

GOVERNMENT OF ODISHA
Forest and Environment Department



INVITATION OF BIDS

NAME OF WORK: - Special repair i.e. providing renewal coat over cement concrete approach road from main entrance gate to existing black top road near Modern Tissue Culture Laboratory building(Part-1)

ESTIMATED COST: - Rs.4,19,729.00

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**OFFICE OF THE CHIEF EXECUTIVE
REGIONAL PLANT RESOURCE CENTER,
BHUBANESWAR**

E-mail- www.rprcbbsr.com

TENDER CALL NOTICE

No- 763/RPRC

Date- 10.04.2018

TENDER CALL NOTICE NO- (38)RPRC of 2018-19

1. The Chief Executive, RPRC, Bhubaneswar, on behalf of Governor of Odisha invites **Percentage Rate** bids for the works as detailed in table below, from eligible contractor registered with the state Government and Contractor of equivalent Grade / Class registered with Central Government / MES / Railway or other licensing Authority for execution of civil works on production of definite proof from the appropriate authority.
2. The bidders may submit bids for the following works.

SL No	Name of work	Approx estimated Cost (Rs.)	Additional places of sale & receipt of Tender Documents	Class of contract or eligible	Bid Security / E.M.D (Rs.)	Cost of documents (Non refundable) including VAT @ 5% (Rs.)	Period of completion (In months)
1	2	3	4	5	6	7	8
1	Special repair i.e. providing renewal coat over cement concrete approach road from main entrance gate to existing black top road near Modern Tissue Culture Laboratory building(Part-1)	419729/-	O/o the Chief Executive ,RPRC, Bhubaneswar.	D & C	4200.00	2000.00+18 % GST	45 days

- 3 Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours on working days except Sunday and public holidays till last date & hour of sale and receipt of tender papers.
- 4 Bid must be accompanied with bid security (EMD) of the amount specified against the work in the table under Col.6 above from any scheduled Bank payable at Bhubaneswar and duly pledged in favour of the Chief Executive, RPRC, Bhubaneswar. Bid security will have to be in any one of the forms as specified in the bidding documents. Non submission of Bid security in specified form along with bid, shall be rejected.
- 5 The sale of the Bid documents shall start from dt- **11.04.18** and will close on dt.**23.04.18 up to 4.00 P.M.** & Bid shall be received up to **3P.M on dt 24.04.18** in the office Chief Executive, RPRC, Bhubaneswar,
- 6 Bids must be delivered in the tender box in the office of Chief Executive, RPRC, Bhubaneswar.
- 7 Bids documents may be purchased from office of Chief Executive mentioned against the work in the table under Col-4 as well as the office of the undersigned against a non-refundable cost of the documents as indicated column-7 in shape of demand draft issued from any Scheduled bank payable at Bhubaneswar and in favour of Chief Executive, RPRC, Bhubaneswar.

- 8 Bid documents requested by mail will be dispatched by registered post / speed post on payment of an extra amount of **Rs. 500/-** (Rupees Five hundred) over and above the cost of the Bid documents. The authority will not be held responsible for the postal delay if any in the delivery of the documents or non-receipt of the same in time.
- 9 Engineer Contractor desirous of availing E.M.D. exemption shall submit an affidavit to the effect that he/she has not availed this facility for more than two works during the current financial year. The name of the work and authority to whom he has submitted the tender shall be specified in the affidavit. If the same is not enclosed with the tender it shall be treated as normal and no claim for E.M.D. exemption shall be entertained.
- 10 **The Bids will be opened on dt.24.04.18 at 4P.M** in the office chamber of Chairman Tender Committee & in the presence of the bidders or their authorized representative who wish to attend. If the office happens to be closed on the last date of receipt or opening of the bids as specified, then the Bids will be received and opened on the next working day at the same time and venue unless otherwise notified.
- 11 Additional performance security shall be furnished by the bidder when the bid is less than the tender cost by more than 10%. In such event the bidders shall deposit an additional performance security to the extent of differential cost of bid amount & 90% of amount put to tender as indicated in Col.3 of the table in shape of Deposit receipt of any scheduled Bank / N.S.C./ Post Office Time Deposit Account / KVP / Post Office S.B. Account only duly pledged in favour of **Chief Executive, RPRC, Bhubaneswar at the time of drawl of Agreement.**
- 12 The tender should be mandatorily accompanied with the Xerox Copies of the valid registration Certificate, Bid Security (EMD), Valid VAT clearance certificate, PAN card and other requisite documents specified in eligibility criteria as per the DTCN. Otherwise bid shall be treated as non responsive.
- 13 The other details can be seen from the bidding documents.
- 14 The Authority reserves the right to increase / reduce the scope / cancel the work without assigning any reason thereof.

Sd/-

(Administrative Officer)

Memo No..... /RPRC, Bhubaneswar, Dt2018
Copy to Chairman Tender Committee for information & necessary action.

Sd/-

(Administrative Officer)

Memo No..... /RPRC, Bhubaneswar, Dt.....2018.
Copy to office notice board/ Web site of RPRC for information of all concerned

Sd/-

(Administrative Officer)

**OFFICE OF THE CHIEF EXECUTIVE ,
RPRC,BHUBANESWAR**

**DETAILED TENDER CALL NOTICE
(In continuation to N.I.T No. 10 of 2015-16)*****

1. Sealed percentage rate bids are invited in single cover system from eligible **'D' Class / 'C' Class** contractors registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways or other Licensing Authorities for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn up in P.W.D. FORM P1 for the work / works as mentioned in the **T.C.N. No 38 of 2018-19** with corresponding estimated cost as per T.C.N.. The Contractor shall verify the tender document of the work he is tendering for, before submission. He should tick (✓) against the work he is tendering for.
 - a. This tender is on turnkey basis and tenderers with sound financial background and capable of investing capital for advance procurement of all materials required for the work only need apply. Department shall not supply any material for the work at all.
 - b. This Detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

PURCHASE OF BID DOCUMENTS

2. Non-transferable Bid documents will be available **for sale** in the office of the **Chief Executive, RPRC, Bhubaneswar as per TCN** during office hours on all working days only from **dt 11.04.18 and up to 4.00 PM on dt. 23.04.2018**
3. i) Bids documents may be purchased from in the office of Chief Executive, mentioned against the work in the table under Col-4 as well as the office of the undersigned against a non-refundable cost of the documents as indicated column-7 in shape of demand draft issued from any Scheduled bank payable at Bhubaneswar and in favour of Chief Executive, RPRC, Bhubaneswar. The DD should be **in split form of Rs.2000+ Rs.360.00** towards the cost of Bid document and GST from scheduled bank for an amount of **Rs.2360.00**.

(ii) Bid documents requested by mail will be dispatched by Regd. Post / Speed Post on payment of an extra amount of Rs.500.00 (Rupees Five hundred) only over and above the cost of Bid documents as in Clause- 3 (i). It must be clearly noted that department will not be held responsible in any manner for any postal delay in delivery of the Bid document or even for non-receipt of the same by the applicant.
4. The tender is to be submitted in sealed cover is to contain EMD, DTCN & B.O.Q. duly filled & signed in by the tenderer, **attested copy of Registration Certificate, PAN card, valid GST clearance certificate**, certificates in DTCN duly filled-in and any other documents required as per the relevant clauses of this DTCN and special conditions if any.

The tenderers are not required to write their names on the cover containing the bid documents. They are required to **write only the name of the work and authority who had issued the tenders**.

DROPPING OF BID DOCUMENTS

5. Throughout these documents, the term 'Bid' and 'Tender' and their derivatives (bidder / tender, bid / tender, bidding / tendering, etc.) are synonymous.
6. Before the deadline for submission of bids, the tender inviting authority may modify the bidding documents by issuing addenda.
7. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by phone to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by phone of the tender inviting authority.
8. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the tender inviting authority shall extend, as necessary, the deadline for submission of bids.
9. i) **The Bid comprising of documents in sealed Cover must be delivered / dropped by the tenderer in the right tender box at RPRC, kept in the offices as mentioned in Clause-2 during office hours on working days only up to 3 P.M on dt 24.04.2018.**

(ii) If one tenderer submits more than one bid for a particular work in the TCN, then all his / her bids for that work will be rejected.

- (iii) Tender dropped in the wrong tender box other than the specified one as in TCN / IFB at Sl. No. 6 will not be taken into consideration.
- (iv) If the Bid documents sent through mail (Regd. Post / Speed Post) reaches any of the above mentioned offices after **15.00 hours of dt. 24.04.18**, then the same will not be considered on any account even if the Bid documents were dispatched by the tenderer before the last date of Receipt.

OPENING OF BID DOCUMENTS

- 10. The tender will be opened by the **Chairman Tender committee, RPRC, Bhubaneswar** in the office of the Chief Executive, RPRC, Bhubaneswar at **4.00 P.M hours on dt.24.04.18** in the presence of the tenderers or their duly authorized representatives who wish to attend.

MODALITY FOR FURNISHING EARNEST MONEY DEPOSIT (E.M.D.)

- 11. The bid must be accompanied by E.M.D amount, which will be considered in line with the latest prevailing norm of the Govt. order @ 1% (one percent) of the estimated cost put to tender, as laid down in Column-6 of TCN/IFB in the shape of Deposit Receipt of any scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account only duly pledged in favour of the Chief Executive, RPRC, Bhubaneswar and payable at Bhubaneswar as per the terms and conditions laid down in OGFR and in no other form. The E.M.D. so deposited by the participating contractor / firm / company should exhibit evidence to the effect that the EMD amount belongs to the firm/company. Request for transfer of EMD from any other work to the tendered work will not be entertained. However, the bidder claiming for exemption of EMD amount must submit application separately along with the tender for such purpose along with the documentary proof. He should produce the **Original Registration Certificate on the date & time of opening of tender otherwise his tender is liable for rejection.**

The term EMD, ISD and APS should not be confused with each other. These have their distinctness as regards to their meaning and necessity.

- a. **EMD (Earnest Money Deposit)** amount is equal to (i) 1% of the value put to tender and is to be furnished by the tenderer in the sealed Cover in the shape and manner as clearly depicted above.
 - b. **ISD (Initial Security Deposit)** value is 2% of the accepted tender amount i.e. "contract price" and is to be deposited by the contractor before drawl / signing of the agreement in the shape and manner as detailed in the DTCN..
 - c. **APS (Additional Performance Security)** which is distinct in its meaning is explained in terms of its amount and manner of deposit in favour of the Chief Executive, RPRC, Bhubaneswar at the time of drawl of agreement as detailed in Clause-32 of this DTCN failing which, the tender will be considered as non responsive and the same is liable for rejection.
- 12. The EMD of unsuccessful bidders will be refunded from the office of the Chief Executive, RPRC, Bhubaneswar only after drawl of the agreement for the tendered work.

FACTORS TO BE CONSIDERED WHILE BIDDING

- 13. All the bidders must note that the earlier **F2 Agreement Form** has been renamed by the name **P1 Agreement Form** and this new version of the agreement form will be used and referred for all purposes in case of percentage rate tender. The contract will be drawn in P.W.D. P - 1 Contract Form & the contract shall be drawn & signed by Chief Executive, RPRC, Bhubaneswar, on behalf of the Governor of Odisha.
- 14. The work is to be completed in all respects within **stipulated period** as mentioned in Column-8 of TCN from the date of issue of Work Order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Chief Executive, RPRC, Bhubaneswar.
- 15. The tender should be mandatory accompanied with the Xerox copies of the valid Registration Certificate, valid VAT clearance certificate, PAN card.
- 16. An applicant or any of its constituent partners whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of inviting the present bid, shall be debarred from qualification. The tenderer is required to furnish an **legal affidavit** in original along with other documents in sealed Cover at the time of submission of tender papers about the **Authentication of Tender Documents** including **Bank Guarantee** to this effect is to be furnished separately as per format in **Schedule-C** of this DTCN. Non-furnishing required affidavit in **Schedule- C** of the DTCN, will render the bid for rejection.
- 17. The bidder shall furnish a certificate along with the tender documents in sealed Cover to the effect that he / she is not related to any officer in the rank of an Assistant Engineer & above in the center . or Assistant / Under Secretary & above in the Forest Department . If the declaration of the contractor awarded with the work subsequently proved to be false, the contract will be rescinded. The earnest money & the total security will be forfeited & he/she shall be liable to make good the loss or damages resulting for such cancellation. The proforma for No **Relationship Certificate** is exhibited vide **Schedule-A**.
- 18. i) When an individual makes the application for the tender, the individual should sign above his full type written name and current address.

- (ii) If the tender is put on behalf of any proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
 - (iii) If the tender is put by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address or alternatively, by a partner holding power of attorney for the firm, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application in sealed Cover.
 - (iv) If the application is made by a Private Limited Company or a Corporation, it shall be signed by the duly authorised person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such Limited company or corporation will be required to furnish satisfactory evidence of its existence along with the sealed Cover.
19. No tenderer will be permitted to furnish their tender in his own manuscript papers. All information should be written in English and strictly in accordance with the provision as mentioned in the Tender Schedule. The ~~tender containing~~ extraneous conditions by any bidder not covered in the Tender Call Notice are liable for rejection. Any change in the wording by the tenderer will not be accepted. The name and signature of the applicant or his authorized representative should appear at the bottom of each page of the DTCN and BOQ etc. comprising the Bid documents and any other documents / papers contained in the sealed Cover.
20. The signature of the tenderer on the documents as envisaged in the concluding line of Clause-19 above should in view of the authority-inviting tender, fairly tally with his specimen signature contained in the contractor's Registration Certificate Book. And, in case of authorized representative / Power of Attorney holder, his signature in the legal document duly conferring on him the authority to act so, should in view of the above authority, tally with his signatures on all the above aforesaid documents. The authority inviting the tender reserves the right to reject the tender if he genuinely feels the difference in the two signatures of the tenderer / power of attorney holder as described above.
21. **To be eligible for qualification, applicants shall furnish the followings.**
- a. Copy of valid registration certificate, VAT, PAN, etc and Required E.M.D. as per the Clause No.-11.
 - b. Affidavit in original regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant including authentication of tender documents and Bank guarantee in **Schedule-C** format as per Clause-16.
 - c. should satisfy Clause No.15 of DTCN.
22. Even if qualifying criteria are met, the bidders can be disqualified for the following reasons, if enquired and convinced by the Department as to
- (a) Making a false statement or declaration.
 - (b) **Past record of abandoning the work half way / recession of contract.**
 - (c) **Past record of in-ordinate delay in completion of the work.**
 - (d) **Past history of litigation.**
23. Letters etc. found in the tender box regarding raising or lowering the rate or dealing with any point in connection with the tender will not be considered.
24. In case of any discrepancy in printing or omissions of statutory specifications / clauses or any other part of this approved document as in this DTCN during process of download of the Bid documents, then the decision of the authority inviting the Bid / Tender will be binding on the tenderer.
25. (a) The authority reserves the right to reject any or all the tenders received without assigning any reason thereof.
 (b) The authority reserves the right to increase / reduce the scope of work without assigning any reason thereof.
- PERCENTAGE BID CR ITERIA**
26. In this case of percentage rate tenders, only percentage at par / excess / less of the total value put to tender for the whole work shall be written by the tenderer legibly both in words and figures at the last page of the **Bill of Quantity (i.e. Price Bid)** showing the total value put to tender. If there will be difference in numeral figure and the word depicting the percentage rate, then the "word" will be considered as correct. Any over writing, correction or interpolation should be avoided while quoting this percentage rate. Where unavoidable, this should be properly initialed by the tenderer.
- a. The tenderer must fill only one of the three alternatives / options mentioned at last page of the BOQ / Price Bid as to quoting of percentage rate.
 - b. If more than one will be filled in, then the Price Bid will be summarily rejected.
 - c. 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.
27. While preparing the bills for this percentage rate tender work, each item of work will be evaluated at the estimated rate and the gross amount will be derived from there by adding each individual item value. Then the percentage excess or less as quoted by the contractor will be added or subtracted from that gross amount of the bill.
28. Tenders received within due date and time as in Clause-9(i) will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders. The validity of the tenders can be extended if agreed to by the tenderer.
29. Every tenderer is expected to inspect the site of the proposed work before quoting his percentage rate for the work. He should also inspect the quarries, approach roads to quarries and satisfy himself about the quality and availability of materials. In every case, the materials must comply with the relevant specifications. Complaints by the tenderers at a future date regarding wrong assessment as to the availability of materials at quarries will not be entertained.
30. i) Bid documents consisting of specifications, the Schedule of Quantities and the set of terms and conditions of contract and

other necessary documents can be seen in all the offices issuing the documents, during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address.

- (ii) The tenderer shall carefully study the tentative drawings if any and specifications applicable to the contract and all other documents, which will form a part of the agreement before tendering for the work. Complaint at a future date that plans and specifications have not been seen by the tenderer can not be entertained.
- (iii) These tentative drawings are subject to revision or modification during the execution as per actual necessity and test conducted. But, the tendered rate for the total work quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however, be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

- 31. Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clauses mentioned herein before tendering.
- 32. Additional Performance Security shall be furnished by the successful bidder at the time of drawl of agreement. When the bid is less than the tender cost by more than 10%. In such event the successful bidder shall deposit **Additional Performance Security (APS)**. This **APS** amount is the differential cost of the Bid amount and 90% of the estimated cost. In other words Additional Performance Security = 90% of the Estimated Cost – Bid Amount.
The additional performance security shall be furnished by the ~~successful~~ bidder in shape of Fixed Deposit Receipt from any scheduled Bank / NSC / KVP / POTD etc. in the manner as specified in Clause-11 duly pledged in favour of Chief Executive, RPRC, Bhubaneswar, which will be over and above the initial security deposit. If the contractor fails to complete the work, the amount so furnished as **APS** will be forfeited in addition to other penal clauses if imposed.
- 33. Only the Schedule of Quantities showing the items of work, its quantity, its rate as per Estimate and the total value of the items i.e. work are contained in (Price Bid). It shall definitely be understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alteration or omissions, set forth in the conditions of the contract and such omissions, deductions, additions or alterations shall no way invalidate the contract.
- 34. The earnest money deposited by the tenderer will be retained and dealt with as per the terms and conditions of the O.P.W.D. code.
- 35. The bidder / tenderer whose bid has been accepted will be intimated by Regd. Letter by the RPRC authority prior to expiry of the validity period. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the works by the contractor as prescribed in the contract (here-in-after and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (**Initial Security Deposit**) in shape of Fixed Deposit Receipt of any scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the Chief Executive, RPRC, Bhubaneswar and in no other form..The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract and additional performance security in accordance with the provisions of the agreement.
 - (ii)The successful bidder will sign the agreement in conformity with Standard P.W.D. Form P1 with ~~latest~~ amendments within 15 (Fifteen) days following the notification of award i.e. "Letter of Acceptance" by the Chief Executive, RPRC, Bhubaneswar.
 - (iii)Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security** (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Twelve months of completion of the work and payment of the final bill and will not carry any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21-05-1997 J.O.R.No.202 W.F.D. Dtd. 06.03.98 ~~respectively~~ the E.M.D. will be forfeited in case where tenderers back out from the offer before acceptance of tender by the competent authority.
- 36. By admission of a tender for the work, a contractor 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 material including the medical aid, labour and food stuff etc. and that rate quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rate including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Chief Executive, RPRC, Bhubaneswar of the work and his authorized subordinates. After acceptance of the contract rate, Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regards to availability of materials, labour and other factors.
- 37. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tenderer for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back-out is furnished. Appropriate action for blacklisting such tenderers shall also be taken apart from disincentivising the tenderer.

RESPONSIBILITIES & OBLIGATIONS OF THE CONTRACTOR

- 38. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970, the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
- 39. The contractor should be liable to fully indemnify the department for payment of compensation under Workman Compensation Act. VIII of 1923 on any account of the workman employed by the contractor and full amount of compensation paid will be recovered from the contractor.
- 40. Tenderers are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd.26.02.55 and No.IIM-56/628842(5) Dtd.27.09.61 as amended from time to time.

41. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Chief Executive will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Chief Executive is final and binding on the contractor in such cases.
42. The contractor shall bear cost of various incidentals, sundries and contingencies in full necessitated in the work within the following or similar category.
 - a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work, collection of materials, storage, housing of staff or other purposes as required will be borne by the contractor for the work. No contractor will however be liable to pay rent / revenue of Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein at the look out of the contractor to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work is to be arranged by the contractor at his cost.
 - d. Fees and duties levied by the Municipality, canal or water supply authorities are to be borne by the contractor.
 - e. The contractor at his cost will arrange suitable equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents are the look out of contractor.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workers compensation act will be borne by the contractor.
 - h. The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
43. The contractor shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
44. The contractor should arrange the materials like steel, cement, paint and bitumen etc. of approved quality and specification and get it tested in the departmental laboratory and approved by the Chief Executive, RPRC, Bhubaneswar before use at his own cost for completion of the work within the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials
45. No payment will be made for benchmarks, level pillars, profiles and benching and leveling the ground where required.
46. After the work is completed, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials be removed from the site and the premises should be left neat and clean. These should be taken care of while quoting the percentage rate for the complete work.
47. Where the Department will feel it necessary, the Officer-in-Charge of the work shall issue a Site Order Book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the . Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly preached to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the RPRC. and shall not be removed from the site of work without written permission of the Engineer-in-charge and to be submitted to the Engineer-in- charge every month.
48. Income Tax at the prevailing rate / percentage calculated on the gross amount will be deducted from the contractor's bill.
49. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
50. 1% Labor CESS will be deducted from, Bill amount towards the Buildings and other Construction Workers Welfare CESS Act 1996 as per Labour & Employment Dept Resolution No. **12653 dt.15.12.2008**
51. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Chief Executive with their bills, failing which the amount towards royalties of different materials as utilised by the contractor in the work will be recovered from his bills and deposited in the revenue of concerned department.
52. Under no circumstances, interest is chargeable on the dues or additional dues if any payable to the contractor for the work.
53. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental. Damages if caused by fire or other causes to persons and structures etc., will have to be made good by the contractor at his own cost.
54. No part of the contract shall be sublet without written permission of the concerned Chief Executive or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
55. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
56. The quantity mentioned in the Schedule of Quantities can be increased or decreased to the extent of 10% for individual items subject to a financial implication of maximum 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.

ARRANGEMENT OF T&P MATERIALS

57. The contractor should at his own cost arrange necessary tools & plants and machineries etc. required for the efficient execution of work and must take into account its cost of conveyance, running charges etc. while quoting his single percentage rate for the whole work.

Clause-2(a) of P1 Contract:-TIME CONTROL:-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Chief Executive shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Chief Executive a work Programme for approval commensurate to Clause no. 2.1.3 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it appears to the Chief Executive that the actual process of the work does not conform to the work programme, the Contractor shall produce, at the request of the Chief Executive, a revised programme showing the modifications to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Chief Executive may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the revised Programme has been submitted.

Extension of the Completion Date

- 2.1.5. The time allowed for execution of the work as specified in the Contract shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Chief Executive, RPRC, Bhubaneswar issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money & Performance Guarantee / Security Deposit absolutely.
- 2.1.6. As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Chief Executive, RPRC, Bhubaneswar and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.1.7. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force measures
 - ii) Abnormally bad weather
 - iii) Serious loss or damage by fire) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- and**
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.1.8. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.1.9. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Chief Executive, RPRC, Bhubaneswar and this shall be binding on the contractor.

2.2. Compensation for Delay.

- 2.2.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the

Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Executive (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.1.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest whatsoever shall be payable on such withheld amount.

2.3. Management Meetings.

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

2.3.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dated, 27.05.2005 of Works Department, Odisha) :-

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Chief Executive shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

RESERVATIONS OF THE TENDER INVITING AUTHORITY

58. If any bonafide mistake or omission in the wording & description of any clause in DTCN is left unnoticed & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the Chief Executive, RPRC, Bhubaneswar reserves every right to correct that and all purchasers will abide by that correction as per Clauses-6 to 8.

59. Similarly, if any bonafide arithmetical error or mistake / omission in wording of any item or Unit of item etc. is left in the Bill of Quantity (Price Bid) unnoticed & inadvertently & the same is detected after sale of the bid document, then the Tender inviting authority i.e. the Chief Executive, RPRC, Bhubaneswar reserves every right to correct that and all purchasers will abide by that correction as per Clauses-6 to 8.

60. (i) In case of doubt / confusion / ambiguity on any score regarding qualification or disqualification of any tenderer for the bid and which is not specifically covered in the above clauses of the DTCN, then the decision of the authority inviting the tender i.e. the Chief Executive, RPRC, Bhubaneswar will be final & binding to all concerned for all purposes.

(ii) Similarly, after the drawl of the agreement with the contractor, in case of any controversy during execution of the work, then the decision by the Chief Executive, RPRC, Bhubaneswar within his limitations / power, will be final & abiding to the contractor, if not categorically specified in the clauses of DTCN or Agreement.

61. In case of ambiguity between clauses of this **DTCN** and the **P1** contract form, the relevant clauses of the P1 contract form shall prevail over the DTCN. The clauses not covered under P1 contract form shall be governed by the clauses of the DTCN.

62. That, for the purpose of determining the jurisdiction in the event of any dispute in the contract, it would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit with regard to the matter by this contract at any place outside the State of Odisha.

Total: - 62 (Sixty Two) clauses only.

Approved

**Sd/-
Chief Executive
RPRC, Bhubaneswar**

SPECIAL CONDITION

- 1) The Contractor will not claim anything in any shape from the Government if the work is curtailed or stopped at any stage for want of funds.
- 2) The work programme of the contractor should be followed strictly during course of execution and progress received from time to time. This work shall be completed in all respects as per the project outlay without fail. If at any time it should appear to the Engineer-in-charge that, the actual progress of the work does not confirm to the programme to which consent has been given, the contractor shall produce at the request of the Engineer-in-charge, a revised programme showing the modification to such programme necessary to ensure completion of the work within the time of completion. If the contractor does not submit an up-dated programme within this period, the Engineer-in-charge may withheld the amount of 1% of the contract value from the next payment certificate and continue to withheld this amount until the next payment after the date on which the over due programme has been submitted.
- 3) No extra expenditure will be allowed on any account pertaining to this work till its completion. Work is to be restricted to funds available.
- 4) The work is to be completed without cost overrun and time over run. Responsibility has to be fixed for delay in execution of the work and cost over run. In no case the work shall be spill over to next financial year and it has to be completed by the date line as the allotment for the work is valid up to end of current financial year.
- 5) Govt. of Odisha, Works Department Letter No. FAR 2/05-(pt) 24416 dt.24/12/05.

Clause No. 2.1.4.

If at any time it should appear to the Engineer-in-charge that, the actual progress of the work does not confirm to the programme to which consent has been given, the contractor shall produce at the request of the Engineer-in-charge, a revised programme showing the modification to such programme necessary to ensure completion of the work within the time of completion. If the contractor does not submit an up-dated programme within this period, the Engineer-in-charge may withheld the amount of 1% of the contract value from the next payment certificate and continue to withheld this amount until the next payment after the date on which the over due programme has been submitted.

- 6) All the concrete works must be cast either in the presence of Asst. Engineer or Junior Engineer and all pre measurement must be made either in the presence of Asst. Engineer or Junior Engineer before casting of R.C.C. Works.
- 7) In support of use of branded materials like bitumen, steel, cement, tile, paints etc, the agency shall produce the purchase bills/cash memo at the time of processing the bills, as per Government of Odisha Works Department letter No. 9161 dt. 01.07.2010.

SPECIAL CONDITION

The RCC / Cement Concrete casting work must be done either in the presence of Asst. Engineer or Junior Engineer concerned.

PROFORMA

Date	Nature of Work executed	Approximate quantity to be executed (in Cum)	Length / Area (In Meter / Sqm)	Officer Present with sign.	Remarks.
1	2	3	4	5	6

The above report be submitted to Division Office in every fortnight.

UNDERTAKING

I / We Sri

S/o Village.....

P.O. P.S....., Dist. do hereby undertake that, I / We will not claim any thing in shape from the Government if the work assigned to me / us curtailed or stopped at any stage for want of funds.

TECHNICAL SPECIFICATIONS FOR CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1785 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Note : For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard

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ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related*** to any officer of RPRC of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Forest Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*) - Strike out which is not applicable

Signature of the Tenderer
Date:-

WORKING EXPERIENCE

D-1. LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

WORKING EXPERIENCE

D- 2. LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

SCHEDULE - B

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER

- | | | | |
|----|----|--|----------|
| 1. | a) | Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | | b) If yes: give details: | |
| 2. | a) | Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. | Yes / No |
| 3. | a) | Has the tenderer or any of its Constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No |
| | b) | If yes, give details: | |

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summararily be rejected.

Signature of the Tenderer

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither I / **our** firm M/s _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

Signature of the Tenderer

Title of Officer

Name of Firm

Date:

Approved

**Sd/-
Chief Executive
RPRC, Bhubaneswar**

Sold for the work: -

Special repair i.e. providing renewal coat over cement concrete approach road from main entrance gate to existing black top road near Modern Tissue Culture Laboratory building(Part-1)

Vide Receipt No. _____ / Dated _____

**Sd/-
Chief Executive,
RPRC, BBSR**

FOR OFFICIAL USE ONLY

- | | | |
|----|------------------------------------|--|
| 1. | E.M.D. | Furnished / Not furnished

Rs. _____

In shape of _____

Pledged / Not Pledged |
| 2. | Valid Registration Certificate: - | Copy Furnished / Not Furnished |
| 3. | PAN Card: - | Copy Furnished / Not Furnished |
| 4. | Valid GST clearance certificate: - | Copy furnished / not furnished |
| 5. | Nos. of Tender paper: - | _____ |

Validity of Tender Paper: - VALID / UNVALID due to _____

(Chairman Tender Committee)

Tender Inviting Authority: Chief Executive , RPRC, Bhubaneswar.						
Name of Work:- Special repair i.e. providing renewal coat over cement concrete approach road from main entrance gate to existing black top road near Modern Tissue Culture Laboratory building(Part-1)						
Bid Identification No:-TCN-38 /2018-19						
Bidder Name:				Excess (+)	0.00	%
SCHEDULE OF WORKS						
Sl. No.	Description of work	No .or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1	Chipping, chiseling and cleaning the entire existing concrete road surface by using wire brush, including cost of all labour, T &P, sundries required for the work etc. complete in all respect as directed by the Engineer-in-charge.	931.10	Sq mt	12.40	Rupees twelve & forty paisa only	11545.64
2	Reinforced cement concrete of M-20 grade as per approved designs and drawings having a minimum compressive strength (in work test) of 200kg/cm ² in 15 cm cubes at 28 days after mixing and test conducted in accordance with I.S. 456 and I.S. 516 using 12 mm. to 20 mm. size black hard crusher broken granite chips (20 mm. size chips not to exceeds 25 %) and screened and washed sharp sand for mortar of approved quality from approved quarry to be mixed in concrete mixture including hoisting, lowering, laying and compacting concrete by using vibrators, watering and curing for 28 days, centering and shuttering then after dismantling and removing debris from the work site and finishing the exposed surface smooth providing grooves or beads wherever necessary including cost, conveyance, royalties and taxes of all materials and cost of all labours, sundries, T&P, required for the work etc. complete but excluding cost and conveyance of M.S. rods or Tor steel and binding wires and labour charges for straightening, cutting, bending etc. of M.S. rods or Tor steel tying the grills and placing in proper position as directed by the Engineer in charge.	70.30	Cum	4691.70	Rupees four thousand six hundred ninety one & seventy paisa only	329826.51
3	Cutting, Straightening coiled or bent up M.S. rods or Tor steel welding or jointing if necessary, bending, binding, tying the grills and laying in position as required for R.C.C. works and hoisting, lowering and placing in position in all floors according to approved designs and drawings including cost, conveyance, taxes of M.S. rods or Tor steel and binding wires of 18 to 20 gauge	12.70	Qtl	6169.80	Rupees six thousand one hundred sixty nine & eighty paisa	78356.46

	required for the work and cost of all labour, sundries, T&P etc. complete in all respect as directed by the Engineer in charge (payment will be made according to the actual weight of M.S. rod / Tor steel consumed in the work and no separate payment will be made towards weight of binding wires which is to be borne by the contractor at his own cost)				only	
Total estimated cost in Figures						419728.61 Or say 419729.00
Quoted Amount						
Quoted rate in Words						

Approved by

**Sd/-
Chief Executive
RPRC, Bhubaneswar**