have the right to supply at any time in the interest of work departmental materials to be issued in the work in addition to those mentioned in Appendix 'A' and the contractor shall use such materials without any controversy or dispute on the account.
54. The contractor may take delivery of departmental supply of materials accordingly to his need for the work to be issued by the store. The contractor shall make all agreements for proper storage including cost of stores required for the purpose and provide for watching arrangements at his expense. The Department is not responsible for any theft of materials under any such contingencies if the contractor stops or delays in the execution of work, relevant penalty clause as per contract will be enforced.
55. The contractor will be responsible for the misuse loss or damage due to any reason whatsoever of any departmental materials supplied to him during the execution of the work. In case of such loss damage or misuse recovery at the rate of five times the cost of the materials so issued will be deducted from the bill of his dues.
56. The rates in tender will be deemed to include all materials including loading, unloading, lift, taxes, royalties and any other charges whether the materials are issued by the Municipality arranged from any other sources by the contractor.
57. Special class contractor shall employ under him one Graduate Engineer and two Diploma holders belonging to the State of Orissa. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to State of Orissa. The employment of such Graduate Engineers and Diploma Holder under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government or Central Government Service / Public Sector undertaking/Private Companies and firms or be ineligible for appointment to Government Service. The contractor shall pay the monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Orissa.
58. The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with tender as to who would supervise the work.
59. Each bill of the special class or 'A' class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer, or Diploma holders employed by the contractor to the effect that the work executed as per the bill has supervised by him.
60. M.S Rod, plates and structural it issued will be supplied in length and size as available in the stock.
61. For payment of reinforcement the steel including authorized lappages should be measured in length of different diameters as actually used (including hooks and bonds) in the work as per standard specifications, wastages, spacer bars. Unnecessary lappages will not be paid for. Annealed cast wires used for binding shall not be measured its cost include in the rate of reinforcement.
62. The contractor will have to bear the charges of straightening cutting jointing welding etc. to required sizes without any extra cost. No cut pieces of M.S Rod, M.S Angles, Joint etc. less than one meter in length will be accepted back as surplus.

63. Cement shall always be issued in begs and the weight of the beg of cement shall be taken as 50Kg.
64. The contractor should be at his own cost arrange necessary tools and plant required for the efficient execution of work and rates should be inclusive of the running charge of such plant and cost of consumable.
65. Tender containing extraneous conditions not covered by tender notice are liable to be rejected the tender should be strictly in accordance with the items maintained in the call notice. Any change in wording will not be accepted.
66. The contractor will responsible for the loss or damage of any Departmental materials or machineries during transit aged it the execution of the work due to any reasons whatsoever and the cost of such materials will be recovered from the bills at stock issued rates or market rates whichever is higher.
67. From the commencement of the work to the completion of the same they are to be under contractors charge. The contractor is to be held responsible for making good all injuries, damages and repairs accessioned to render necessary to the same by fire or other causes and they are to held Government of Orissa harmless from any claims for injuries to persons or for structural damages to the happen in from any neglect default, want of proper care of omission on the part of the contractor or any one in his employment during the execution of the works. Also no claims shall be entertained for loss due to earth quake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
68. It shall be presumed that the tenderer has satisfied himself as to the nature and location of work sub-soil, general and local conditions partially those bearing on transport, availability storage and handling of materials, whether conditions, monsoon conditions and current the river, availability of sweet water etc. and has estimated his cost accordingly. Paralakhemundi Municipality will bear no responsibility for the lack of a acquaintance of these conditions on the part of the tenders. The consequence of the lack of such knowledge will be at the risk and cost of the tender.
69. The information data shown in the contract documents are meant for general guidance only. The Paralakhemundi Municipality will not be responsible for the strict accuracy thereof for any deduction, interpretation conclusion drawn by the tender.
70. The Engineer in charge has full power for the removal from the premises materials which in his opinion are not in accordance with the specification and in case of default the Engineer is to at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen of arise to such materials. The Engineer also has full power to require other proper materials to be substituted and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceed of such rejected materials when necessary, the balance if any being kept in deposit in the contractors favour.
71. If in opinion of the Engineer in charge the work had been executed with improper materials or defect workmanship the contractor is when required by the Engineer fort with re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Engineer is to have full power to employ other persons to re-execute the work and cost thereof shall be borne by the contractor.
72. The Engineer in charge or any other officer authorised by the Paralakhemundi Municipality have at all times access to the work and the works shall be entirely under his

control. He may require the contractor to dismiss any person in the contractor's employment in the works, who may be incompetent or who may misconduct himself and the contractor shall comply with such requisition. Should contract not comply within one week with this requisition for dismissal the Engineer in charge will have the power of closing down the work.

73. The contractor is not vary or deviate from the approved drawing or specification without the authority of the Engineer in charge writing.
74. Any authority given by the Engineer in charge for any alternations or additions in or to the work is not to deviate the contract but all additions, omissions, alternations or substitutions made in carrying out the work are to be measured and valued and certified by the Engineer in charge and added to or deducted from the amount of the contract as the case may be at approved rates of the particulars items of works.
75. In these case in which such rates do not exist the S.E.P.H., Circle, Berhampur will fix the rates to be paid whose decision shall be final and binding.
76. All works materials brought and left at site by the contractor are the property of the Paralakhemundi Municipality and the same are not be removed or taken away by the contractor or other person without the special permission in writing of the Engineer in charge and the Paralakhemundi Municipality shall not be liable for any loss or damage which may happen to or in respect of any such occasion.
77. Any defects shrinkage or other faults which may notice within six months from the completion of work arising out effective or improper materials or workmanship are upon the direction of Engineer in charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decided that they ought to be paid for and in case of default the cost of making good the work shall be recovered from the contractor.
78. That the purpose of jurisdiction in the event of dispute if any, the contract shall be deemed to have been entered into within the state of Orissa and it is agreed that neither the party to the contract shall be competent to bring a suit covered in regard to the matter by this contractor at any place out side the State of Orissa.
79. If at any time after the commencement of the work the Paralakhemundi Municipality shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer in charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which might have derived from execution of the work in full but he did not derive in consequence of the whole of the work not having being carried out. Neither shall have any claim for compensation by reason of any alternation having been made in the original specifications, drawing designs and instructions which will involve curtailment or increase of the work as originally contemplated.
80. The contractor shall furnish, within fifteen days from the date of order to start the work, progress schedule in quadruplicate indicating date of start the monthly progress expected to be achieved and the anticipated completion date of each major item or work to be done by him also indicating procurement and setting of materials plant and machinery for the completion of the whole work in the time limit and of the particular items, if any, in the due date specified in the contract and shall have the approval of the Engineer in charge. In case it is subsequently found necessary to alter the schedule the contractor shall submit in good time a revised schedule incorporating necessary modifications proposed and get the same approved by the Engineer in charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed scheduled for the work for any items and the contractor shall supply those when asked for.

81. The contractor shall take all necessary precaution for the safety of the workers and preserving their health working in such jobs are required special protection and preparations. He is to abide by the fair wage clause strictly as per Government notification prevailed during the course of section.
82. The contractor will not be permitted to enter (other than for specification purpose) or take possession to site until instructed to do so by the Engineer. The portions of the site to be occupied by the contractor will be clearly defined and/or marked on the site plan and the contractor will on no account be allowed to extend his operations beyond these areas.
83. The Municipal Engineer in charge reserves the right of taking over at any time any portion of the site which they may require and the contractor shall at his own expense clear such portions for with. No photographs of the site of the works or any part thereof shall be taken, published or circulated without the prier written approval of Executive Officer, Paralakhemundi Municipality.
84. Any construction officials corrected with the contract shall have right of entry to the site at all times.
85. The authorities shall have the power to execute from the site any person whose admission there may in there opinion be undesirable for any reason whatsoever. The contractor shall not be allowed any compensation on this account.
86. The contractor, his agents, representatives, workers etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

SPECIAL CONDITIONS:

87. Care should be taken to interfere as little as possible with traffic. The contractor shall use all due precautions for the safety of traffic and shall place barriers across each of the length of the road which is being worked upon. Watchman shall be employed and bright road rights placed and maintained around the constructions and elsewhere as the Engineer in charge may direct. All diversion signs shall be clearly marked by white washed stones or any other means, when traffic is allowed along the shoulder, barricades and warning signs shall be put up as directed by the Engineer in charge. These measures shall be at no extra cost to Board.
88. No claim will be entertained due to any delay involved in the land acquisition requires for the execution of the work. However, extension of time may be given on recommendation of Engineer in charge.
89. The quality of metal, gravel or moorum will be measured in boxes to be provided by the contractor or size 1.50mx1.50mx1.50m which will be taken as equivalent to 1.0cum. The rolling stones will be placed in suitable stacks as per the Engineer in charge and deduction for voids at the rate of 1/6 of the volume or more will be made from the total measurement depending upon the looseness of stacking.
90. A quarry charge as may be available may be seen in the office of the Paralakhemundi Municipality , the contractor most however satisfy himself that materials as per required specification is available in those quarries. No extra payment will be made due to non availability of materials as per required specification in the quarries shown in the Departmental quarry chart.
91. The contractor shall have to be got registered with Labour Department for procurement and engagement of labours as per the rule in vogue.
92. Tenderers are required to sign the item rate contract in the approved from of agreement of the Municipality.
93. All the works should be started within 15 days of receipt of work order. Otherwise the work order will be cancelled and EMD of the work will be forfeit.

Sd/-

**Executive Officer,
Paralakhemundi Municipality.**