

# GOVERNMENT OF ODISHA

PANCHYATIRAJ DEPARTMENT



## INVITATION FOR BIDS FOR THE WORK

**Upgradation of Existing Classrooms to Smart Classroom, e-Library,  
Provision of toilets, Drinking Water facilities and Development of  
playground of Panchupalli Bhim Balabantaray Higher Secondary  
School Chilika Block.**

**Estimated Cost – 1415778.00**

**OFFICE OF PANCHAYAT SAMITI, CHILIKA**

# INDEX

<b>Sl. No.</b>	<b>CONTENTS</b>	<b>PAGES</b>
1.	Tender Call notice	5-6
2.	Check list	03
3.	Contract data	3-4
4.	Instruction to Bidders (ITB)	07-17
	Detailed Tender Call Notice	18-41
6.	Technical specification of Civil Portion of Work	42
7.	General condition	43-44
8.	Schedule – A	45
9.	Schedule – E	46
10.	Schedule – F	46
11.	Schedule – H	47
12.	Schedule – I	48

**CHECKLIST TO BE ENSURED BY THE BIDDER**

Sl. No	Particulars	Reference to DTCN Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs.6000.00 in shape of DD drawn in favour of Block Development Officer, CHILIKA payable at CHILIKA	No.4			
02.	E.M.D for <b>Rs Nil</b> in shape of <b>N.S.C./K.V.P./Postal Savings Bank Accounts/Post Office Term Deposit Account/TDR of any Nationalised Bank duly pledged in favour of the</b> Block Development Officer, Panchayat Samiti, CHILIKA, payable at CHILIKA	No.5 & 20			
03.	Copy of valid Registration Certificate	No. 21			
04.	Copy of valid GSTIN clearance certificate	No.21			
05.	Copy of PAN Card	No.21			
06.	No Relationship Certificate in Schedule – A	No.35			
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	No.49			
(B)	Affidavit (Schedule-F)	No.49			

**CONTRACT DATA**

**A. GENERAL INFORMATIONS**

SI No	Item	Details
1	Name of the Work	Upgradation of Existing Classrooms to Smart Classroom, e-Library, Provision of toilets, Drinking Water facilities and Development of playground of Panchupalli Bhim Balabantaray Higher Secondary School Chilika Block.
2.	Officer inviting tender	Block Development Officer, CHILIKA
3.	Executive Engineer concerned with headquarters authorized as Engineer-in-charge of this work.	Assistant Executive Engineer, Chilika, Khordha
4	Executive Engineer with headquarters	Additional Executive Officer (Tech), Zilla Parishad Khordha

**B. BID INFORMATION**

7	Intended completion period/Time period assigned for Completion	Three (03) calendar Months	
8	Last Date & time of submission of Bid	<b>Time 5.00 PM</b>	
		<b>Date: 01.12.2023</b>	
9	Cost of Bid Document		
	i	Bank draft amount	<b>Rs. 6000/-</b>
	ii	in favour of	Block Development Officer, CHILIKA
	iii	payable at	CHILIKA.
10	Bid Security		
	i	Amount	<b>Rs. 14158/-</b>
	ii	in favour of	Block Development officer, CHILIKA.
	iii	payable at	CHILIKA.
	iv	Type of instrument	As specified in the bid document.
11	The financial years of last five years		
12	Bid validity period	<b>90 days</b>	
13	Currency of Contract	Indian Rupee	
14	Language of Contract	English	



**PANCHAYAT SAMITI OFFICE, CHILIKA, Dist:- KHORDHA**  
**INVITATIONS FOR BIDS (IFB)**

**No- 3699      Date- 18.11.2023**

Bid Identification No- 01.

TENDER CALL NOTICE NO- (01) of 2023-2024

1. Block development Officer, CHILIKA Dist:-Khordha on behalf of Governor of Odisha invites sealed **percentage rate** bids for the work **“Upgradation of Existing Classrooms to Smart Classroom, e-Library, Provision of toilets, Drinking Water facilities and Development of playground of Panchupalli Bhim Balabantaray Higher Secondary School Chilika Block as detailed table below in Single Cover System** from contractors registered with the State Governments and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of composite works on production of definite proof from the appropriate authority to be eventually drawn up in PWD P1 Agreement Form .

SI No	Name of work	Value of work (Rs.)	Place of sale/submission of tender paper	Class of contractor eligible	Bid Security / E.M.D 1% (Rs.)	Cost of bid documents (Non refundable ) including GST @ 18% (Rs.)	Period of completion (In months)
1	2	3	4	5	6	7	8
1	Upgradation of Existing Classrooms to Smart Classroom, e-Library, Provision of toilets, Drinking Water facilities and Development of playground of Panchupalli Bhim Balabantaray Higher Secondary School Chilika Block.	Civil: 14.15 Lakh	O/O Panchayat Samiti Office, CHILIKA	'C & D' Class	14,158/-	6000/-	03(Three Calendar Months)

3. The bid documents shall be purchased from Office of the Panchayat Samiti, CHILIKA by paying tender paper cost in shape of D.D drawn in favour of Block Development Officer, CHILIKA payable at CHILIKA for bid document as per Col-7. It can also be downloaded from the website [www.khordha.nic.in](http://www.khordha.nic.in) .
4. The bid is to be submitted in single cover super-scribing on top as per Col-2 “Tender for the work .....”.
- (i) The bid is to contain EMD as mentioned in Col.-6 in shape of N.S.C./K.V.P./Postal Savings Bank Accounts/Post Office Term Deposit Account/TDR of any Nationalised Bank duly pledged in favour of the **Block Development Officer, Panchayat Samiti, CHILIKA, payable at CHILIKA**, Money Receipt/ DD for cost of bid document drawn in favour of Block Development Officer, CHILIKA payable at CHILIKA (if

bid document downloaded from website), , s e l f - attested photo copies of registration certificates, PAN card, undertaking/certificates duly filled, affidavit etc.

5. Date for sale of the Bid documents : **22.11.2023 to 01.12.2023 during office hours(i.e. from 11.00 AM to 5.00PM)**
7. Last date of receipt of Bid documents **01.12.2023 up to 5.00 PM which** must be delivered in the tender box kept in the office, over which the detailed Tender Notice No. & Date is written or through Registered Post/Speed Post only as mentioned in Col-4. The authority will not be held responsible for any type of Postal delay in delivering of the bid documents or non-receipt of the same.
8. The Technical Bids will be opened on **02.12.2023 at 11.00 PM** in the Office of the Panchayat Samiti, CHILIKA in presence of the tender committee and the bidders or their authorized representatives and the opening of 2 Bids will be declared after verification of the technical bids. If any of the date of sale, receipt or opening will be declared as Government Holidays, then the next working day shall be considered for sale of tender paper, receipt and opening respectively at the same time and venue.
9. **Additional performance security shall be deposited** by the successful bidder when the Bid amount is estimated cost put to tender. In such an event, only the successful bidder who has coated less bid price/rate 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 (APS) in shape of Demand Draft/Term deposit receipt pledged in favour of the **Block Development Officer, Panchayat Samiti, CHILIKA within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited**, Further, proceeding for blacklisting shall be initiated against bidder.
10. **Engineering Contractor desirous of availing E.M.D. exemption shall submit an affidavit to the effect that he/she has not availed these facilities for more than three works during the current financial year.** The name of the work and authority to whom he has submitted the tender shall be specified in the affidavit. If the same will not be enclosed with the tender it shall be treated as normal and no claim for E.M.D. exemption shall be entertained.
11. **The Scheduled caste and Schedule tribe applicants desirous of enrolling them shelves as Contractors may furnish solvency certificate to the extent of 50% only of the amount of solvency prescribed for various classes of Contractors under Rule 7 of the PWD Contractors registration rule 1967.**
12. The Authority reserves the right to reject any or all the tenders without assigning any reason thereof. The decision of the tender committee shall be final and binding.
13. The bidders have to submit only one tender paper for a particular work. Submission of more than one tender paper by bidder for a particular work will liable for rejection of all such tender papers.

Sd/-

**Block Development Officer  
CHILIKA**

Memo No- 3700

Date-18.11.2023

Copy to Sr Clerk-cum-cashier of this office for information and requested to sale the tender papers as mentioned in the tender notice.

Sd/-

**Block Development Officer  
CHILIKA**

Memo No- 3701

Date- 18.11.2023

Copy Submitted to PA to Collector, Khordha, CDO-cum-EO Zilla Parishad Khordha, Sub Collector Bhubaneswar/ Khordha, DD Planning, Khordha, all Blocks of Khordha District ,All Executive Engineers under Khordha district for favour of information and wide circulation of the tender call notice.

Sd/-

**Block Development Officer  
CHILIKA**

Copy forwarded to DIO, NIC, Khordha with a request to upload the tender notice and the bid documents on or before **22.11.2023** in district portal website [www.khordha.nic.in](http://www.khordha.nic.in)

Sd/-

Block Development Officer  
CHILIKA

Memo No- 3703

Date- 18.11.2023

Copy to Notice Board /spare copy for tender file for information and wide circulation.

Sd/-

Block Development Officer  
CHILIKA

## Instruction to Bidders (ITB)

### 1. NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

- 1.1. The authority belonging to the major discipline is competent to invite tender. He will also nominate the Project Director who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules / amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Collector, Khordha /CDO-cum-EO, Zilla Parishad, Khordha, may at his discretion without prejudice to any other right or remedy available under law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the said Act by him.
- 1.3. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 1.4. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.5. Throughout these bidding documents, the terms " bid and tender" EMD and Bid Security and their derivatives (bidder / tenderer, bidding / tendering, etc.) are synonymous.
- 1.6. The bidder intending to participate in the bid shall prepare the demand draft towards cost of bid as per IFB (except for exempted contractors) and submit in the cover-1 i.e in the Technical Bid.
- 1.7. **DELETED.**

### 2. ELIGIBLE BIDDERS:

- 2.1. This Bid is open to **all** Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/ MES/ Railways for execution of civil works. The Bidders are required to enclose the proof of registration from the registering authority along with the Bid.

- 2.2. All bidders *shall* provide a statement that the bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 2.3. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/Under Secretary and above in the Government of Odisha in the concerned Department, he shall inform the same in **Schedule-I** of the bid document mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid an undertaking to that effect.
- 2.4. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the concerned Department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.5. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

### 3. **QUALIFICATION CRITERIA:**

- 3.1. The bidder shall submit self attested photo copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. **The L-1 bidder shall have to produce the original documents in support of the photo.** Bids from Joint ventures are not acceptable.
- 3.2. The bid shall include following information and documents.
  - (a) Copy of valid contractor's registration certificate, PAN card, GSTIN clearance certificate should accompany the technical bid.
  - (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.
  - (c) Major construction equipment to be deployed to carry out the Contract. The contractors are required to furnish evidence of ownership of principal machineries / equipments for only those machineries / equipments asked for in the tender documents.
  - (d) In case if contractor executing several works, he is required to furnish a time schedule for movement of equipment/machinery from different site to this work site when work is to be executed.
  - (e) The contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work.
  - (f) In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed out side the state, he/she is required to furnish additional 1% EMD/Bid security.

- (g) The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/ lease deed and duration of such contract.
- (h) **DELETED**
- (i) Details of work under progress as per tender documents.
- (j) Details of works executed during the last five years and works in hand (list of on-going works as per bid documents).

3.3. **DELETED**

3.4. *The Bidders are subject to be disqualified if they have:*

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Being black listed/their registrations by the competent authority.

4. **ONE BID PER BIDDER:**

5. Each bidder shall submit only one bid for one package. A bid is said to be responsive if accompanied by cost of bid document and appropriate bid security.

6. **COST OF BIDDING:**

- 6.1. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Engineer-in-Charge will in no case be responsible and liable for those costs.
- 6.2. All the rates and prices in the bid shall cover all taxes, viz. CGST & SGST or any other local taxes, ferry, tollage charges, Labour cess and royalties and any other charges.
- 6.3. The rate of royalties and taxes prevailing on the date of measurement shall be considered while making deductions in the bills.
- 6.4. The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

7. **SITE VISIT:**

- 7.1. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.
- 7.2. The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.

- 7.3. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder.

## **B. BIDDING DOCUMENTS**

### **8. GENERAL INSTRUCTIONS:**

- 8.1. The description of the work is as mentioned under Invitation for Bid.
- 8.2. The bids may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the CDO-cum-EO, Zilla Parishad, Khordha as mentioned in the contract data will be open for inspection during working hours on all working days by the bidders. The bidder is required to go through all the documents including the drawings for preparation of his bid. He is required to submit documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms and Annexes in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

### **9. CLARIFICATION OF BIDDING DOCUMENTS:**

- 9.1. Bid documents consisting of specifications, the schedule of quantities of the various items of work to be done and the set of terms & conditions of contract to be complied with by the contractor who intends to bid and other necessary Documents can be seen in the office of the officer inviting the Bid during office hours everyday except on Sundays & Public Holidays till last date of sale of tender paper.
- 9.2. The Contract Data to bid shall be filled and completed in the office of Officer inviting bid before issue of bid documents. If the documents are issued to the intending bidder without having been so filled in & completed, he shall request the officer inviting the bid to have this done before he completes and delivers his bid.
- 9.3. **The bidder can seek clarification on the bids** within three days prior to the deadline for submission of bids. The Employer's response will be forwarded through the e-mail ID of the enquirer.
- 9.4. ***PRE-BID MEETING: DELETED***

### **10. AMENDMENT OF BIDDING DOCUMENTS:**

- 10.1. Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 10.2. Any **addendum** thus issued shall be part of the bidding documents and shall be notified in the website [www.khordha.nic.in](http://www.khordha.nic.in) / notice board and through paper publication.
- 10.3. To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the Engineer-in-Charge with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

## C. PREPARATION OF BIDS

### 11. LANGUAGE OF THE BID:

11.1. All documents relating to the Bid shall be in the English language. Bids submitted in any other language shall be summarily rejected.

### 12. DOCUMENTS COMPRISING THE BID:

12.1. Following documents will be deemed to be part of the bid even if not submitted with the bid.

- (i) Invitation for Bids (IFB)
- (ii) Instructions to bidders (ITB)
- (iii) Conditions of Contract (DTCN)
- (iv) Contract Data
- (v) Specifications

12.2. All the volumes/documents shall be provided by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and drop the tender paper in the tender box available in the DRDA/ can send the document through speed post . He will fill up the percentage rate in the BOQ of Financial Bid.

A. **Cost of “Bid document” & “Bid Security”** shall comprise

- (i) Cost of Bid Document
- (ii) Bid Security in prescribed shape.

B. **“Technical Bid”** shall comprise.

- (i) Declaration under the Official Secret Act, 1923
- (ii) Qualification Information and supporting documents,
- (iii) Certificates, undertakings, affidavits,

C. **“Financial Bid”** shall comprise.

- (i) Priced Bill of Quantities

### 13. PROPOSAL BY THE BIDDER:

13.1. For **Item rate** tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line-item total in words and the total amount shall be calculated by the system and shall be visible to the bidder.

13.2. In case of **percentage rate** tender, the bidder will only fill in the “less” or “excess” to indicate how much his price offer is excess or less than the estimated amount.

13.3. The **bidder** shall bid for the whole works as described in the Bill of Quantities.

13.4. Bidders **shall** submit offers that fully comply with the requirements of the bidding documents, Including the Conditions of Contract basing technical design and specification. **Conditional offer or alternative offers will not be considered** in the process of bid evaluation.

13.5. All duties, taxes, including VAT and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.

13.6. In the case of any bid where unit rate of any item/items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

13.7. Bidders while quoting their offers shall consider the following as regards price adjustment towards **Cement, Steel & Bitumen** and escalation of all components of work.

- 13.8. For contracts with stipulated completion period less than six months payment of price escalation or differential cost of Cement, Steel & Bitumen is payable as per Sub-Clause 31 of Condition of P-1 Contract
- 13.9. For contracts with stipulated completion period exceeding six months and up to 12 months period, the rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall be subjected only to price adjustment in respect of Cement, Steel & Bitumen as per Sub-Clause 31 of Condition of P-1 Contract.
- 13.10. Consumption of Steel, Cement & Bitumen involved in the work mentioned in the Contract data will be considered for calculation of amount of reimbursement / recovery towards increase / decrease in cost of Steel, Cement & Bitumen.
- 13.11. For Contracts having stipulated completion period exceeding twelve months, the price adjustment beyond twelve months for all components of work shall be reimbursed or recovered as per Sub-Clause 31 of conditions of P-1 contract.
- 13.12. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 13.13. The contractor shall conform in all respects, by giving all notices and paying all fees, with the provisions of:
- i) Any national or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein, and
  - ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.
- 14. CURRENCIES OF BID AND PAYMENT:**
- 14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
- 15. VALIDITY:**
- 15.1. Bids shall remain valid for a period not less than **90 days** or the period mentioned in the Contract Data, after the deadline date for submission of bid as specified in the notice inviting the Bids. A Bid valid for a shorter period shall be rejected by the Engineer-in-charge as non-responsive.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail.
- 15.3. **DELETED.**
- 16. BID SECURITY:**
- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under Contract Data. The bid security shall be in the favour of officer as named in Contract Data and may be in one of the following forms:
- 16.1.1. **DELETED**
  - 16.1.2. Fixed deposit receipt of any scheduled bank approved by the Reserve bank of India / Indian Post Office Time deposit/ National Savings Certificate / Kisan Vikas Patra duly pledged in favour of Block Development Officer, Panchayat Samiti, Chilika as per notice inviting bid by the Department.
  - 16.1.3. **DELETED.**
  - 16.1.4. **DELETED**

- 16.2. The Bid shall be declared non-responsive and shall be rejected if submitted without an acceptable Bid Security and not secured as indicated in Sub-Clauses 15.1.
- 16.3. Combined bid security for more than one work is not acceptable.
- 16.4. In the case of Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are registered with the Government of Odisha, the rules framed by government from time to time about Cost of Bid documents, Bid security, performance security will apply.
- 16.5. The bid Security of unsuccessful bidders will be returned within 28 days of the end of the validity period specified in Sub-Clause 14.1.
- 16.6. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security and Additional Performance security if any
- 16.7. The Bid Security may be forfeited
  - 16.7.1. If the bidder withdraws the bid after opening of the bid but within the period of validity.
  - 16.7.2. If the Bidder seeks any revision of rates or backs out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bids.
  - 16.7.3. **DELETED.**
  - 16.7.4. In the case of a successful bidder, if the bidder fails within the specified time limit to
    - 16.7.4.1. Sign the Agreement; or
    - 16.7.4.2. Furnish the required Performance Security including additional performance security if any.

**17. FORMAT AND SIGNING OF BID:**

- 17.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc.
  - 17.1.1. The Bidder should ensure clarity of the document submitted by him, especially the photo copy of documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bids if so desires, can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be evaluated on its own merit.

**D. SUBMISSION OF BIDS**

**18. SECURITY OF BID SUBMISSION: DELETED**

**19. DEADLINE FOR SUBMISSION OF THE BIDS :**

- 19.1. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting the Bid.
- 19.2. The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 9.3, in which case all rights and obligations of the officer inviting the bid & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.

**20. LATE BIDS :**

- 20.1. The submission of late bids after due date shall not be entertained.

**21. MODIFICATION AND WITHDRAWAL OF BIDS: DELETED**

## E. OPENING AND EVALUATION

### 22. OPENING OF THE BID:

- 22.1. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.
- 22.2. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- 22.3. During bid opening, the covers containing original demand draft towards Cost of bid in the form specified in the Invitation for Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The original copy of the Bid Security in the form, amount and period of validity in conformity with clause 15 shall be checked and announced.
  - 22.3.1. Combined bid security for more than one work is not acceptable. If the bid security furnished does not conform to the amount and has not been furnished in the form specified in Clause 15, the bid will be declared non-responsive and rejected.
- 22.4. The tender will be opened in presence of the Tender Committee members only
  - 22.4.1. The Opening Officers will systematically check photo copies of documents and originals of bid security and cost of bid document.
  - 22.4.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished in Part - I pursuant to Clause 3.
  - 22.4.3. After receipt of confirmation of the bid security, the bidder will be asked in writing to clarify his technical bid, if necessary.
  - 22.4.4. The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
- 22.5. Immediately on receipt of these clarifications, the Evaluating Officers; will evaluate the list of responsive bidders and place the evaluation sheet before the Tender Committee for finalisation.
- 22.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. If any of the information/ statements/documents/certificates furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per clause no 30 shall be taken against the bidder/contractor.
- 22.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. The members of the Tender Committee will open the price bid of the technically qualified bidders.
  - 22.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information asked for in the bid pursuant to Clause-3.
  - 22.7.2. The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

- 22.7.3. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 22.7.4. At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive in accordance with Sub-Clause 24.1 will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
- 22.7.5. The responsive bidders' names, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the opening.
- 22.7.6. Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 22.7.7. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 22.7.8. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where.

**23. PROCESS TO BE CONFIDENTIAL:**

- 23.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid.

**24. CLARIFICATION OF BIDS:**

- 24.1. To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidder for clarification of his rates including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or by e-mail, but no change in the bid price or substance of the bid shall be sought, offered.
- 24.2. Subject to sub-clause 23.1, no bidder shall contact the officer inviting the bid on any matter relating to his bid from the time of the opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the officer inviting the bid, it should do so in writing.

**25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- 25.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid: -
  - 25.1.1. Whether the Bid security is confirmed by issuing institution/bank.
  - 25.1.2. Has submitted legible documents for evaluation
  - 25.1.3. Meets the eligibility criteria defined in *Clause 3* and;
  - 25.1.4. Is substantially responsive to the requirements of the bidding documents.
- 25.2. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 25.3. A substantially responsive "Financial Bids" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
  - 25.3.1. Which affects in any substantial way the scope, quality, or performance of the works?

- 25.3.2. Which limits in any substantial way, inconsistent with the bidding documents, the right of the officer inviting the bid or the bidder's obligations under the contract or
- 25.3.3. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 25.4. If a "Financial Bid" is not substantially responsive, it will be rejected by the officer inviting the bid, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 25.5. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

**26. EVALUATION OF BIDS: DELETED**

- 26.1. If the officer **inviting** the Bid in his opinion judges that the price quoted by the lowest qualified bidder is high or a special condition imposed by the bidder is to be withdrawn, the bidder shall be invited for negotiation by the officer inviting the Bid or by an officer authorised by him in writing. Negotiations of financial bid with only the lowest bidder shall be carried out, if necessary. Negotiation of bid will be carried out by manual way.
- 26.2. **DELETED.**
- 26.3. **DELETED**
- 26.4. **DELETED.**
- 26.5. **DELETED.**

**F. AWARD OF CONTRACT**

**27. AWARD CRITERIA:**

- 27.1. The officer inviting the bid will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- 27.2. On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Engineer-in-Charge.
- 27.3. Competent Authority on behalf of Governor of Odisha reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 27.4. The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

**28. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:**

- 28.1. In case the 1st lowest Bidder or even the next lowest Bidder withdraw in series one by one, thereby facilitating a particular Bidder for award, then they shall be penalized with adequate disincentives with forfeiture of EMD/Bid Security unless adequate justification for such back out is furnished. Appropriate action for blacklisting the bidder shall also be taken apart from dis-incentivising the bidder.
- 28.2. The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 29.2, his bid security shall stand forfeited.

**29. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

- 29.1. The competent authority on behalf of the Governor of Odisha does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all the tenders received without assigning any reason.
- 29.2. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

**30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- 30.1. The tender inviting officer will issue of the letter of acceptance to the L1 bidder mentioning the the amount of Performance Security and additional security required to be furnished
- 30.2. The bidder shall within 15 days of issue of letter of acceptance, furnish the Performance security & additional Performance security (if any) in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Engineer-in-Charge shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.
  - 30.2.1. Following documents shall form part of the agreement.
    - 30.2.1.1. 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 & documents leading thereto & required amount of performance security including additional performance security as per sub clause 29.2 hereof.
    - 30.2.1.2. Standard Bid Document P.W.D. Form **P-1**
- 30.3. The letter to proceed with the work shall be issued by Engineer-in-charge only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.
- 30.4. On acceptance of the composite bids by the competent authority the letter of award will be issued by the Engineer-in-Charge of the major component of the work on behalf of the Governor of Odisha, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).
- 30.5. Upon signing of the agreement by the successful bidder, the Engineer-in-Charge will promptly notify the other bidders that their bids have been unsuccessful.

**31. CORRUPT OR FRAUDULENT PRACTICES:**

- 31.1. The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- 31.2. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

# DETAILED TENDER CALL NOTICE

1. Sealed percentage rate bids are invited in double cover system from the Class of eligible contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for 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 **“Upgradation of Existing Classrooms to Smart Classroom, e-Library, Provision of toilets, Drinking Water facilities and Development of playground of Panchupalli Bhim Balabantaray Higher Secondary School Chilika Block.CHILIKA Block.”** at an estimated cost of Rs. **1415778.00** (Rupees Fourteen lakhs Fifteen thousand seven hundred seventy eight)only

- a) This tender is consisting of civil works only
- b) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.

2. The Bid documents are available on website: [www.khodha.nic.in](http://www.khodha.nic.in) and Office of Panchayat Samiti, CHILIKA from **22.11.2023 to 01.12.2023**. The last date and time of submission of Bid is as per contract data.

3. The Bid documents will be opened by the Tender Committee in the office of the Panchayat Samiti, CHILIKA at **11.00 PM** on **2.12.2023** in the presence of the bidders or their authorized representatives who wish to attend.

4. The cost of Bid documents in shape of demand draft issued from any nationalized/ scheduled bank may be prepared in the name of the **Block Development Officer, CHILIKA** and payable at CHILIKA separately **Rs.6000.00** towards tender paper cost

5. The bid is to contain EMD as mentioned in Col.-6 in shape of N.S.C./K.V.P./Postal Savings Bank Accounts/Post Office Term Deposit Account/TDR of any Nationalised Bank duly pledged in favor of the **Block Development Officer, Panchayat Samiti, CHILIKA, payable at CHILIKA**, Money Receipt/DD for cost of bid document along with GST drawn in favour of Block Development Officer, CHILIKA payable at CHILIKA (if bid document downloaded from website), , self-attested photo copies of registration certificates, PAN card, undertaking/certificates duly filled, affidavit ,APS (Additional Performance Security )etc. Non submission of APS shall be liable for rejection

6. The intending bidders are required to **furnish the legible photo copy of Original Registration, PAN card, along with the bid,** otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.

8. **DELETED**

9. (i) The contract will be drawn in P.W.D. **P-1** contract form.
- (ii) DELETED.

10. If an individual makes the application, the individual should sign above his full type written name and current address.

11. 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.

12. 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.

13. 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.

14. 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.
15. The work is to be completed in all respects within **Nine (09)** calendar months from the date of issue of work order. Tenderer whose tender is accepted **must submit a work programme and milestone basing on the financial achievement** after issue of work order for approval of Engineer-in-Charge **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. (vide W.D. Memorandum no.12366 dtd. 08.11.2013)** The milestone in the following manner should be kept in mind at the time of submission of work programme.
  - In 1/4 time – 1/6 financial target is to be achieved.
  - In 1/2 time – 3/8 financial target is to be achieved.
  - In 3/4 time – 3/4 financial target is to be achieved.
  - Full time – Completion of work.
16. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
17. The tenderer 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 tenderer and detailed specifications for Odisha, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
18. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
19. 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.
20. The bid must be accompanied by security of the amount @ 1% (One percent) of the estimated cost put to tender of **Rs. 14,15,778.00** rounded to nearest hundred rupees i.e. **(as per works dept Ltr no-8484 dt-05-04-2022)** only along with tender in the form in shape of N.S.C./K.V.P./Postal Savings Bank Accounts/Post Office Term Deposit Account/TDR of any Nationalised Bank duly pledged in favour of the **Block Development Officer, Panchayat Samiti, CHILIKA, payable at CHILIKA** as per the terms and conditions laid down in OGFR and in no other form. Tenders not accompanied with E.M.D. as specified above will not be considered. No adjustment of E.M.D. from one work, to another will be entertained. Bidders desirous to hire machineries or equipments from outside the state or owned but deployed outside the state are required to furnish additional one percent (1%) EMD / Bid Security. Tenders not accompanied with E.M.D. as specified above will not be considered. No adjustment of E.M.D. from one work to another will be entertained. The bid security should remain valid minimum of 45(Forty-five) days beyond the bid validity period.

**(N.B.:- Bank Draft / Pay orders or Bankers cheque from any Nationalised banks in favour of Block Development Officer shall not be considered as E.M.D)**

21. The tender should be accompanied with the *photo copies of the valid Registration certificate, valid GSTIN clearance certificate and PAN card* which are mandatory otherwise his/her bid shall be declared as non-responsive and thus liable for rejection and **as per Works Department, Odisha Office Memorandum No. 12366 dt. 08.11.2013** the tender accepting authority will verify the originals of all the photo copy of documents of the successful lowest bidder only within five days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for **three years** and will be black listed by the competent authority. In such a situation, successful L<sub>2</sub> bidder will be required to produce his original documents for considerations of his tender at par with the rate quoted by the L<sub>1</sub> bidder.
22. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.
23. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
24. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent to rejection of their tenders. The retention of E.M.D. with the Department will carry no interest.
25. The Engineer-in-charge will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of N.S.C./K.V.P./Postal Savings Bank Accounts/Post Office Term Deposit Account/TDR of any Nationalised Bank duly pledged in favour of the **Block Development Officer, Panchayat Samiti, CHILIKA, payable at CHILIKA** and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D. form No. **P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the **Panchayat samiti, CHILIKA** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P-1** 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.

The agreement will incorporate all agreements between the officer inviting the bid/ Engineer-in-Charge 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 Engineer-in Charge. 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**. Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after **12 (Twelve) months** of completion of the work and payment of the final bill and will not carry

any interest. As concurred by Law Department & Finance Department In their U.O.R. No 848, dt.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 tenderers back out from the offer before acceptance of tender by the competent authority.

26. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
27. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26.2.55 and No.II, M-56/61-28842 (5), dt.27.9.61.
28. 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, cess and other charges of materials, Octroi and all other taxes including prevailing sale tax / GST from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Engineer-in-Charge of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
  - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
  - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
  - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
  - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
  - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the Contractor at his own cost.
  - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
  - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
29. No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
30. After the work is finished 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 his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.

31. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
32. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt.of India, Ministry of Works and Housing & Supply in their standing order No.44150, dt.25.11.57.
33. No part of the contract shall be sublet without written permission to the concerned Executive Engineer or transfer to be made by the power of attorney authorising others to receive payment on contractor's behalf.
34. 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 under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.

**35. 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 in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. 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 of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**.

**36. Payment for variation in price -**

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 Vide Works Department Memorandum No-12606 /W dt.24.12.2012 as given below:

**31.(a)(i) REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICE 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 calculation 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 :

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

$V_m$  = 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.

$M_o$  = 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-31 (d) below.

### **31.(a)(ii) REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN, 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 of 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 Block Development officer 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 and pipes shall be made by concerned Block Development Officer from the Contractor immediately.

The increase / decrease in prices of cement, steel, Bitumen and Pipes for reimbursement / recovery shall be determined as follows:

#### **a) Adjustment towards differential cost of cement**

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

$V_c$  = 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**

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

- $V_b = (B_i - B_o) \times$  Actual quantity of bitumen utilized in the work during the quarter under consideration.
- $V_b =$  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.**

- $V = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$
- $V_p =$  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-31(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.

**31.(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 validity 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 :**

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

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 the 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 31 (d)

### 31.(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 per.

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

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

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 the clause 31 (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 and 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.

Fo = All India Whole sale price index for Fuel, Oil and Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

31.(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	25	-	75
2.	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3.	P.H. Work	Structural work	25	5	70
		Pipeline works	5	-	<u>Pipe – 70%</u> *Other material – 25%
		Sewer Line	10	-	<u>Pipe – 70%</u> *Other material – 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.**

### 31.(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 there to 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 during the three calendar months on the said quarter. The first 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.
37. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
  38. All items of work as per schedule of quantities of this tender should conform to Odisha Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
  39. Centering & Shuttering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
  40. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and 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. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.

41. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
42. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
43. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
44. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
45. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and take care of the safety of workers.
46. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
47. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances
48. DELETED
49. The tenderer 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 Bid shall be debarred from qualification. The tenderer is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents. An affidavit to this effect is to be furnished in **Schedule-F** and information in **Schedule-E**
50. It should be clearly understood that :
  - a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well 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 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 **Quality Control and Research Laboratory as per direction of Engineer-in-charge**. Cost of testing of all specimens and samples will be borne by the Contractor.
51. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
52. 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.2,50,000.00. The apprentices will be selected by the Chief Engineer. 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.

53. DELETED
54. 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.
55. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates Government will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
56. 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.
57. **Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is One Lakh and above.**
58. **Prevailing rate of cess i.e. @ 1% on estimated cost put to tender as per Building and Other Construction Workers(RE&CS) Act,1996 and Building and Other Construction Workers Welfare Cess Act,1996 (vide resolution No.-12653 dt.15.12.2008 of Labour and Employment Department, Government of Odisha) will be deducted from each running bill of the contractor.**
59. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
60. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
61. 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.
62. **Performance Security / Additional Performance Security:**
  - 62.1 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 bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purpose) less than the estimated cost, the tender committee will finalize the tender through a transparent lottery system where all bidders / their authorized representatives.  
(Amendment to Appendix – IX, Clause-36 of OPWD Code Vol-II) (By inclusion vide O.M.No. 12366 Dtd. 08.11.2013)
  - 62.2 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** pledged in favour **Block Development Officer, Panchayat Samiti, CHILIKA** . The bidder shall deposit the original "Additional Performance Security" separately in a sealed envelope ". 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 pledged in favour of Block Development Officer, their price will not be taken in to consideration . If the contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed. **(Amendment to Para-3.5.5 (V) of Note-II of OPWD Code, Vol-I by substitution Office vide Memorandum No. 5288 Dtd. 04.05.2016)**

63. **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 concerned Block Development Officer.
64. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91).
65. An 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.
66. All reinforced cement work should conform to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.
67. Bailing out of water from the foundation, pipeline trenches S. Tanks/ Soak pits/ Sumps/ M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
68. The tenderer 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.
69. The Contractor will have to submit to the **Block Development Officer, CHILIKA** monthly return of labour both skilled and unskilled employed by him on the work.
70. DELETED
71. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
72. DELETED
73. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjah, fins, parapets, shelves etc. shall not be paid.
74. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
75. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution

- required from time to time. All such samples will be tested at any of the **Departmental Control and Research Laboratories**, at the cost of the Contractor with no extra cost to the Department.
76. If there is any damage to the work due to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any, imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
77. The K. B. Bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-Charge before use in the work and should confirm to the minimum strength and other criteria as per National Building Code.
78. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour Department.
79. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
80. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
81. 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.
82. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**
- (I) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (II) The tests have to be planned & carried out such that the progress of work is not hampered
- (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
83. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.
84. 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.
85. Schedule of quantities is accompanied in **BOQ**. 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.

86. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Block Development Officer 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 Block Development Officer is final and binding on the contractor.
87. The contractor 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 contractor due to delay in procurement of materials.
- >> All reinforcement steel and structural steel shall be procured and used as per specifications mentioned in BIS's documents – IS:1786 respectively. Independent tests shall be conducted, whether required, to ensure that the materials procured conform to the specifications.
- >> These steel shall be procured only from those firms, which are established, reliable, Indigenous and primary producers of Steel, having integrated steel plants (ISP), using iron ore as the basis raw materials as per Ministry of Steels guidelines.
- >> No re-rolled steel shall be permitted in works. All other specifications and guidelines of MoRT&H shall be complied.
- >> All reinforcement steel and structural steel shall be procured from primary producers of steel – SAIL/TATA/JINDAL STEEL/SHYAM STEEL”
88. 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.
89. If the contractor 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 contractor or from his security deposit or from the proceeds of sale thereof.
90. The selected contractor may take delivery of departmental supply according to his need for the work issued by the **BDO, Panchayat Samiti, CHILIKA, officer in-charge** subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard 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 tenderer stops the work, he shall have to pay the full penalty as per clause of **F2** agreement.
91. 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.
92. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one metre in length will be returned by the contractor at the issuing stores without conveyance charges.
93. 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. No extension of time or escalation of price on such account shall be entertained in future.

94. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
95. **Odisha Bridge & Construction Corporation Ltd.** will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. The **Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
96. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned BDO 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.
97. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
98. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for **12 (Twelve) months** from the date of successful completion of the work.
99. 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.
100. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant. I.S. Code / I.R.C. code / MoRT&H specifications.
101. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the BDO and to be submitted to the Engineer-in charge every month.
102. 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.

103. 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.
104. The rates quoted by the contractor shall cover the latest approved rates of Labours, Materials, P.O.L. and Royalties. Arrangement of borrow areas i.e. Land, Approach Road to the building site etc. are the responsibility of the contractor.
105. The rate for each work of 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 rates will be inclusive of this.
106. 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 10<sup>th</sup> and 16<sup>th</sup> days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summararily rejected. The claim book is the 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.
107. 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.
108. 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.
109. In case the 1<sup>st</sup> 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 dis-incentivising the tenderer.
110. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.

4	Contract data
5	Specifications

- 111. 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 Chief 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 despatch 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 utilised 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-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 equipments, 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 Chief 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 incharge, 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 Chief 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 logbook, 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 on the ..... Two Thousand between (herein-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 Odisha (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. Where as the hirer desirous of hiring the tools and plants of the P.W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”. And where as 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 / store at **Bhubaneswar**
- 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 **Bhubaneswar** 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 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 Chief Engineer 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 authorised 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 witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State has 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*

**112. ELIGIBILITY CRITERIA:**

**To be eligible for qualification, applicants shall furnish the followings. Non-furnishing of the following particulars shall be treated as ineligible.**

- a) **E.M.D as per the Clause No. 5 (i) and Clause No.20 of DTCN.**
- b) **Demand draft towards cost of tender paper as per Clause No.4 and 5(i) of DTCN.**
- c) **Photo copy of valid Registration Certificate, PAN card along with the tender documents and the successful Lowest bidder have to furnish the Originals of all the photo copy documents within Five days of opening of Financial bid of the Tender before Block Development Officer,CHILIKA for verification as per Clause No.5 and 21 of DTCN.**
- d) **License criteria as per Clause No.8 of DTCN.**
- e) **DELETED**
- f) **No relation certificate in Schedule-A, Information in scanned copy 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",.

**g) Joint Ventures are not accepted.**

**h) Scheduled prescribed forms (Schedule A, E, F, H, I) must be filled in the given format only, alongwith affidavit if any required for the purpose. No other format can be entertained.**

**113. Time Control :-** (Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

**a) Progress of work and Re-scheduling programme.**

- i) The Block Development Officer, CHILIKA, 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 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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.

**b) 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.
  - (1) Force majeure, or
  - (2) Abnormally bad weather, or
  - (3) Serious loss or damage by fire, or
  - (4) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - (5) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - (6) 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
  - (7) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- iv) 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.
- v) 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.

**c) Compensation for Delay.**

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 Chief 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 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 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.

**d) Bonus for early completion (vide Works Department Memorandum No.12366 dt 08.11.2013)**

For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Block Development Officer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the Collector, Khordha. The Incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30% of contract period =10% of Contract Value  
Before 20 to 30% of contract period=7.5% of Contract Value  
Before 10 to 20% of contract period=5% of Contract Value  
Before 5 to 10% of contract period=2.5% of Contract Value  
Before 5% of contract period=1 % of Contract Value.

Incentive should be paid in respect of individual project for new construction/substantial additional or improvement works, the minimum value of which is mentioned below :

Building work / PH work                      Rs. 40.00 lakhs

Incentive will be paid with approval of next higher authority of tender accepting authority on completion of original work before original time schedule.

**e) 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.

**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 **BDO** shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

**114.** The tenderers are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clauses mentioned here in before tendering.

**115.** A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.

As per said amendment a Contractor may be blacklisted

- 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 intentional violation of important conditions of contract.
- e) Security consideration of the State i.e. any action that jeopardizes the security of the State.
- f) Submission of false/ fabricated / forged documents for consideration of a tender.

**116. DELETED**

**117. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of percentage rate tender:-**

- i) The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
- ii) Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope 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, written on the envelope.
- iii) Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
  - (1) If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct
  - (2) If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.
  - (3) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
  - (4) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
  - (5) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
  - (6) The Contractor will write percentage excess/ less up to **two decimals** point only. If he writes the percentage excess / less up to **three or more** decimal points, the **first two** decimal points shall only be considered without rounding off.
  - (7) **As per Works Department Office Memorandum No. 12366 dtd. 08.11.2013 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 committee will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives.**
  - (8) The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- iv) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify 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 can not 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.

**(Total 117 Clauses)**

**APPROVED**

Block Development Officer  
CHILIKA

## TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand/ Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanized minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

### ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597 (Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.
7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part – I & Part – II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II)
12. DPC shall be with conformity to I.S.3067
13. Tarfelt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part – I & Part – II) I.S.1661

## GENERAL CONDITIONS

### **1. Drawings & Specifications**

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

### **2. Contractor's Responsibility.**

- a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall .immediately in writing refer the same to the Engineer-in-charge whose decision shall be final & binding.
- b) Any work done at any time or even before receipt of such details shall be removed/replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in-charge before incorporation in the works.
- d) The Engineer-in-charge may from time to time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.
- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.
- f) **Alteration / Addition & Omissions**

The Engineer-in-charge shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or allot followings:.

  - a) Increase or decrease the quantity of any work included in the contract.
  - b) Omit any such work.
  - c) Change the levels, lines, position and dimensions of any part of the works, and
  - d) Execute additional works of any kind necessary for the completion of the work. No such variation shall in any way validate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract

sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.

- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not violate the contract, but he adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

#### **4. Valuation of variations**

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the Engineer-in-charge by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

#### **5. The Offers are also to include**

- a) To supply all materials, labour, supervision, services, supports, scaffoldings, approach road, construction equipments, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and schedule of quantities.
- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.
- g) Curing of ail concrete and cement works as per specification and direction,
- h) Centering, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning,
- k) Testing of materials and works as per specification and direction

**Tenderer(s) is/are required to submit the information in the following Schedules**

**SCHEDULE - A**

**CERTIFICATE OF NO RELATIONSHIP**

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

(\*) - Strike out which is not applicable

Signature of the Tenderer  
Date:-

-----

## SCHEDULE – E

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

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes / No
- b) If yes: give details:
2. 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 summarily be rejected.

**Signature of 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 my / our firm / company / individuals \_\_\_\_\_ 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 authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)  
Title of Officer  
Name of Firm  
Date:

**SAMPLE FORMATS**

**UNDER TAKING**

**This is to certify that**

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.
2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.  
Date:-

- Note:
- i. Strike out whichever is not applicable
  - ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

**RELATIONSHIP DECLARATION**

To,

**The Tender Inviting Officer,**

**Subject: ( Name of the Work)**

**Reference : (Bid reference number)**

Sir,

Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Assistant Engineer/Under Secretary under the \_\_\_\_\_ Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause 2 of the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the \_\_\_\_\_ Department.

<b>SI No</b>	<b>Name of the my employee and his designation in the firm</b>	<b>Presently working at</b>	<b>Details of his relatives working in the Department</b>
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Assistant Engineer/Under Secretary in the \_\_\_\_\_ Department. **I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.**

Yours Sincerely

Signature of the Tenderer.

Date:-