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OFFICE OF THE DISTRICT PROJECT COORDINATOR,
SARVA SHIKSHA ABHIYAN, RTE-SSA, KHORDHA

INVITATION FOR BIDS (IFB)

Bid Identification No.-CW/SSA-Khordha /01 of 2018-19

Tender Call Notice No-4927 dt.03.10.2018

The District Project Co-ordinator,(DPC) SSA, Khordha invites Percentage Rate bids for the work 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.

Name of the work	Approximate Value of work (In Indian Rupees)	Bid Security (EMD) (In Indian Rupees)	Class of Contractor	Cost of documents (non-refundable) (In Indian Rupees)	Period of completion in calendar months
1	3	4	5	6	7
Making tables for Teachers Training Center at Govt. Boy's High School , Unit-1 ,Bhubaneswar	9,28,350.00	18,567.00	D & C	4000/-	45 Days

1. Bidding document will be available in the website www.khordha.nic.in and www.opepa.in with effect from 11.00 AM of 05.10.2018 to 5.00 PM. of 30.10.2018. The tender will be opened on 02.11.2018 at 3 PM. Interested and eligible agency / firm may download BID DOCUMENT from website and apply accordingly. The BID document can also be procured from the cash section of Office of the District Project Co-ordinator,(DPC) SSA, Khordha.
2. Corrigendum / addendum, if required, will be uploaded in the above web site. Hence the potential bidders are requested to be in continuous touch with the above web site.
3. The Authority reserve the right to reject any/ all tenders without assigning any reasons thereof.

(By Order of Collector Cum Chairman)

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District Project Coordinator
SSA, Khordha.



BID IDENTIFICATION No. **CW/SSA-Khordha /01 of 2018-19**

TECHNICAL BID DOCUMENTS

making of Tables for Teachers Training Center at Govt. Boy's High School, Unit-1, Bhubaneswar.

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ESTIMATED COST: - Rs. 9,28,350.00

**OFFICE OF THE DISTRICT PROJECT COORDINATOR,
SARVA SHIKSHA ABHIYAN, RTE-SSA, KHORDHA**

Contractor

District project co-ordinator
SSA, Khordha

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Cost of tender paper Rs.4,000.00			
02.	E.M.D for Rs.18,567.00			
3	Additional Performance security (APS): Estimated cost put to tender minus quoted amount (when the bid amount is less than the estimated cost)			
04	Copy of valid Registration Certificate			
05	Copy of valid GST registration certificate			
06	Copy of PAN Card			
07.	No Relationship Certificate in Schedule – A			
08	Schedule – D-1, D-2 (working Experience)			
09	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)			
10.	Affidavit (Schedule-F)			
11	Tender Document duly signed and sealed by the authorised person of the bidder in each page as a token of acceptance of all terms and conditions of the Bid.			

NB : for detail, please refer the Detailed tender call notice.

OFFICE OF THE DISTRICT PROJECT COORDINATOR,
SARVA SHIKSHA ABHIYAN, RTE-SSA, KHORDHA

CONTRACT DATA

A. GENERAL INFORMATIONS

SI No	Particulars	Details
1	Bid Identification No.	CW/SSA-Khordha /01_ of 2018-19
2	Name of the Work	Making of Tables for Teachers Training Center at Govt. Boy's High School , Unit-1 ,Bhubaneswar
3	Officer inviting tender	District Project Co-ordinator,RTE-SSA, KHORDHA
4	Accepting Authority	District Project Co-ordinator,RTE-SSA, KHORDHA
5	Estimated Cost	Rs.9,28,350.00 (Rupees Nine Lakh Twenty eight thousand three hundred fifty) only

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	45 days
7	Last Date & time of submission of Bid	Time: 5.PM Date: 30.10.2018
8	Cost of Bid Document	
	i Bank draft amount/Cash	Rs.4,000.00
	ii in favour of (in case of BD)	District Project Co-ordinator,SSA,Khordha
	iii payable at (in case of BD)	Khordha
9	Bid Security/Earnest Money deposit (EMD) & Addition Performance Security	
	Bid Security/Earnest Money deposit (EMD)	Rs.18,567.00 in shape of Demand Draft/Bank Guarantee (BG) drawn in any nationalised / scheduled bank favouring District Project Co-ordinator,SSA Khordha .In case of BG , the validity should be minimum up to one year from the date of opening of the BID.
	Additional Performance security (APS): Estimated cost put to tender minus quoted amount (when the bid amount is less than the estimated cost)	In shape of Term deposit Receipt (TDR) / Demand Draft of any nationalised/scheduled bank and pledged in favour of "The District Project Co-ordinator,SSA Khordha" payable at Khordha
10	Mode of Submission of Bid	By speed post/ Registered post / courier
11	Availability of Tender Paper	Cash section of Office of DPC,SSA-Khordh and www.khordha.nic.in and www.opepa.in
12	Sale of Tender paper from cash Section on payment of the requisite amount as ,mentioned in sl.no.08 above	Up to 5PM of dated 30.10.2018
13	Date / Place of opening of Bid	At 3 PM on dt 02.11.2018 ,Office of the DPC,SSA, Khordha.
14	Bid validity period	90 days from the last date of submission
15	Currency of Contract	Indian Rupees
16	Language of Contract	English

Contractor

District Project Co-ordinator

OFFICE OF THE DISTRICT PROJECT COORDINATOR,
SARVA SHIKSHA ABHIYAN, RTE-SSA, KHORDHA

DETAILED TENDER CALL NOTICE (DTCN)

1. Sealed “**PERCENTAGE RATE**” bids are invited on “ **DOUBLE COVER SYSTEM**” from ‘**D**’ and ‘**C**’ Class contractors registered with the State Governments and Contractors of equivalent Grade/Class registered with Central Government/MES/Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work “Making of Tables for Teachers Training Center at Govt. Boy’s High School , Unit-1 ,Bhubaneswar.**The tables are to be prepared at the site i.e at Teachers Training Center at Govt. Boy’s High School , Unit-1 ,Bhubaneswar.**

2. Application Procedure:

- a. The Bid has been invited under double cover system i.e. **Technical Bid and Financial Bid**. The interested bidders are advised to submit two separate sealed envelopes super scribing “**Technical Bid for Making of Tables for Teachers Training Center & “Financial Bid for Making of Tables for Teachers Training Center ”** .Both sealed envelopes should be kept in another sealed envelope super scribing “**Tender for Making of Tables for Teachers Training Center”**. **The same should be sent to District Project Coordinator, Sarva Shiksha Abhiyan,Nayagarh Road,PO/Dist-Khordha ,Pin-752055 through Regd./Speed post /courier only.**

b. Technical Bid & Financial Bid.

The Bidder has to fill up the Technical bid Form (Format-TB) & submit it with a separate envelope with all self -attested documents as mentioned below . Similarly, the Financial Bid form has to be filled up in the original Bills of Quantity (BOQ) and to be submitted in separate sealed envelope along with the APS as mentioned in Contract Data.

Self-attested documents to be submitted along with the Technical Bid

- (i) Original Money receipt towards purchase of tender paper directly from cash section.DD/Bankers cheque in case of Tender Document down loaded from web site.
- (ii) EMD as mentioned in contract data sheet.
- (iii) Copy of valid Registration Certificate.
- (iv) Copy of valid GST registration certificate.
- (v) Copy of PAN Card
- (vi) No Relationship Certificate duly filled in Schedule – A.
- (vii) Schedule – D-1, D-2 (working Experience) duly filled up.
- (viii) Schedule-E duly filled up
- (ix) Schedule-F duly filled up
- (x) Tender Document duly signed and sealed by the authorised person of the bidder in each page as a token of acceptance of all terms and conditions of the Bid.

The Bidder who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened. The APS of the bidder technically disqualified will be returned after award of contract.

3. The estimated cost of **the work is Rs. 9,28,350.00/- (Rupees Nine lakh twenty eight thousand three hundred fifty) only**. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word “**Item rate**” shall be replaced by “**Percentage rate**” and the contract will be named as **P-1**.
4. **The bid documents are available in the website www.khordha.nic.in and www.opepa.in** from 11AM of 05.10.2018 upto 5PM of 30.10.2018.The last date & time of submission of bid is as per

contract data. The tender will be opened in the office of the **DPC,SSA Khordha** at **3 PM** on **02.11.2018** in the presence of the bidders or their authorized representatives who wish to attend.

6. The

5. The Bid document shall be available in the cash section of the Office of the DPC,SSA Khordha, within 11.00 AM to 5.00 P.M. of all working days up **to 5PM of 30.10.2018** by depositing non refundable amount as mentioned in Contract data in cash as cost of BID document. The BID document can also be downloaded from website **www.khordha.nic.in and www.opepa.in** and the cost of the tender paper is to be enclosed in shape of crossed Demand Draft / bankers cheque in favour of “District Project Co-ordinator,SSA Khordha” payable at Khordha along with the **Technical BID**.
6. The bid must be accompanied with financial instruments towards **bid security/EMD** of the amount as specified in the **Contract Data** along with the bid in the form of Demand Draft/Bank Guarantee (BG) drawn in any nationalised/scheduled bank favouring “The district Project Co-ordinator,SSA,Khordha” **payable at Khordha** as specified in the **Contract Data**. In case of BG , the validity should be minimum up to one year from the date of opening of the BID. The BG , if any ,is to be submitted as per prescribed Format enclosed .Bid not accompanied with EMD as specified above shall be liable for rejection. **No exemption / concession is allowed to any type of bidders under Sarva Sikhya Abhiyan guidelines.**
7. The **successful 1st lowest bidder** is required to produce documents in **original as mentioned in the DTCN within 5 (five) working days from the date of opening of the tender for verification in the office of the tender inviting authority** otherwise his/ her bid shall be declared as **non-responsive** and thus liable for rejection.
8. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidder whose bid is accepted must submit a work programme at the time of execution of Agreement.
9. All **bids** received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the bid inviting Authority.
10. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish self-attested copy of **affidavit** at the time of submission of bid about the authentication of bid documents including DD/Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the self -attested copy of information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**.
11. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above or Assistant/ Under Secretary & above working under Odisha Primary Education Programme Authority (OPEPA). If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
12. (i) Each bidder is to submit along with bid a note regarding his experience on construction of **Building works**.
a) Name of the work: -
b) Estimated cost: -

- c) Major Items of work: -
- d) Quantity of items: - i) As per Agreement: -
ii) As per execution: -
- e) Date of Commencement:-
- f) Stipulated date of Completion: -
- g) Actual date of completion: -

i) Other details if any. : -

ii) The prospective applicant in its name should furnish list of similar nature of work satisfactorily completed in Schedule-D1 and list of works in progress in Schedule-D2.

13. If an individual makes the application, the individual should sign above his full type written name and current address.
14. If the application is made by proprietary firm, it shall be signed by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
15. If the application is made by a firm in partnership, it shall be signed by a partner holding power of attorney for the firm in which case 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.
16. If the application is made by a limited company or a corporation, it shall be signed by a duly authorized 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 technical bid.
17. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
18. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted in English.
19. Submission of more than one tender by a bidder for the work will liable for rejection of all such tender papers.
20. **Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of Percentage Rate tender:-**
 - (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
 - (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.
 - (iii) The Contractor will quote percentage excess/less up to two decimal points only. If he writes the percentage excess/less up to three or more decimal points, the second decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd.23.07.2013.).
 - (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

21. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
22. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder 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.
23. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
(ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution. For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.
24. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.
25. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
26. **(i) Amendment to Appendix - IX, Clause -36 of OPWD Code Vol.-II by inclusion.**
If the rate quoted by the bidder is **less than 15%** of the tendered amount, then such a bid shall be **rejected** and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned tender committee will remain present.
Additional Performance Security:
(ii) Amendment to Para 3.5.5 (v) Note - II of OPWD Code Volume -I by modification
Additional Performance Security (APS) shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of **Term Deposit Receipt /DD** pledged in favour of The District project Co-ordinator, SSA, Khordha. The bidder shall submit the Additional Performance Security along with the financial bid. Furnishing original APS, if any, is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection. The bidder shall deposit the original **"Additional Performance Security"** in a separate sealed envelope along with the Finance bid. All the documents including the envelope containing Additional Performance Security must be produced in another sealed cover super scribing the name of the work for which the instruments/documents are, before the tender inviting authority on or before the due date as per the contract data.

The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft/Term Deposit Receipt, their price bid will not be taken into consideration for evaluation even if they have qualified in the technical bid evaluation.

(APS) in proper shape as mentioned in the contract data, to the intending extent vis-à-vis the estimated cost of the work put to tender.

27. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
28. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
29. (i) Schedule of quantities are accompanied in Cover-II (Finance Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
(ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
30. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.
31. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
32. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the District Project Co-ordinator, SSA Khordha prior to expiration of the validity period by E mail confirmed by registered letter. This letter (Hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the tendering authority will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").
i) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per the DTCN and in no other form which including the amount already deposited as bid security (earnest money) shall be 5% of the value of the tendered amount and sign the agreement in the **PWD Form P-1** for the fulfillment of the contract in the office of the **District Project Co-ordinator, SSA, Khordha and payable at** the place as specified in the **Contract Data** or as directed. 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 fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.
iii) The agreement will incorporate all correspondence between the officers inviting the bid and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the authority inviting tender. Following documents shall form part of the agreement.
a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
b) Standard P.W.D. Form **P-1** with latest amendments.
iv) Failure to enter in to the required agreement 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 deposit and additional performance security deposit are received by the Tender Inviting Authority. The security will be refunded after one year of completion

of the work and payment of the final bill and will not carry any interest.

v) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97

J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

vi) Amendment to Para 3.5.18 Note – viii of OPWD Code Vol.-I

Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.

vii) Amendment to Para 3.5.14 Note – I of OPWD Code Vol.-I

If L-1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder. If fulfills, the required criteria would be called for drawing of agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is black listed, it will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the State.

33. That for the purpose of jurisdiction in the event of disputes if any of the contract 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 in regard to the matter by this contract at any place outside the State of Odisha.
34. 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 workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
35. Bidders 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.
36. 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 District Project Co-ordinator,SSA Khurdha 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 DPC is final and binding on the contractor.
37. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full 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 as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay 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 to the satisfaction of the local health authorities
 - c) Suitable water supply including pipe water supply wherever available for the staff and labour
 - d) Fees and duties levied by the municipal, canal or water supply authorities.
 - e) 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.
 - g) Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also becomes payable due to operation of the workmen compensation act.

- h) The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
38. After the work is finalized, 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 removed from the site and premises left neat and clean, this should be inclusive of the rate.
 39. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
 40. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
 41. The bidder 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.
 42. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the **District Project Co-ordinator,SSA,Khordha** during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
 43. Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the condition of **DTCN**.
 44. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MoSRT&H, Govt. of India. MoSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
 45. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
 46. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
 47. Concrete should be machine mixed unless otherwise ordered in writing by the Engineer-in-charge. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
 48. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
 49. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
 50. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
 51. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
 52. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub- Divisional office in-charge subject to the availability of the materials. The bidder shall make

all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.

53. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.
54. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
55. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
56. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
57. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
58. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
59. a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
 b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
 d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
 e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
60. The thickness of cement concrete in top plugging should be as per Departmental drawing.
61. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
62. No claim for carriage of water what-so-ever will be entertained as this has been included in the estimate and the bidder has to quote his / their rate accordingly.
63. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Sr. TC, of SSA Khordha. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.

64. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
65. **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates 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 rates 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 Engineer-in -Charge 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 regard availability of materials, labour and other factors.
66. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
67. Prevailing rate ofVAT/GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
68. 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 **DPC, SSA Khordha** with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
69. CESS @ 1 (one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
70. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
71. 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.
72. **Sample of all material -** The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the **DPC,SSA Khordha**
73. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
74. **Payment for variation in price -** (Vide Works Department Memorandum No-12606 /W dt.24.12.2012. Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below:-
(a) (i): REIMBURSEMENT/RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L). If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L.) incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) 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. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get

price escalation on the above materials on the value of works executed during the extended period. This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months. In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on the ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen)months there from.

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

Price adjustment for increase or decrease in cost of materials other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

Where, V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of materials other than cement, steel, bitumen, pipes and POL.

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

M_0 = The all India wholesale price index (all commodities) prevailed during the quarter of last date of receipt of bids (as published by the Economic Adviser to Govt. of India, Ministry of Industry and commerce, New Delhi).

M_i = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause -98 (d) below.

(ii): REIMBURSEMENT/ RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL,CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER: If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases/ decreases beyond the price(s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period. Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions:

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer in charge. Recovery in case of decrease in prices of cement, steel, bitumen & pipes shall be made by **DPC,SSA Khordha** from the Contractor immediately. The increase/decrease in prices of cement, steel, Bitumen and Pipes for reimbursement/recovery shall be determined as follow.

a) Adjustment towards differential cost of cement

$$V_c = (C - C_0) / C_0 \times \text{Actual quantity of cement utilized in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$$

Where, V_c = Differential cost of cement i.e. amount of increase or decrease in rupees to be paid

or recovered.
 C_i = All India Wholesale price index for cement for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi.

C_o = All India Wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of Steel

$V_s = (S_i - S_o) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration.}$

Where, V_s = Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.

S_i = Cost of the Steel as prevailed during the period under consideration as fixed by Steel Authority of India.

S_o = Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

c) Adjustment towards differential cost of Bitumen.

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

Where, V_b = Different cost of Bitumen i.e. amount of increase or decrease in rupees to be paid or recovered.

B_i = Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL/BPCL/HPCL.

B_o =Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) Adjustment towards differential cost of pipes. V_p

$= 0.85 \times P_p / 100 \times R (P_i - P_o) / P_o$

Where, V_p = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.

P_p = Percentage of pipe component of the work as indicated in the clause 98 (d)

R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate

P_i =All India Whole sale price index for the period under consideration as published by Economic Advisor, Govt. Of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.

P_o = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any, for the type of pipe under consideration.

(b): REIMBURSEMENT/ REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT: If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof for this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase/decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

$$VI = 0.85 \times PI / 100 \times R \times (Li - Lo) / Lo$$

Where, VI = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

Lo= the minimum wages for labour as notified by State Government, as prevailing on the last stipulated date of receipt of tender including extension, if any.

Li= the minimum wages for labour as notified by State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.

PI = Percentage of labour component of the work, as indicated in the clause 98 (d).

(c): REIMBURSEMENT/REFUND DUE TO VARIATION IN PRICES OF P.O.L: Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L, which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids 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. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

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

$$Vf = 0.85 \times Pf / 100 \times R \times (Fi - Fo) / Fo$$

Where, Vf = Increase or decrease in the cost of work during the quarter under consideration due to Changes in rates for P.O.L.

Pf=Percentage of P.O.L. component of the work, as indicated in clause-98 (d) below

R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate/ derived rates.

Fi = All India Wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Adviser, Govt. of India, Ministry of Industry And Commerce, New Delhi. In respect of the justified period extended, the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration, whichever is less, shall be considered.

F0= All India Whole sale price index for Fuel, oil & lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

(d): The following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

PERCENTAGE TABLE

Sl. No.	Category of Works		% Component (Cost wise)		
			Labour (PI)	POL (Pf)	Steel + Cement + Bitumen+ Other Materials*
1	R&B Works (% of Component)	Road Works	5	5	90
		Bridge Works	25	5	70
		Building Works	20	-	75
2	Irrigation Works (% of Component)	Structural Work	25	5	75
		Earth, Canal & Embankment Work	25	10	65
3	PH Work (% of Component)	Structural Work	5	5	70
		Pipeline Work		-	Pipe-70%
			10		*Other materials-25%
		Sewer line		-	Pipe-70% *Other materials-20%

*Note: - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.

(e): APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-charge, furnish documents to be verified in such a manner as the Engineer-in-charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L. give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition along with information relating thereto which he may be in a position to supply.
- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender

was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

75. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
76. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what -so- ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
77. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 11 of the **P-1** Contract.
78. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down also binding on the part of the contractor.
79. No part of the contract shall be sublet without written permission of the **DPC, SSA Khordha** or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
80. 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.
81. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
82. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
83. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
84. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
85. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a 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 property of the P.W.D. 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.
86. Number of tests as specified in I.R.C./MoSRT&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.

87. 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.
88. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department
 - (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
89. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
90. 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.

91. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**

Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-

2.1. Progress of work and Re-scheduling programme.

- 2.1.1. The DPC,SSA Khordha 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 DPC,SSA Khordha for approval a Programme commensurate to **Clause No. 2.1.3 of P-1 Contract** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast indicating the quarter wise milestone.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, 1/2 of the whole of the work before 1/2 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.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. 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.

2.2. Extension of the Completion Date.

- 2.2.1. 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.
- 2.2.2. As soon as possible after the Contract is concluded 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.
- 2.2.3. 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 majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - 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, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. 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.
- 2.2.5. 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.

2.3. Compensation for Delay.

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 of **P-1 Contract** 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 Engineer –in-charge(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 of **P-1 Contract** 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 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. 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, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 of P-1 Contract, 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.

2.4 Management Meetings.

2.4.1 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.

2.4.2 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 P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.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 DPC shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

92. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listings of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted

- i) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
- ii) Involvement in any sort of tender fixing.
- iii) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- iv) Persistent and intentional violation of important conditions of contract.
- v) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- vi) Submission of false/ fabricated / forged documents for consideration of a tender.

93. **EIGIBILITY CRITERIA: - The applicants submitted the following document/paper will be eligible for technical qualification**

- (1) Original Money receipt towards purchase of tender paper directly from cash section.DD/Bankers cheque in case of Tender Document down loaded from web site.
- (2) EMD as mentioned in contract data sheet.
- (3) Copy of valid Registration Certificate.
- (4) Copy of valid GST registration certificate.
- (5) Copy of PAN Card
- (6) No Relationship Certificate duly filled in Schedule – A.
- (7) Schedule-E duly filled up
- (8) Schedule-F duly filled up
- (9) Tender Document duly signed and sealed by the aurtherised person of the bidder in each page as a token of acceptance of all terms and conditions of the Bid.

Total: - 93 (Ninety three) clauses only.

District Project Coordinator
SSA, Khordha

SCHEDULE - A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related*** to any officer of of the rank of Assistant Engineer & above , any officer of the rank of Assistant / Under Secretary and above working under Odisha Primary Education Programme Authority (OPEPA). 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:-

FORMAT OF BANK GUARANTEE

To

**The District Project Co-ordinator
SSA,Khordha**

Sir/Madam

Whereas....., (hereinafter called "the Bidder"), has submitted their offer dated..... for renovation of teachers training centre ,(herein after called the tender) against purchaser's DPC,SSA Khordha tender enquiry No. dated

KNOW ALL MEAN by these presents that We..... of..... having our registered office at.....(hereinafter called the "Bank") are bound unto the **The District Project Co-ordinator ,SSA Khordha** (hereinafter called "purchaser") in the sum of **Rs.18,567/-**. for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed, with the Common Seal of the said Bank this..... day of.....2018

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Tender.
2. If the tenderer having been notified of the acceptance of its tender by the Purchaser during the period of its validity :-

(a) If the tenderer fails to furnish the performance security for the due performance of the contract

(b) Fails or refuses to accept/execute the Contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser have to substantiate its demand, provided that, in it's demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to _____ and any demand in respect thereof should reach the Bank not later than the above date.

Our _____*branch at Khordha (name and address of the _____*branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this bank guarantee only and only if you serve upon un at our _____*branch. A written claim or demand and received by us at our _____* branch on or before dated _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

(Name & designation of the officer)

Seal, name, date & address of the bank and address of the branch

***Preferably at Khordha.**

SCHEDULE - D1
WORKING EXPERIENCE
(D-1. LIST 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

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 the Tenderer

SCHEDULE - E

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

1. a) Is the tenderer currently involved Yes / No in any litigation relating to the

works.
- 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

SCHEDULE - F

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 authorised 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 or Bidder)

Approved for 25 (Twenty five)pages only Excluding Bills of Quantity

District Project Coordinator, SSA, Khordha

Bills of Quantity(BOQ)

Tender Inviting Authority: District Project Coordinator,SSA ,Khordha					
Name of Work: Making of Tables for Teachers Training Center at Govt. Boy's High School,Unit-I,Bhubaneswar					
Bidder Name		Quoted Rate(Less(-) or Excess(+) in %			
<u>SCHEDULE OF WORKS</u>					
(This BOQ must not be modified/replaced by the bidder and the same should be furnished after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to fill up the Bidder Name and Values only)					
SL. NO.	ITEM	QUANTIT Y	UNIT	RATE IN RS.	AMOUNT IN RS.
1	Preparation of table made out of 19mm BWR Ply wood (ISI Mark) pasted with 1mm mica for out side and 0.8 mm mica as inner as per approved designed inclusive of all i.e Materials ,Labours,Transportation ,Sundries T & P etc. completed as per the direction of the Engineer-in-charge.	196	No	4229.00	8,28,884.00
				RS.	8,28,884.00
	GST(12%)			RS.	99,466.00
	Total			RS.	9,28,350.00
RUPEES NINE LAKH TWENTY EIGHT THOUSAND THREE HUNDRED FIFTY ONLY					

BOQ 01 pages only

Signature of the Bidder