

VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY: ODISHA, BURLA

(Formerly University College of Engineering, Burla)

(ESTABLISHED : 1956)

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DETAILED TENDER CALL NOTICE

1. Sealed tender on prescribed form to be eventually drawn up in VSSUT Detailed Tender call Notice No.VSSUT/Maint./ 574 dated 22.03.2013 will be received up to 12.00 Noon on 25.04.2013 by the Registrar, VSSUT, Odisha, Burla for the work "Fixing of pavement industrial tiles in Garden near pump house and ramp side of Sir Visveswaraya Auditorium of VSSUT, Burla" . from "C" & "B" class contractor registered with the state Government and Contractors of equivalent Grades / Class Registered with central Government / MES / Railway & other State Government for execution of Civil works on production of definite proof from the appropriate authority, and will be opened by the Registrar, VSSUT, Odisha, Burla in his office in the presence of the tenderers or there authorized agents at 12.30 PM on 25.04.2013. The successful bidders registered under central government / MES / Railways & other state Government has to register under the Odisha State P.W.D. before signing of the agreement. The amount of Estimate is Approximately Rs. 11,68,556.00/- (Rupees eleven Lakh sixty eight thousand five hundred fifty six) only.
2. (a) In case of all lump sum contracts and item rate contract exceeding Rs.20,00 Lakhs each tenderer who intends to furnish special conditions if any should furnish their tenders in two separate sealed envelopes i.e. one containing special conditions (i.e. technical bid and conditions and the other rate for different item of work in the prescribed schedule supplied by the department. The envelope containing special conditions will be open first in the presence of tenderer in the authorized agents and will be evaluated after obtaining clarification, if any, from the concern tenders. In case any of the special condition is not acceptable to the tender accepting authority, wholly or partly, the sealed envelope containing rate of the concerned tenders will not be opened at all sealed envelope containing rates will be closed in separate cover and sealed by the officer opening tender in the presence of the tenderers or their authorized agents. After evaluation of the special condition, the date, time and place for opening the sealed envelope containing the rates will be notified to the tenderers. The sealed envelopes will be open in the presence of the tenderer or their authorized agents. The rate quoted by each tenderer will then be read out in addition to the amount evaluated for each tender will then be read out in addition to the amount evaluated for each tender on account of special conditions attached to the prescribed tender.

(b) In case of percentage rate contract, the contract, the contractors participated in the tender for more than one work under the tender call notice may offer conditional rebate offer should be submitted separate sealed envelope which shall be opened, declared and recorded first. The rebate so offer shall be considered after opening of all works, called in the same tender notice. The contractor who wise the tender for two or more works shall submit separate tenders for each. Each tender shall have the name and number of work to which they refer, written on the envelop.
3. The detailed tender call notice can be downloaded from the Veer Surendra Sai University of Technology, Odisha, Burla website i.e. www.vssut.ac.in. The DTCN along with a crossed Bank Draft from any Nationalize Bank drawn in favour of VSS University of Technology, Burla Payable at Burla of amount Rs. 6000/- + VAT @ 5% (Rupees six thousand + VAT @ 5%) only for each set, must be submitted in sealed cover superscribing the name of the work on the Envelope. The tender must reach the office of the Registrar by Speed Post/Registered Post only before closing date. To avoid postal delay & web failure etc. the Tenderers are advised to send the Tenders well in advance. The cost of tender paper [Rs. 6000/- + VAT @ 5% (Rupees six thousand + VAT @ 5%)] is not refundable.

No Tenderer will be permitted to furnish their tender in their own manuscript / papers. No letter should accompany the tender, unless otherwise mentioned in tender notice.

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4. The work is to be completed in all respects within the stipulated time mentioned in tender notice from the date of issue of work order. Tenderer whose tender is accepted must submit a program of work immediately after issue of work order for approval of Registrar.
5. All the tender received will remain valid for a period of 90 days from the date of receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the University Authority.
6. In case of percentage rate tenders, only percentage quoted shall be considered. Percentage quoted by the contractor shall be accurately filled in figures and words, so that there is no discrepancy. If any discrepancy is found in the percentage quoted 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 contractor than percentage will be taken as correct. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The contractor will write percentage will be taken as correct. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The contractor will write percentage excess or less up to one decimal point only. If he writes the percentage excess or less up to two or more decimal point, the first decimal point shall only be considered without rounding off. The tender shall be written, legibly and free from erasing, over writing and corrections. Where unavoidable should be made by initialing, dating and rewriting. Every page of the D.T.C.N. & tender paper should be signed by the tenderer, failing which the tender will be rejected.
7. The tenderers shall carefully study the drawings and specifications applicable to a contract and all the documents will from a part of the agreement to be entered into by the accepted tenderer and detailed specifications for Odisha and other relevant specifications in drawings, which are available. Complaint at a future date that plans and specifications have not been seen cannot be entertained.
8. 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 of materials medical aid labour and foodstuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specification attached thereto and that he had taken into complete the work according to the specification attached thereto and that he had taken into account all conditions and difficulties that may encountered during and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized sub-ordinates. After acceptance of the contract rates Govt. will not pay any extra charges for any reason in case the Contractor finds later on to have misjudged the conditions as regards the availability of materials labour and other factors.
9. Each tenderer must pay an earnest money of 1% of estimated cost or as mentioned in tender call notice along with tender in the form of National saving certificate, Kishan Vikash Patra, Postal Term Deposit Pass book, Postal Savings bank account pass book, Deposit receipt of Scheduled bank only duly pledged to the Registrar, V.S.S.U.T., Burla and in no other form. Tenders not accompanied with E.M.D. as specified above will not be considered. No adjustment of E.M.D from one work to another will be entertained.
10. Provided that in case of tenders relating to externally aided project/ any other work of special nature where the State Govt. are required to prescribe conditions of deposit of E.M.D. and I.S.D.
11. Each tendered should furnish valid VAT clearance certificate & PAN Card / I.T.C.C. along with the tender failing which the tender is liable for rejection.

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12. The tender may not at the discretion of the competent authority be considered unless accompanied attested true / photo copies of the PAN card, VAT clearance certificate, registration certificate as the case may be and the original certificate are produced before the Registrar at the time of opening of the tender.
13. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the tender call notices. Any change in the wording will not be accepted.
14. Letters etc. found in the tender box raising or lowering the rates or dealing with any point in connection with the tender and regarding adjustment of E.M.D. or any other matter will not be considered, if not mentioned in tender call notice.
15. A schedule of quantity accompanies the tender notice. It shall be definitely understood that the University do not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations or omission, deductions or additions as set forth in the condition of contract. Such omission, deduction addition or alterations shall in no way invalidate the contract and no claim for any extra monetary compensation will be entertained.
16. The University reserves the right of authority to reject any or all tenders received without assigning any reason, whatsoever.
17. The earnest money will be retained in the case of successful tender, and will be dealt with as provided in the contract form. The earnest money will be refunded to the unsuccessful tenderers on application. However the same will be dealt with as per relevant clause of O.P.W.D. Code.
18. The tenderers whose tender is selected for acceptance shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit in the form of National saving certificate, Kishan Vikash Patra, Postal term Deposit Pass book, Postal Savings bank account pass book, Deposit receipt of Scheduled bank duly pledged to the Registrar, V.S.S.U.T., Burla or deposited in the University cash counter and in no other form which including the amount already deposited as earnest money shall be 2% of the tendered amount and sign the agreement in the prescribed form for the fulfillment of the contract in the Office of the Registrar, V.S.S.U.T., Burla or as directed. This security deposit together with the earnest money and the amount withheld according to provisions of agreement shall be retained as security for the fulfillment of this contract, Failure to enter in to the required agreement is to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered in between the Contractors and the University shall be the foundation of the rights of both the Contractors and the authority and contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter in to the contract on behalf of the University. This Detailed Tender Schedule and tender call notice shall form a part of the agreement. The security will be refunded after six months of completion of the work and payment of final bill. In case of tenderers who have fixed deposit necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
19. The Contractor should be liable to fully indemnify the University for Payment of compensation under workmen compensation Act VII of 1923 on account of the workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor. Tenderers are required to abide by fair wages clause as introduced by Govt. of Odisha, Public Works Department/ Labour Commissioner vides its G.O. No. which is changed from time to time.

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20.a Rent Royalties, cess and other charges of materials contrai and all other taxes including sales tax, ferry tolls, conveyance charges and other cost on account of land and buildings including temporary building required by the tenderer for collection of materials storage, housing of staff or other purpose of the work are to be borne by the Contractor at his own cost. No rent will be payable to University for temporary occupation of land owned by University at the site of the work for bonafide use of the land for work.

(b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K form (Transit pass) for mineral materials is submitted along with the bill. Production of K Form for refund of royalty at later date after passing the bills cannot be entertained as the recovery of royalty is being credited to revenue.

Labour camps or huts necessary to a suitable sale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply where available for the staff and labour as well as for the works.

(d) Fees and dues levied by Municipal, Canal or Water supply authority.

Suitable equipments and wearing apparatus for the labour engaged in risky operations.

(e) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect the public and employees from accident.

Compensation in building cost of any suit for injury to persons or property due to neglect any major precautions also sum which may become payable due to operation of the workmen compensation act.

The Contractor has to arrange adequate lighting arrangements for the works wherever necessary at his own cost.

Bailing out of water form the foundation either rain water or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks, level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.

After the work is finished all surplus & debris are to be removed by the Contractor and preliminary work such as mixing platform etc. are to be dismantled and all the materials are to be removed from the site. The ground up to 15 meter (50'-0") wide from the building should be cleared and dressed. No extra payment will be made to the Contractor in this account. The rate quoted must be inclusive of all these items.

It should be understood clearly that no claim whatsoever would be entertained in regards to extra of work or a quantity of items besides estimated amount. A written order must be obtained from the responsible Officer of University and rates settled before the extra items of work or extra quantity of any item of work is taken up and necessary agreement for the same is drawn up supplementary wherever necessary.

The tenderers shall have to abide by the safety code rules introduced by the Govt. of India, Ministry of works, using & Supply in their standing order No. 44255 dated 25.11.57 which can be seen in the Office of the undersigned on working days.

No part of the contract shall be sublet without written permission of the Registrar, V.S.S.U.T., Burla transfer be made by the power of Attorney authorizing other to receive payment on the contractors behalf.

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If further necessary information is required the Registrar, V.S.S.U.T., Odisha, Burla will furnish such. It must be clearly understood that tender must be received in order and according to instruction.

No relation certificate

The Contractor should have to give a declaration about the names of his relatives employed in University along with the tender. If he is not related to any officer as mentioned above then he has to furnish the no relation certificate along with the tender. If the fact subsequently proved to be false, the contract will be rescinded. The earnest money and the total security will be forfeited and he shall be liable to make good to the loss or damages resulting from such cancellation.

- (a). If during the progress of the work, the price of any materials (excluding the cost of steel, cement & men) incorporated in the work (not being materials supplied from the Engineer-in-Charge's stores in accordance with clause ----- thereof) increases or decreases as a result of increase or decrease in the average wholesale price Index (all commodities), and the contractor thereupon necessarily and properly pays in respect that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimburse or liable to refund, quarterly, as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the average wholesale price index (all commodities) which is operative for quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him.

Formula to calculate the increase or decrease in the price of materials.

$$Vm = 0.75 \times Pm / 100 \times R \times (i - i_0) / i_0$$

Vm = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of materials.

R = the value of work done in rupees during the quarter under consideration.

i_0 = the average wholesale price index (all commodities) for the quarter in which the tender was opened as published.

i = the average wholesale price index (all commodities) for the quarter under consideration.

Pm = percentage of material component as per sub clause of this clause.

- (ii). Increase / decrease of cost of steel, cement and bitumen are to be reimbursed / liable to refunded prior approval of Authority as follows
- 1- Steel ----- rate as fixed by steel authority of India Limited (SAIL)
 - 2- Cement ----- Average factory price of three manufacture of cement inside the state.
 - 3- Bitumen ----- Rate as fixed by Indian Oil Corporation (IOC)

- (b). Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in the minimum wages for labour prescribed by the Government and the contractor upon necessarily and properly pays in respect of labour engaged on execution of the work, such increased or decrease of wages, then he shall be entitled to reimbursement or liable to refund quarterly as the case may such an amount as shall be equivalent to the plus or minus difference between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the order was opened as per the formula indicated below.

$$VI = 0.75 \times PL / 100 \times R \times (i - i_0) / i_0$$

VI = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of labour.

R = the value of work done in rupees during the quarter under consideration.

i_0 = the minimum wages for labour as prevailed during the quarter in which tender was opened

i = the minimum wages for labour as prevailed during the quarter under consideration.

PL = Percentage of Labour component as per sub-clause of this clause.

- (c). Similarly, if during the progress of work, the price of petrol, oil and lubricants (diesel oil being the representative item for price adjustment) increase or decrease as a result of the price fixed therefore

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by the Govt. of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards petrol, oil and lubricants, used on execution of the work, then he shall be entitled to re-imburement or liable to refund, quarterly, as the case may be such an amount, as shall be equivalent to the plus or minus difference in between the price or POL which is operating for the quarter under consideration and that operated the quarter in which the tender was opened as per the formula indicated below:

Formula to calculate the increase or decrease in the price of P.O.L.

$$KI = 0.75 \times PL/100 \times Rx (i-i_0)/i_0$$

KI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P.O.L.

R= the value of work done in rupees during the quarter under consideration.

D1= Average price per liter of diesel oil which was fixed by the Govt. of India during the quarter in which the tender was opened.

D2= Average price per liter diesel oil which is fixed during the under consideration.

K2= Percentage of P.O.L. component as per Sub-clause (d) of this clause.

- (d) the following shall be the percentage of material labour and POL component for reimbursement / refund on variation in price of materials, labor and PL as per sub cause (a), (b), (c) , of this clause.

Category of work	Contractor's supply			Departmental supply of materials
	% Of Materials	% Of Labour	% Of P.O.L	
1	2	3	4	5
IRIGATION WORK:				
Structural works	65%	30%	05%	-
Earth work, canal work embankment work etc	35%	60%	05%	-
R & B WORKS:				
Bridge Work	65%	30%	05%	-
Road Work	55%	40%	05%	-
Building Work	65%	30%	05%	-

- (e) Reimbursement/refund on variation in prices of materials, labour and P.O.L. as per sub clause (a) (b) (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to contractor, however, where the original contractual period is less than one year but subsequently it has been validly extended and the period becomes one year or more escalation clause shall be applicable only for the balance portion of work to be executed beyond one year provided the delay is not attributable to the contractor.
- (f). The contractor shall for the purpose of sub-clause (a), (b) & (c) of this clause keep such books of count of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of University and further shall at the request of Engineer-in-charge furnish, verified in such manner as the Engineer-in-charge may require any document kept and such other information as the Engineer in-charge may require.

The contractor shall within a reasonable time of his becoming aware of any alternation in the price of such materials, wages, of labour and or price of POL give notice thereof to the Engineer-in-charge stating that same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

Giving a no claim certificate for escalation charges on any account during the extended period the contractor forfeits his right to any escalation charges otherwise admissible to him under the appropriate clause the agreement executed by the contractor with the University.

(a) If the Authority grants any advance / secured advance, the same will bear interest @ of 18% P.A.

(b) Tenderers are required to go through each clause, carefully in addition to the cause mentioned therein before tendering.

All reinforced cement work should conform to Odisha Detailed Specification and should be of proportion 1:2:4 or 1:1 ½:3 having a minimum compressive strength (in work test) 150 kg. or 200kg /Cm² in 15cm cubes at 28 days after mixing and test conducted in accordance with IS 456 & 516 using 12mm size black hard hand/crusher broken granite chips (20mm size not to exceed 25%)

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Shuttering and centering shall be with seasoned sal wood planks, the inside of which shall be lined with suitable sheeting and make leak proof and water tight or alternatively steel shuttering and centering may be used.

The Department will have the right to inspect the scaffolding and centering made for the work and can act party or fully such structures if found defective in their opinion.

Cement Concrete in roof slab, beams etc. wherever prescribed by the Engineer-in-charge will be machine mixed and vibrated. The contractor should arrange his own concrete mixers, vibrators, and pumps etc. for this purpose.

Cement shall be used by bags and weight of one bag of cement being taken as 50 (fifty) kgs. The cement the companies having their own manufacturing units in the state of Odisha, are to be used in the work.

Department will not supply any materials what so ever for the work. The tender shall be financially vent and stable for advance procurement of all materials required for the work. However, the Department shall have the right to supply at any time in the interest of work any department materials to be used in the work, the contractor shall use such materials without any controversy or dispute on that account. The rates of use of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the department on Current schedule of rates whichever is higher.

In case of departmental supply the materials after fulfillment of Bank guarantees clause as specified in clause 82 the materials will be supplied by the department to the contractor at the rates inclusive of storage. after issue it will be the Contractor's responsibility for safe custody and upkeep of the materials. He has also to all incidental charges such as transport, storage handling etc. his rates quoted for the work to be inclusive of all charges.

The Contractor will be responsible for any misuses loss or damages due to any reasons what so ever of departmental material during the execution of work. In case of loss damage or misuse, recovery at the rate times the cost of the materials will be deducted from the bills or from his other dues.

If the Contractor removes any departmental materials supplied to him from the site of work a view dispose the same dishonestly he shall be in addition of any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times the price of the materials according to the rates calculated in the recovery schedule or issue rate of the department penalty so imposed shall be recovered at any use from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or from the proceeds of safe thereof.

In case of departmental supply, the selected Contractor may take delivery of departmental supply of material according to his need for the work issued by the Engineer-in-charge of the work. The contractor will make all arrangement for proper storage of materials. But no cost for shed for the storage of materials and of watchman etc. will be borne by the University. These are all to be borne by the Contractor. The department is not responsible for considering the theft of materials at site. It is Contractor's risk. Under any plea if the contractor stops the work, he shall have to pay the full penalty as per decision of the authority.

All materials which are to e supplied from University store will be as per availability to stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required size. No cut pieces of M.S. Rods and M.S. Angles, Tees and joints etc. less than 3'-0" in length will be accepted back as surplus and all these will be contractors property. After the issue from the University store the materials may be under the custody of the Contractor and the Contractor will be responsible for its safety and storage cut pieces more than 3'-0" in length will be returned by the Contractor at the issuing store without any conveyance charges.

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41. The Contractors should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
42. The Contractor shall not interfere with the execution of water supply or electrical fitting arrangement.
43. In case of materials supplied by the department no empty container such as empty cement bag, empty paint drum, empty distemper drum etc. will be received back by the department. Cost towards the empty containers as decided by the department will be recovered from the contractor's bill.
44. Whenever departmental machineries will be supplied on hire it shall be as per the charge noted in the enclosed form and may be changed from time to time.
45. No claim whatsoever will be entertained for supply of machineries.
46. The tenderers should furnish along with their tender a list of works, which are at present in their hand in the prescribed proforma enclosed herewith.
47. It should be clearly understood that:
 - (a) The joints of the bars are to be provided with lapping, welds or bottle nuts as will be directed by Engineer-in-charge.
 - (b) Concrete test specimens 6"x6"x6" (15cm x 15cm x15cm) in size (whether plain or reinforced concrete) for the work testing shall be taken for each structural members by a representative of the contractor in the presence of Maintenance Engineer of the University. The Contractor shall bear the cost so involved in testing the test. Specimen cube tests should be carried out in accordance to the IS 456 & 516.
 - (c) Test specimen shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the ground that the casting of the test specimen was faulty and that the result of the test specimen did not give a correct indication of the actual quality on concrete.
 - (d) Plain concrete and reinforced concrete specimens will be tested in University Laboratory, Cost of testing of all specimen and samples shall be borne by the contractor.
 - (e) The construction of well staining by injecting cement grout in coarse aggregate placed in position shall not be permitted.

Concrete of strength below 85% of the required strength (as determined by actual tests) shall not be accepted.

The rates quoted should be inclusive of carriage of water etc.

The Contractor shall employ one or more Engineering Graduate or Diploma Holders as apprentice at his site if the work as shown in the tender exceed Rs. 2,50,000/-. The period of employment will commence within the month after the date of work order and would last till the date, when 90% of the work is completed. This fair age to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under the Govt. of Odisha. The number of apprentices to be employed will be fixed by the Registrar in manner so that the total expenditure does not exceed one percent of the tendered cost of work.

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Each bill of the special or A class Contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the graduate or Diploma holders so employed by Contractor the effect that the work executed as per bill has been supervised / measured by him/ them therein.

List of tool and plants in possession of Contractor is to be furnished.

It is the responsibility of the Contractor to procure & store explosives required for blasting operation department may tender necessary possible helps for procuring license.

The Odisha Construction Corporation Ltd will be allowed price preference up to 3% on the lowest quotation or tender as laid down in works & transport Department Resolution No. 285 date 17.4.74.

(a) Central & provincial taxes are to be deducted at the prevailing rates as per statutory instruction received from time to time.

(b) 1% of the gross amount of the bill will be deducted from the contractors bill towards cess payable to the Odisha Building & Other Construction workers Welfare Board, Bhubaneswar.

It must be clearly understood that under no circumstance any interest is chargeable for the dues or additional dues if any payable for the work executed or final bill pending disposal due to any reason whatsoever.

Under section 12 of Contractor Labour (Regulation & Abolition) act 1970 the Contractor who undertakes execution of work through labour should produce valid license from Licensing Authority of Labour department.

The Contractor shall indemnify the Department for part of any compensation under workmen's compensation Act. VIII of 1923 on account of the workmen being employed by him and the full amount of compensation paid will be recovered from the Contractor.

In the event of the any particular item(s) of work for which the Contractor has quoted rate(s) which are closely below the corresponding estimated (rates) or (CSR) for the particular item, the difference between the account according to the estimated or (CSR) rates and the grossly under quoted rate for quantity of work to be execute by the contractor shall be kept withheld from the payment due to the Contractor until such time as execution of the said items(s) of work is/are completed in all respects by the Contractor to the full satisfaction of Engineer-in-charge.

The Contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be required by the Engineer-in-charge.

61. The foundation level & type of foundation as indicated in the body of the departmental drawing purely tentative basing on trial boring and for general guidance only. The conformity boring or plate loading test and testing of soil and rock samples at the time of execution shall be conducted by Engineer-in-charge of the work. The result obtained thereof shall be the guiding factor for the fixation of final foundation level & adoption of type of foundation. The contractor has to execute all such works as per provisions in the contract without any other claims and financial compensation.

62. Special class contractor shall employ under him one Graduate engineer and two diploma Holder. Belonging to the State of Odisha and likewise 'A' class Contractor shall employ under him one Graduate Engineer or Diploma Holders belonging to State of Odisha. The employment of such Graduate Engineer and Diploma Holders under the Contractor shall be full time and continuous and they shall not be superannuated retired, dismissed or removed personnel from any State Govt. or Central Govt. Service, Public Sector under taking, Private Companies and Firms or he is ineligible for appointment to Government Service. The Contractor shall pay them monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Government of Odisha. The Registrar of the University may however, assist the Contractor which names of such unemployed Graduate Engineers and Diploma Holder if Such help is sought for by the Contractor.

The names of such engineering personnel appointed by Contractor should be intimated to the tender receiving authority along with each tender, as to who would be supervising the work.

Each bill of the special or 'A' class Contractor shall be accompanied by an Employment Roll of the Engineering personnel together with a certificate of the Graduate Engineers or diploma Holders so employed by the Contractor to effect that the work executed as per the bill has been supervised by him/them.

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63. All quantities mentioned in the schedule are combined for ground floors and multi floors. In case of multi-storied buildings the rates should be through for the same.
64. It should be understood clearly that no claims whatsoever would be entertained.
65. The tenderer shall have to abide by the CPWD safety codes as introduced by the Govt. of India Ministry of works, Housing and Supply in their standing order No.44-50 dated 25.11.57.
66. The Contractor will have to submit to the Register, University monthly return of labour both skilled and unskilled employed by him on the work.
67. Authority will not however after acceptance of Contract rate, pay any extra charges for lead or for any of the reasons in case the Contractors found later on to have misjudged the materials available.
68. All fittings for doors and windows if supplied by the Contractor should be of best quality ISI marked and should be got approved by the Engineer-in-charge before they are used on the work.
69. After completion of the work the Contractor shall arrange at his own cost all requisite equipments for costing building, if found necessary and bear the entire cost of such test.
70. Tenderers are required to submit (1) a list of work in the hand in the prescribed proforma enclosed herewith (2) list of T&P (3) list of works executed along with the tenders.
71. All reinforced cement concrete works should be finished smooth. Extra charges for plastering if required to any RCC structure like columns, chajja etc. shall not be paid.
72. Bill for percentage tender 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.
73. The tenderer shall bear the cost of various incidental and contingencies necessitated by the work failing within the following or similar categories.
74. No claim for carriage of water whatsoever will be entertained.
75. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples are to be tested at University Laboratory at the cost of the Contractor with no extra cost to the Department.
76. If there is any damage to the work due to natural calamities like flood or cyclone and other cause during the course of execution of works or up to 6 months after completion of work or if any imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the Contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims whatsoever, in this regard will be entertained.
77. The bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge, before use in the work and should conform to the minimum strength as per National Building Code.
78. Under Section 12 of Contract labour Regulation and Abolition Act. 1970 the Contractor who undertakes execution of work through labour should produce valid license from the licensing authority of Labour Department.
79. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and to claim whatsoever regarding different in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
80. The Graduate Engineer of 'A' class and above should furnish E.M.D. along with the tenders as specified on the Tender Notice failing which the tender will be summarily rejected.
81. For the purpose of jurisdiction in the event of dispute, if any, contract should be deemed to have been entered in to within the State of Odisha and is agreed that neither party to the contract nor the Agreement will be competent to bring a suit in regard to the matters covered by this contract any place outside Odisha.
82. Clause-Before issue of the departmental materials to the contractor, he shall furnish Bank guarantee of any of the Nationalized Banks for a sum equal to the cost of materials. The Bank guarantee should be valid for the entire period of agreement. The same may be returned to the Contractor only after the materials supplied to him are fully utilized in the works and cost there recovered from his bill(s) in full or if the materials are partly utilized, the unutilized materials are returned by him to the Department in full and in good condition and receipt thereof duly acknowledge by the concerned Department Officer.
83. The tenderers are required to go through each clause carefully in addition to the clauses mentioned wherein before tendering.

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84. LIST OF PROJECTS EXECUTED TO BE FURNISHED BY THE TENDERER

Sl.No	Particulars of work now in hand	Amount of each Project	Approximate value of work done on each project till the date of submission of tender.
1	2	3	4

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85. Gradation of Ingredients

The coarse aggregates shall, as far as possible meet the following grade requirements as per I.R.C. Code

Grading No.	Size range	Sieve designation	Percent by weight Passing the sieve
Grade-I	90mm to 40mm	100mm	100
		90mm	90-100
		63mm	25-60
		40mm	0-15
		20mm	0-5
Grade-II	63mm to 40mm	75mm	100
		63mm	90-100
		50mm	35-70
		40mm	0-15
		20mm	0-5
Grade-III	50mm to 25mm	63mm	100
		50mm	95-100
		40mm	95-100
		25mm	0-15
		12.5mm	0-5

86. The tenderer may please note that while quoting rate for the percentage rate tender, additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalance i.e. less than the estimate cost by more than 10% in such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of post Office saving bank account/National saving Certificate/Post Office time deposit account/Kishan Vikash Patra/Deposit receipt of scheduled bank duly pledged to Registrar, V.S.S.U.T., Burla. It may clearly also be understood that, the tender entitled for exemption of E.M.D. & I.S.D. also shall have deposit the additional performance security as stated above. The department, till successful completion of the work, shall retain the additional performance security deposit as above.

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CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE

ENGINEERS/DIPLOMA HOLDERS

(For Special Class and A class Contractor only)

I/We do hereby certify that at present the following Engineering personnel are working with me/us in our firm/company and their bio data are furnished below:

Sl.No	Name of Engineering Personnel appointed for supervising Contract works withed	Qualification	Date of appointment	Monthly emolument	Whether full time engagement & continuous	If they are superannuated retired / dismissed or removed personnel from State Govt./Central Govt./Public Sector Undertakings/Private Companies and firms or any one ineligible for Govt. service.
1	2	3	4	5	6	7

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

Signature f the Tender

Date

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EXPERIENCE CERTIFICATE

Certified that Sri _____ Class Contractor has

Satisfactorily completed the following works under this organization

Sl. No	Name of the work	Agreement No.	Agreement amount in rupees	Date of Commencement	Stipulated date of completion	Actual date of completion	Reasons extension of time if granted
1	2	3	4	5	6	7	8

Signature of the Contractor

Signature with date & stamp
Of the authority under whom
Agreement was drawn

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SCHEDULE OF WORK

(Fixing of pavement industrial tiles in Garden near pump house and ramp side of Sir Visveswaraya Auditorium of VSSUT, Burla)

Sl. No.	Item	Unit	Quantity	Rate in Figure & Rate in words	Amount
1	Earth work in hard soil including dressing and levelling the bed and depositing the soil within 50m. initial lead and 1.5m.initial lift including rough dressing and breaking clods to maximum 5cm. to 7cm. and laying in layers not exceeding 0.3m. in depth and as per the direction of the Department.	Cum.	89.45		
2	Supplying, filling in foundation and plinth with sand well watered and rammed in 22.5 cm. (9") thick layers including watering and ramming with cost, conveyance, royalties and taxes of sand with labour and T&P required for the work etc. complete.	Cum.	81.33		
3	Cement concrete of proportion (1:3:6) in foundation and floors using 4cm size clean hard black crusher broken granite stone metal of approved quality and from approved quarry including hoisting, lowering and laying concrete in layers not exceeding 15 cm. (6") thick to the required level ramming, watering, curing etc. complete including cost, conveyance, royalties and taxes of all materials with all labour and T&P required for the work etc. complete in all respect.	Cum.	79.92		
4	Kiln burnt brick masonry in cement mortar (1:6) in foundation and plinth using K.B. bricks of 10" x 5" x 3" size having a crushing strength of not less than 75 kg/cm ² with dimensional tolerance + 8% including splays cutting circular moulding chamfering and corbelling and similar such type of works with all necessary projections watering and curing after immersing the bricks in water at least for six hours before use including cost, conveyance, royalties and taxes of all materials with all labour and T&P required for the work complete in all respect in all floors.	Cum.	14.09		
5	12 mm. (½") thick cement plaster (1:4) finished smooth to outside smooth surface of brick walls after raking out the joint including watering and curing with cost, conveyance, royalties and taxes of all materials with all labour and T & P required for the work etc. complete in all respect.	Sqm.	188.00		
6	Plain cement concrete (1:2:4) using 12mm size black hard crusher broken granite chips of approved quality from approved quarry including hoisting, lowering and laying concrete in layers, watering, curing etc. complete including cost, conveyance, royalties and taxes of all materials with labour and T&P etc. required for the work complete.	Cum.	17.25		
7	Supplying, fitting and fixing industrial vitrified tiles in floors of size 300mm x 300mm of approved make confirming to IS:13755 laid on 20mm thick cement mortar (1:4) (1 cement : 4 course sand) and filling joints with white cement of approved quality including cost of precast tiles.	Sqm.	963.65		

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Total 07 (Seven) items only

1)	My / our quoted rate is words) excess over / less than/ equal to the estimated cost	% (both in figure and
2)	My tendered amount	
	(a) In figures Rs	
	(b) In words Rupees	

INSTRUCTION TO TENDERER

- (1) Only percentage quoted rate of the tenderer shall be considered, if schedule of rate will be provided in schedule of work.
- (2) Percentage quoted by the tenderer shall be accurately field in words and figure.
- (3) If any discrepancy is found between words and figure rate quoted in words shall be taken as correct.
- (4) If any discrepancy is found in the rate quoted in “percentage excess or less” and “total amount quoted” by the tenderer then the percentage shall be taken as correct and accordingly the tender price shall be corrected which would be binding upon the tenderer:
- (5) If the tenderer quotes the percentage without mentioning excess or less and not supported with the corresponding amount will be treated as “excess”
- (6) The contractor shall write the percentage in excess or less up to one decimal point only. If the tenderer writes the percentage up to two or more decimal point the 1st decimal point shall only be considered without rounding off.

Contractor

Approved

No. of omission:-
No. of correction: -
No. of overwriting:-
No. of interpolation:-

Registrar

1. Total No. of Correction :-
2. Total No. of Overwriting :-
3. Total No. of Interpolation :-
4. E.M.D.:- Furnished for Rs ------(Rupees -----)only
In shape of N.S.C/Postal saving pass book /Postal time deposit account/K.V.P. duly Pledged /Not pledged/Not Furnished.
5. I.T.C.C./PAN card :- Furnished / Not furnished
6. VAT C.C./ TIN No. :- Furnished / Not furnished

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