



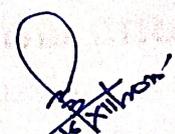
PANCHAYAT SAMITI OFFICE, KOLABIRA

Dist : Jharsuguda, (Odisha) Pin : 768213, P.h No: 06640-285110, E-mail: ori-kolabira@nic.in

No.....3317..... / Date.....16-12-2025.....

ADDENDUM

Please refer to tender call Notice No.3283 Date.11.12.2025 regarding Construction of GSSK Building with market complex at Kelendamal "DETAILED TENDER CALL NOTICE (For different Civil Works vide TCN No13/Kolabira-JSG/2025-26 pages No 16 to 27 are added.


Block Development Officer
Kolabira

Memo No. 3318 / Date. 16-12-2025

Copy to Office Notice Board/Tender File concerned.


Block Development Officer
Kolabira

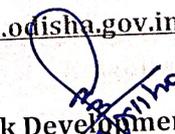
Memo No. 3319 / Date. 16-12-2025

Copy to the Collector & District Magistrate, Jharsuguda / CDO-Cum-EO, Zilla Parishad, Jharsuguda for information and necessary action.


Block Development Officer
Kolabira

Memo No. 3320 / Date. 16-12-2025

Copy of Tender Notice & Tender documents submitted to DeGM, Jharsuguda with a request to upload in the District Website www.jharsuguda.odisha.gov.in for wide publicity.


Block Development Officer
Kolabira

certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summararily rejected. The claim book is the property of the Office, and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.

115. Number of tests as specified in I.R.C./ MORT&H / I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.

116. Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MORT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time. Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.

After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

117. Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill.

All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilized for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer -in-charge when any plant or machinery goes out of order requiring major repairs.

The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work.

The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time of time. In no case the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-

Signature of Contractor


Block Development Officer
Kolabira

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charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipment's, the contractor shall arrange to get the hopper cleaned and the drums etc. washed at the close of work each day.

The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of superintending Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non- return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

This agreement made the _____ Two Thousand _____
_____ between (here-in-after referred to as "the hirer" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Orissa (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part.

Whereas the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants".

Signature of Contractor


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And whereas Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.
Now it is here by and between the parties here to as follows:-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop at Jharsuguda.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & workshop / store at Jharsuguda in the same good condition in which they were received by him.
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in- charge from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge .In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from

Signature of Contractor

Block Development Officer
Kolabira

the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

- (m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-In-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .
- (n) In case of any disputes between the hirer and the Government the decision of the Block Development Officer shall be final.
- (o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorized by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of the articles.	No.	Amount of hire per hour.	Remarks.

In witnesses where of the hirer and the Engineer-in-Charge have for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by:

1. _____ 2. _____

Signed sealed and delivered in the presence of

1. _____ 2. _____

118. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
119. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- Making a false statement or declaration.
 - Past record of poor performance.
 - Past record of abandoning the work half way/ recession of contract.
 - Past record of in-ordinate delay in completion of the work.
 - Past history of litigation.
120. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
121. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender 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 black listing the tenderers shall also be taken apart from disincentivising the tenderer.
122. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**
Clause-2(a) of P1 Contract:-TIME CONTROL:-
Progress of work and Re-scheduling programme.

Signature of Contractor


 Block Development Officer
 Kolabira

- i) The Executive Engineer / Engineer- In- Charge/Block Development Officer 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.
- ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme 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.
- 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, 1/4th of the whole time allowed under the contract has elapsed, ½ of the whole of the work before ½ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform 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 modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

Extension of the Completion Date.

- i) The time allowed for execution of the works as specified in the Contract data 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 Engineer-in-Charge 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.
- ii) 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 Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the 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.
- iii) 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.
- iv) Force majeure, or
- v) Abnormally bad weather, or
- vi) Serious loss or damage by fire, or
- vii) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
- viii) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- ix) 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, or
- x) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

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.

Sign:

Signature of Contractor

Block Development Officer
Kolabira

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 Engineer-in-Charge and this shall be binding on the contractor.

Compensation for Delay.

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 Superintending Engineer (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 2.5, 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.

Management Meetings.

- i) Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- ii) 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 dt 27.05.2005 of Works Department, Orissa):-To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

123. A contractor may be Blacklisted as per Amendment made to Appendix XXXIV to OPWD Code Vol-II on Rules for black listing of Contractors vide Letter No - 03365 dt- 01-03-07 of Works Department, Orissa.
- a) Misbehavior / Threatening of Departmental & supervisory officers during execution of work / tendering process.
 - b) Involvement in any sort of tender fixing.
 - c) Constant non- achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
 - d) Persistent and international violation of important conditions of contract.
 - e) Security consideration of the State i.e. any action that jeopardizes the security of State.
 - f) Submission of false / fabricated / forged documents for consideration of a tender.

124. **Labour Cess**
1% Labour cess will be deducted from the gross amount of the Contractor Bills.

Signature of Contractor


Block Development Officer
Kolabira

125. ELIGIBILITY CRITERIA:

To be eligible for qualification, applicants shall furnish the followings.

- a. Required E.M.D as per the clause No. 3
- b. Copy of Original Registration Certificate, GST Registration Certificate, PAN card, Original Affidavit for the particular work of the Tender Notice along with the tender documents submitted to the Block Development Officer, Kolabira, Jharsuguda before opening of the Bid for verification purpose.
- c. **Work Experience- Deleted.**
- d. **Information** regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and **affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "F"**.
- e. Submission of Original Bid Security and tender paper cost as prescribed in the relevant clause of DTCN i.e., before the stipulated date & time for opening of the bid.
- f. Those Engineer Contractor are desire of availing benefit as allowed to SC/ST Contractor are necessary to record the category to which they belong in the Registration Certificate (R.C.), otherwise their tender paper treated as normal tender.

Total: - 125 (One hundred Twenty Five) Clauses only.

Signature of
CONTRACTOR


Block Development Officer
Kolabira

Signature of Contractor


Block Development Officer
Kolabira

SCHEDULE-ACERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* ~~related~~/not related (*) to any officer of the Deptt. of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the PR Department, Govt. of Orissa 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/ 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

Signature of Contractor


Block Development Officer
Kolabira

**WORKING EXPERIENCE
D-1. LIST OF PROJECTS EXECUTED**

SCHEDULE-D1

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

Signature of
CONTRACTOR

Officer Concerned

Signature of Contractor


 Block Development Officer
 Kolabira

SCHEDULE-D2

**WORKING EXPERIENCE
D-2. LIST 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

Signature of
CONTRACTOR

Officer Concerned

Signature of Contractor


 Block Development Officer
 Kolabira

SCHEDULE - "E"**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

- | | | | |
|----|----|--|-------------|
| 1. | a) | Is the tenderer currently involved any litigation relating to the works. | Yes / No In |
| | 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 summarily be rejected.

Signature of the Contractor.

SCHEDULE - "F"**AFFIDAVIT**

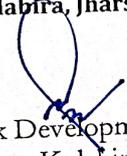
1. The undersigned, do hereby certify that all the statements made in the required attachments for the Tender work submitted to the Block Development Officer, Kolabira, Jharsuguda are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent 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.

(Signed by an Authorized Officer of the firm /bidder)

Date:

Total: - 27 (Twenty Seven) Pages Only.

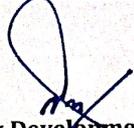
**Block Development Officer
Kolabira, Jharsuguda**


Block Development Officer
Kolabira

Signature of Contractor

Sold for the work "....."

Vide Money Receipt No. _____ Dt. _____ against Cash/Demand Draft No. _____
 _____ Dt. _____ payable at Kolabira.


 Block Development Officer
 Kolabira, Jharsuguda

For official use only

- | | |
|--|-------------------------------|
| 01. E.M.D.(1% of bid amount) | Furnished / Not furnished |
| | Rs. _____ |
| | in shape of _____ |
| | Pledged/Not Pledged |
| 02. Valid Registration certificate:- | copy furnished/Not furnished |
| 03. PAN Card :- | copy Furnished/Not furnished |
| 04. Valid GST clearance certificate :- | copy Furnished/Not furnished. |
| 05. Nos. of Tender paper: - | _____ |


 Block Development Officer
 Kolabira, Jharsuguda

Signature of Contractor


 Block Development Officer
 Kolabira