



Tender Call Notice No. 02/23-24 of PANCHAYAT SAMITI, NABARANGPUR

GOVERNMENT OF ODISHA
PR & DW DEPARTMENT
COVER – I (Technical & Financial
bid)

BID DOCUMENT

FOR
TENDER OF BUILDING (CIVIL)WORKS

OFFICE OF THE PANCHAYAT SAMITI,
NABARANGPUR

COVER-I

TECHNICAL BID DOCUMENTS

[Signature]
16-06-2023

CERTIFICATE OF NO RELATIONSHIP

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 of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D. and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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

(*)- Strike out which is not applicable

(Signature of the Tenderer)

Date:

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. (a) Has the tenderer or any of its constituent Partners been debarred / expelled by any agency in India during the last 5 years : Yes / No

3. (a) Has the tenderer or any of its constituent Partners failed to perform on any contract Work in India during the last 5 years : Yes / No
(b) If Yes give details

Note:- If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

(Signature of Tenderer)

AFFIDAVIT

1-The undersigned do hereby certify that all the statements made in the required attachments are true and correct.

2-The undersigned also hereby certifies that neither my / our firm / 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/ bridge / Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.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 authorized and request 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 competency and general reputation.

4 - The undersigned understands and adheres that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Tenderer)

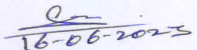
Title of Officer:

Name of Firm :

CHECK LIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Whether furnished		Remarks
		Yes	No	
1.	Cost of tender paper			
2.	All the EMDs requirements mentioned in the DTCN			
3.	Copy of valid Registration Certificate			
4.	Copy of GST & GSTIN Regd. Certificate.			
5.	Copy of PAN Card			
6.	No Relation Certificate in Schedule-A.			
7.(a)	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer			
	Affidavit in legal stamp paper for preference if any			
(b)				
8	Caste Certificate if any			

Contractor


16-06-2023
BDO, NABARANGPUR
Block Development Officer
Nabarangpur

Contractor

BDO, NABARANGPUR

CONTRACT DATA

A. GENERAL INFORMATIONS

Sl No.	Item	Details
1.	Bid Identification No.	02 / 2022-23 PANCHAYAT SAMITI, NABARANGPUR
2.	Officer Inviting Tender	PanchayatSamiti, NABARANGPUR
3.	Accepting Authority	Block Dev. Officer, Nabarangpur
4.	Executing Authority	Block Dev. Officer, Nabarangpur

B. BID INFORMATION

5.	Intended completion period/ Time period/ assigned for Completion	03 (Three) Calendar Months
6.	Last Date & time of submission of Bid	Date: 23.06.2023 at 5.00 PM
7.	Date of opening	Date: 26.06.2023 at 11.00 A.M
8.	Cost of Bid Document (as per CI No. 7 of Table), Page- 2	
	I Amount	As Per DTCN
9.	Bid Security	
	I Bid Security Declaration as per Schedule-I) vide F.D.OM No. 5894 Dt. 27.04.2021	
10.	Bid validity period	90 days
11.	Currency of Contract	Indian Rupee
12.	Language of Contract	English

Instruction to Bidders

(Relevant clauses in the DTCN/ Bid document shall be superseded)

A. GENERAL

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 Block Development Office, Nabarangpur 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 Block Development Office, Nabarangpur may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 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 remedy 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 Successful lowest Bidder is required to produce the originals of all the documents in the office of Block Dev. Officer, Nabarangpur for verification within 5 (five) days of opening of the financial bid. 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 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder. The Successful bidder who has 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 (APS) in shape of TDR in favour of the Block Dev. Officer, Nabarangpur / Bank Guarantee in favour of the Block Development Office Nabarangpur from any Nationalized/ Schedule Bank in India Counter guaranteed by its local branch within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Office Nabarangpur to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

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 license from the registering authority. Contractors not registered with Government of Odisha, can participate in tender but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work as preregistration norms of the state.
 - 2.2. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/ Under Secretary and above in the State Government of Odisha in the concerned Department, he shall inform the same in the bid 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 a certificate.
 - 2.3. 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 gazette officer in the concerned department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
 - 2.4. No Engineer of gazette rank or other gazette 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.
- 1.2 The Bidders are subject to be disqualified if they have

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- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
 - 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.
 - 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. Been black listed/ suspended by the competent authority.

4. ONE BID PER BIDDER

- 4.1 Each bidder shall submit only one bid for one work. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security.

5. COST OF BIDDING:

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Block Development Office Nabarangpur will in no case be responsible and liable for those costs.
- 5.2 The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time payment of bill.
- 5.3 The rate of royalties and taxes prevailing on the date of measurement shall be considered as per latest Govt. Circular.
- 5.4 The successful bidder shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.

6. SITE VISIT

(Revised/ substituted as per Works Deptt. Office Memorandum No.12366 Dt.8.11.2013)

- 6.1 Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged cannot be entertained. Bidders are advised to 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.

- 6.2 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.
- 6.3 The Officer inviting the bid/ Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder.

B. BIDDING DOCUMENTS

7. GENERAL INSTRUCTIONS:

- 1) The description of the work is as mentioned under Invitation for Bid.
- 2) The bids by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may see 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 will be open for inspection by the bidders. The bidder is required to study all the documents for preparation of his bid. It is assumed that while participating in the bid, the bidder has referred all the drawings and required data given in the Bid. 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 by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 3) The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and technical specifications, bill of quantities, forms, Annexes Schedule and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

1. CLARIFICATION OF BIDDING DOCUMENTS:

- 8.1** The bidder may clarify any queries related to tender by attending office within the stipulated time before last date and time of receipt of tender.

2. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 Before **the** deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2 Any **addendum/ corrigendum** thus issued shall be part of the bidding documents and shall be notified in the website (<http://www.Nabarangpur.nic.in>)¬ice board.
- 9.3 The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure.
- 9.4 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 Block Development Office Nabarangpur 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

10. LANGUAGE OF THE BID:

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

11. DOCUMENTS COMPRISING THE BID:

11.1 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
- (iv) Specifications
- (v) Drawings

11.2 All the volumes/ documents shall be provided in the website by the Officer inviting the bid also. The bidder shall carefully go through the document as per DTCN and prepare the required documents and submit the bid.

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

- (i) Cost of Bid Document
- (ii) Bid Security

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

12. PROPOSAL BY THE BIDDER:

- 12.1 For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank.
- 12.2 In case of percentage rate tender, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ) and write percentage less up to two decimal place only in the designated.
- 12.3 **(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion) (Revised/substituted as per Works Deptt. Office Memorandum No. 12366 Dt.8.11.2013)**
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 the merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the Block Development Office Nabarangpur and D.A.O will remain present.
- 12.4 The bidder shall bid for the whole works as described in the Bill of Quantities. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.
- 12.5 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. Conditional offer or alternative offers will not be considered in the process of bid evaluation.
- 12.6 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.
- 12.7 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 provide 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.
- 12.8 The contractor shall confirm in all respects, by giving all notices and paying all fees, with the provisions of:
- (i) Any national or State Statue, 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.

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- (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.

13. CURRENCIES OF BID AND PAYMENT:

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

14. VALIDITY:

- 14.1. Bids shall remain valid for a period not less than 90 days or the period mentioned in the Contract Data, from the date of opening of tender as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Block Development Officer Nabarangpur as non-responsive.
- 14.2. 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. A bidder may refuse the request without any risk of forfeiture of his bid security.
- 14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

15.(A) BID SECURITY AND ADDITIONAL PERFORMANCE SECURITY:

- 15.1 The Bidder shall submit, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. Bidder intending to participate in the bid shall have to deposit their Earnest Money deposit/Bid Security of the amount specified for the work in the table Col. 6 of the Tender Call Notice, failing which the bid will be liable for rejection.
- 15.2 The Successful bidder who has 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 (APS) as below has to be furnished in shape of **Demand Draft/ Term Deposit Receipt** pledged in favour of the **Block Dev. Officer, Nabarangpur** within **7 (Seven) days** of issue of letter of acceptance (LOA) by the **Block Development Office Nabarangpur** to the Successful bidder otherwise the bid of the Successful bidder shall be cancelled the EMD/Bid Security shall be forfeited. Further proceeding for black listing shall be initiated against bidder.

The Additional Performance Security shall be in the favour of officer as named in Contract Date and shall be valid for a period of 45 days beyond the validity of the bid.

Revised Amendment has been modified with OM No. 4559, Dt. 05.04.2021 of Works Deptt.

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15. 1 Combined bid security for more than one work is not acceptable.
15. 2 In the case of schedule caste/schedule tribe contractors, 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, availing price preference facilities and performance security will apply.
15. 3 The Bid Security may be forfeited
- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
 - b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid.
 - c. If the Bidder fails to submit the original documents with in the stipulated date.
 - d. In the case of a successful bidder, if the bidder fails within the specified time limit to
 - (i) Sign the Agreement
 - (ii) Furnish the required Performance Security including additional performance security if any.

15.(B) FORMAT AND SIGNING OF BID:

- a. The bidder can download/ purchasing the tender of his choice and undertake the necessary preparatory work offline and submit the completed tender at his convenience before the closing date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the bid document. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, & words. The Bidders are advised to submit the completed Bid document well ahead of the last date & time of receipt.
- b. 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.
- c. (I)The bidder should sign on all the documents, certificates submitted by him,owing responsibility for their correctness. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and the bidder is liable to be blacklisted.
(II) However, the Officer inviting the Bid 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 and Additional Performance Security within the stipulated date as defined in tender call notice, his bid security shall be forfeited.

D. SUBMISSION OF BIDS

- 16.1(I) The bid shall require all the mandatory forms and filled up by the contractor before submission of the bid/ tender.
- 16.1(II) The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consists of GST, / PAN, Registration Certificates, Affidavits, Joint venture agreement along with other required documents as per Instruction to the bidder, Works in hand, List of machineries along with any other information required by OIT.

The financial bid shall consist of the Bill of Quantities (BOQ).

16.2 In case of item rate tender, bidders shall fill in their rates other than zero value in the specified place without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of work put to tender. The Successful bidder who has 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(APS) in shape of TDR in favour of the Block Dev. Officer, Nabarangpur . / Bank Guarantee in favour of the Block Development Officer, Nabarangpur from any Nationalised/ Schedule Bank in India Counter guaranteed by its local branch at Nabarangpur within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer, Nabarangpur to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for black listing shall be initiated against the bidder.

- (a) The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the officer inviting tender. The bidder shall write rates in figure only in the rate column of respective items without any blank cell in the rate column in case of item rate tender and write percentage excess or less up to two decimal place only in case of percentage rate tender.
- (b) The Bidder should ensure clarity/ legibility of the document submitted by him.
- (c) The bidder should check whether all relevant documents are attached in bid or not.

17. DEADLINE FOR SUBMISSION OF THE BIDS:

- Bids cannot be submitted after due date and time. The bidder should ensure correctness of the bid prior to submission. The bid cannot be opened even by the OIT before the due date and time of opening.
- The officer inviting the bid may extend the deadline for submission of bids by issuing an addendum/corrigendum, in which case all rights and obligations of the officer inviting the bid & and the bidders previously subject to the original deadline will then be subject to the new deadline.

18. LATE BIDS:

18.1 Bids cannot be submitted after closer specified date and time.

19. MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 In the tender, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid citing

reasons for withdrawal in the respective bid before the closure of receipt of the bid.

E. OPENING AND EVALUATION

OPENING OF THE BID:

- 20.1. Bid opening dates are specified in the DTCN or can be extended vide corrigendum. These dates are available in IFB i. e, in tender document (DTCN).
- 20.2. 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 same time on the next working day.
- 20.3. The Additional Performance Security shall be verified regarding the genuineness of the financial instruments from the concerned banks / Post Offices of branch of the banks / post offices.
- 20.4. Combined bid security for more than one work is not acceptable.
- 20.5. The Successful bidder who has 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 (APS) in shape of TDR in favour of the Block Development Office Nabarangpur / Bank Guarantee in favour of the Block Development Office Nabarangpur from any Nationalised/ Schedule Bank in India Counter guaranteed by its local branch at _within 7(Seven) days of issue of letter of acceptance (LOA) by the Block Development Office Nabarangpur to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.
- 20.6. The Technical evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the lowest bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder/contractor.
- 20.7. 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. Members of the bid opening committee shall open the financial bids for the technically qualified bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information provided in the bid.
 - i) 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.
 - ii) At the time of opening of "Financial Bid", the names of the bidders whose bids were found responsive will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected.
 - iii) 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.
 - iv) Special rebate/ discount offers if any shall be declared and recorded first.
 - v) The Financial bid of the bidders shall be opened one by one by the designated officers.

Tender committee members shall sign on each page of the BOQ and Comparative Statement.

- vi) The Bidder can witness the principal activities and view the documents for that particular work.
- vii) In case of non-responsive tender the office reinventing tender should cancelled /re-tender.

21. PROCESS TO BE CONFIDENTIAL:

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. The authority inviting bid may reserve the right to accept any additional document. The bidder will respond in not more than 7 (Seven) days of issue of the clarification letter, for failing which the bid of the bidder will be evaluated on its own merit.

22. CLARIFICATION OF BIDS:

To assist in the examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask any bidders in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents.

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

23.1. During the detailed evaluation of "Technical Bids", the officer inviting the bid will determine whether each bid: -

- i) Bid security is confirmed as NIT.
- ii) Has submitted legible documents as required for evaluation
- iii) Is substantially responsive to the requirements of the bidding documents.

23.2(a) 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.

- (b) For examination, evaluation and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder.
- (c) For clarification of his rates including reduction of rate on negotiation and break down of unit rates.

F. AWARD OF CONTRACT

24. AWARD CRITERIA:

- a) The officer in charge 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.
- b) The Employer shall notify acceptance of the work prior to expiry of the validity period by confirmed by registered letter. This letter of acceptance will state the sum that the Block Development Office will pay the contractor in consideration of execution completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the

letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

- c) On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Block Dev. Officer Nabarangpur.
- d) Competent Authority on behalf of Governor of Orissa 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.
- e) The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register understate PWD before signing of the agreement.

25. OPTIONS IF THE BIDDER BACKS OUT FROM BIDDING PROCESS:

If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(Three) years and action will be taken to blacklist the contractor. Besides the consortium/ JV/ Firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/there application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder and furnish the required Additional Performance Security (If required), otherwise the tender will be cancelled.

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 on DTCN, his bid security shall stand forfeited.

RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

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. 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.

26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- (a) The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- (b) The bidder shall within 7 (Seven) days of issue of letter of acceptance, furnish the Performance security in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Block Development Officer Nabarangpur 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.

Following documents shall form part of the agreement.

- i) 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.
 - ii) Standard Bid Document P.W.D Form **F2/P1 as the case may be**
- (c) The letter to proceed with the work shall be issued by **Block Development Officer Nabarangpur** 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.

27. CORRUPT OR FRAUDULENT PRACTICES:

The **Block Development Officer Nabarangpur** 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. 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. The Percentage tender rate bids are invited in double cover system from **"B"&"C"Class contractors** registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of Composite Building works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1
 - (a) This tender is on Composite basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.
 - (b) This detailed Tender Call Notice along with the clauses mentioned here in shall form a part of the contract and agreement.
 - (c) Contractor not registered with Government of Odisha, can participate but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
2. The 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 the website (<https://nabarangpur.nic.in/>)

3. The Bid documents will be available in the website: (<https://nabarangpur.nic.in/>). From Dt.16.06.2023 to Dt. 22.06.2023.
4. The bid documents will be opened by the assigned officer in the PANCHAYAT SAMITI, NABARANGPUR at 11.00 Hours on 26.06.2023 in the presence of the bidders or their authorized representatives who wish to attend.
5. Bid must be accompanied with Earnest Money deposit/ Bid security and cost of Bid documents of the amount specified at Column.06 & 07 of the Tender Call Notice.
6. Contractor exempted from payment of EMD will be able to participate in the tender attached with documentary evidences in shape of affidavit towards his eligibility for such exemption.
8. The Successful bidder who has 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 (APS) in shape of TDR in favour of the Block Development Office/Bank Guarantee in favour of the Block Development Office from any Nationalised/Schedule Bank in India Counter guaranteed by its local branch at .within 7 (Seven days) of issue of letter of acceptance (LOA) by the Block Development Office to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.
9. Self attested photo copies of following documents: -
 - i) Registration certificate as per clause-2 of DTCN & Registration Certificate of associates.
 - ii) **Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building**
 - iii) GST and PAN as per DTCN.
 - iv) Schedule 'E' as DTCN
 - v) Schedule 'F' as of DTCN
 - vi) No relation certificate Other required schedule-A information as per DTCN
 - vii) Furnishing of such documents along with the Technical Bid is mandatory otherwise, his/ her bid shall be declared as non-responsive and thus liable for rejection and action to be taken.
10. The contractors registered with State Government and contractors of equivalent Grade/ class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works can put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. The Civil Contractor in order to take part in the Composite tender should enter into a joint venture agreement for that work with eligible Registered Electrical Contractors (Associate with the joint venture) and a copy of such agreement for the work after due registration should be attached with the Tender along with documents viz. Contractor Registration Certificate, Pan card, GST, of self and the contractor with whom associated for execution of Composite work. Furnishing

copy of such documents is mandatory along with the tender documents otherwise, his/her bid shall be declared as non-responsive and thus liable for rejection. If the Civil Contractor is having registration in P.H. and Electrical works under the same name and style, the question of joint venture does not arise. Successful bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state. The tender papers shall bear signature of authorised person of the tenderer, the letter of authorisation should accompany tender papers. The authorisation should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, P.H and Electrical Items of work to the Block Dev. Officer, ..

- (i) The contract will be drawn in PWD P1 Contract form & will constitute 3 parts as follows:
- (a) Part-I For Civil items of works

The contract shall be drawn & signed by Block Development Office ,Nabarangpur on behalf of the Governor of Odisha.

11. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
12. 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.
13. The work is to be completed in all respects within 03(Three) calendar months from the date of issue of work order.
14. All tenders received will remain valid for a period not less than 90 days or the period mentioned in the contract data, from the date of opening of tender as specified in the notice inviting the Bid. A bid valid for a shorter period shall be rejected by the Block Development Office as non-responsive. Validity of tenders can also be extended if agreed by the tenderers and the Department.
15.
 - i. In the case of Item Rate Tenders, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ). The bidder shall write his rates in figure only in the rate column of respective items without any blank cell in the rate column.
 - ii. In case of percentage Rate tenders, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ) of the financial bid. Only percentage quoted shall be considered. Percentage rate quoted by the Contractor shall be accurately write in the specified location, so that there is no discrepancy. The percentage rate quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to two decimal place only. Bills for percentage rates tender shall prepared at the estimated rate for individual item only and percentage excess or less shall be added or subtracted from the gross amount of the bill. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as

applicable on Works Contract shall be paid over the bill amount at the time of Payment of Bill. 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 the merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the Block Development Office and D.A.O will remain present. (Amendment to Appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion) (Revised/ substituted as per Works Deptt. Office Memorandum No. 12366 Dt.08.11.2013)

16. Every page of the D.T.C.N., tender paper to be signed by the tenderer during agreement.
17. The tendered 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 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 authorised 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. Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged can not be entertained.
20. (Amendment to Para 3.4.16(a)(vii) of OPWD Code Vol-I by substitution) (Revised/substituted as per Works Deptt. Office Memorandum No.12366 dt.8.11.2013) For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of materials supplied. The contractors would however be responsible for procurement of materials from authorized sources and voluntarily disclose the

source of procurement for the purpose of billing. Besides the bidder would be required to submit the details of quarry for procurement while submitting the bid.

21. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST, and PAN card which are mandatory. The bidder shall carefully go through the tender and prepare the required documents of DTCN of Instruction to bidder for and the originals of all scanned documents of the successful lowest bidder only are to be produced within 5 (five) days after opening of the tender in the offices of the ZP. for verification otherwise his/her bid shall be declared as non-responsive and he/she will be debarred in future from participating in tender for 3(three) years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder along with the required Additional Performance Security. The Successful bidder who has 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 (APS) in shape of TDR in favour of the Block Dev. Officer, Nabarangpur. / Bank Guarantee in favour of the Block Development Office, Nabarangpur from any Nationalised/Schedule Bank in India Counter guaranteed by its local branch at .within 7(Seven days) of issue of letter of acceptance (LOA) by the Block Development Office , Nabarangpur to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the 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. Letters found in the tender documents raising or lowering the rates or dealing with any point in connection with the tender and regarding adjustment. or any other matter will not be considered.
24. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
25. 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 completion of the tender process. The retention of E.M.D.with the Department will carry no interest.
26. The Block Development Office 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 Block Development Office 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 bidder has to furnish performance (Initial Security Deposit) in shape of "bid security declaration" as per Office memorandum No.5984 Dt.27.04.2021 of works Deptt. After successful bidder, he has to submit initial security deposit @ 2% of the quoted amount in form of Deposit receipt of any Scheduled Commercial Bank in India / KissanVikashPatra / Post

Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the block development office payable at .before signing the agreement in the P.W.D. form No. F-2 (Schedule XLV No. 61) for the fulfilment of the contract in the block development office , Nabarangpur for civil, EI & PH component respectively as directed. The amount of security deposit withheld according to the provision of P-1 agreement shall be retained as security for the due fulfilment of this contract along with the additional performance security as mentioned in the DTCN duly pledged in favour of the Block Development Office , Nabarangpur payable at .in accordance with the provisions of the agreement.

Standard P.W.D. Form P1 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 Six months of completion of the work and payment of the final bill 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. Dt.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.

If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(three)years and action will be taken to blacklist the contractor. Besides the consortium/JV/Firm where such an agency/firm already happens to be or is going to be a partner/member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

27. 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.
28. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), Dt.27-9-61.
29. 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 taxes including 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 Bonafede use of the land for work and all such construction of temporary nature by the contractor shall be done after 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 equipment's 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.
30. No payment will be made for layout, benchmark, level pillars, profiles and benching and levelling 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
31. 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 this should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
32. 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.
33. 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.
34. No part of the contract shall be sublet without written permission to the Block Development Office or transfer be made by the power of attorney authorising others to receive payment on contractor's behalf.

35. 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

36. 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 PR & DW Deptt. or Assistant/Under Secretary & above in the PR & DW Deptt. 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.

Total value of work done during the month. It would include the amount of secured advance granted, if any during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

37.2: To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

SI No.	Item in WPI 1993-94 series	Item in WPI 2004-05 Series	Item in WPI 2011-12 series
1	Cement	Grey Cement	Ordinary Portland cement
2	Bars & rods	Rebars	HYSD bar.

39. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S 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.

40. Shuttering & centring 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.

41. 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, centring 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 centring and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
42. Cement Concrete should be machine mixed by weight by means of concrete mixture/batching plant conforming to relevant grade and approved by the Engineer-in-charge for all types of concrete works. The Contractor should arrange his own batching plant concrete mixer appropriate vibrators, pumps, etc. for this purpose at his own cost and departmental machinery if available only may be utilised on payment of necessary hire charges as detailed in clause of recovery sheet on necessary requisition.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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 Block Dev. Officer,
..
49. No claim whatsoever will be entertained for supply of machineries.
50. The tenders should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil works as per the proforma enclosed in a separate sheet of Schedule-H.
51. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last Five years, prior to the date of the bid, shall be debarred from qualification. The tenderer must submit the required information in schedule-E of the DTCN the tenderer is to furnish an affidavit (in original) in the specified format as per Schedule-F of the DTCN regarding authentication of tender documents & information about any litigation & Bank guarantee etc. Non-furnishing of the information in Schedule - E and required affidavit in Schedule – F(Original), the tender will be liable for rejection.
52. 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. No payment shall be made for the lapping/welding of M.S/Tor steel reinforcement.
- 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/ Nabarangpur. Test should be carried out in accordance with the stipulation in Bridges code section- III.
- c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.
- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Control and Research Laboratory at Cuttack/ Bhubaneswar/ Nabarangpur. Cost of testing of all specimens and samples will be borne by the Contractor.
53. 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.
54. 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 Block Dev. Officer, .. 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 Block Development Office in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
55. List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of Schedule-C.
56. 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.
57. 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.
58. 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.
59. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of Bill.
60. 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.

61. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.

62. The Successful bidder who has 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 (APS) in shape of TDR in favour of the Block Development Office/Bank Guarantee in favour of the Block Development Office from any Nationalised/Schedule Bank in India Counter guaranteed by its local branch at .within 7(Seven) days of issue of letter of acceptance (LOA) by the Block Development Office to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

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.

Revised Amendment has been modified with OM No.4559 Dt.5.04.2021 of Works Deptt.

- 62. 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 Executive Engineer.
- 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 Orissa. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. 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), Orissa 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). The required certificate is to be furnished in the Performa contained in a separate sheet vide **Schedule-B**
- 65.** An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers.
- 66.** All reinforced cement work should conform to Orissa Detailed specification and should be of proportion M-15 and M-20 having a minimum compressive strength (in work test) 150Kg/200Kg: per Cm² in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456/2000 using 12mm to 20mm. size hard black crusher broken granite chips (20mm size not be exceed 25%).
- 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 levelling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.
68. It should be understood clearly that no claims whatsoever would be entertained.
 69. 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.
 70. The Contractor will have to submit to the Block Development Office, Nabarangpur for monthly return of labour both skilled and unskilled employed by him on the work.
 71. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
 72. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings.
 73. The Tenderer has to furnish along with their tender.
 1. a list of works, which are at present in their hand
 2. list of T&P and
 3. list of work executed in the prescribed Performa enclosed.
 74. 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, Chajjas, fins, parapets, shelves etc. shall not be paid. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples are to be tested at Government Test house Alipore or at Control and Research Laboratory Cuttack at the cost of the Contractor with no extra cost to the Department for civil work.
 75. 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 **12 months** after completion of work or if any, imperfection becomes apparent to the work within **12 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.
 76. The fly ash bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
 77. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid licence from the licensing authority of labour Department.
 78. 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.
 79. Engineering contractors excepting those claiming exemption with production of affidavit, should furnish E.M.D as specified in the Tender Notice failing which the tender will be summarily rejected.

80. 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 Orissa 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 Orissa.
81. **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.
82. In case of ambiguity between clauses of this D.T.C.N. and the P1 contract form, the relevant Clauses of the P1 contract form shall prevail over the D.T.C.N. The clauses not covered under P1 contract form shall be governed by the clauses of the D.T.C.N.
83. 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.
84. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
85. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Addl. PD (Tech) 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 APD (Tech) is final and binding on the contractor.
86. 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.
87. 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.
88. 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 accounts shall be entertained in future.
89. 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).
 90. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
 91. Orissa 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 Orissa 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.
 92. The contractor is required to pay royalty to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Engineer-in-Charge with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
 93. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
 94. **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.
 95. 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 building for **12 months** from the date of successful completion of the work.
 96. From the commencement of the works to the completion of the same, they are to be under the contractor's 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 anyone 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.
 97. **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.
98. 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 authorised 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 Engineer-in-charge and to be submitted to the Engineer-in-charge every month.
 99. No part of the contract shall be sublet without written permission of the concerned Block Development Officer if transfer is made by power of Attorney authorising others to receive payment on the contractor's behalf.
 100. 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.
 101. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrows areas; land, approach road to the building site etc. are the responsibility of the contractor.
 102. 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.
 103. Deleted.
 104. Number of tests as specified in I.R.C. / MO RT & 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.
 105. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivising the tenderer.

106. Condition for issue of plant & machinery to contractor on hire: - Deleted

107. AMMENDMENT TO THE CONDITION OF F2 CONTRACT

Clause-2(a) of F2 Contract: -TIME CONTROL: -

(A) Progress of work and Re-scheduling programme.

- The Block Development Office, Nabarangpur 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.
- Within 03 days of issue of the letter of acceptance, the contractor shall submit to the Block Development Office, Nabarangpur for approval a Programme commensurate to Clause no.15 showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

- To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 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.
- If at any time it should appear to the Engineer-in-Charge that the actual progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- An update of the Work Programme shall be a programme showing the actual progress achieved, on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

(B) Extension of the Completion Date.

- 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 03rd 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.
- 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 Block Development Office, Nabarangpur 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.
- 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 endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
 - i) Force major, or
 - ii) Abnormally bad weather, or

-
- iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
 - 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.
 - 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 Block Development Office 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 Block Development Office and this shall be binding on the contract.

(C) Compensation for Delay.

If the contractor fails to maintain the required progress 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 Block Development Office (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed

subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

(E) Management Meetings

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

Clause-2 (b) of Item Rate F2 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa): -

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

110. 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.
111. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.
112. Amendment to Para 3.5.18 Note-viii of OPWD code Vol-I (Revised/substituted as per Works Deptt. Office Memorandum No.12366 dt.8.11.2013)
- Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
113. 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) Misbehaviour/ 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.

Total 113 Items only

HIRE CHARGES OF PLANTS AND MACHINERIES (Whenever Required)

Sl No.	Description			Usage Rates in Rs.	
	Machine	Activity	Output	Unit	Rate
1.	Dozer D-50-A-15	Spreading Cutting Cleaning	200cum/hour 100cum/hour 150cum/hour	Per hour Perhour Perhour	1592.17
2.	Dozer D-80-A-12	Spreading Cutting Cleaning	300cum/hour 150cum/hour 200cum/hour	Perhour Per hour Perhour	2190.43
3.	Motor Grader 3.35meter blade	Clearing Spreading GSB WMM	200cum/hour 200cum/hour 50cum/hour 50cum/hour	Per hour Perhour Per hour Perhour	1343.48
4.	Tractor with ordinary grader			Per hour	251.30
5.	Hydraulic Excavator of 1cum bucket	Soil ordinary Soil Marshy Soil unsuitable	60cum/hour 60cum/hour 60cum/hour	Per hour Perhour Perhour	730.43
6.	Hydraulic Excavator of 2cum bucket	Soil		Per hour	1624.35
7.	Front End loader 1 cum bucket capacity	Soil loading Aggregate loading	60cum/hour 25cum/hour	Per hour Per hour	452.17
8.	Tipper 5cum	Transportation of soil, GSB, WMM,Hotmix etc.	5.5cum	Per km. Per tonne.km Per hour	20.87 2.17 506.09
9.	Vibratory Roller 8-10 tonne	Earth/soil GSB WMM	100cum/hour 60cum/hour 60cum/hour	Per hour Perhour Perhour	864.35
10.	Smooth wheeled Roller 8-10 tonne	Soilcompaction BMcompaction	70cum/hour 25cum/hour	Perhour Perhour	294.78
11.	Sheep foot Roller	Soil compaction		Per hour	56.52
12.	Truck mounted water tanker	Water transport	6kL	Per hour	506.09
13.	Tractor	Pulling	50HP	Per hour	200.87
14.	Rotavator	Mixing	25cum/hour	Per hour	9.57
15.	Ripper	Scarifying	60cum/hour	Per hour	15.65
16.	Air compressor	General purpose	170/250cfm	Per hour	179.13
17.	Diesel Compressor		400cfm	Per hour	744.35
18.	Diesel Compressor		300cfm.	Per hour	618.26
19.	Electrical Compressor		500cfm	Per hour	432.17
20.	Wet Mix Plant 60 TPH	Wet Mix	25cum/hour	Per hour	675.65
21.	Wet Mix Plant 75 TPH	Wet Mix	35cum/hour	Per hour	900.87
22.	Mechanical broom hydraulic	Surface cleaning	1250sqm/hour	Per hour	200.00
23.	Bitumen pressure distributor	Applying bitumen tack coat	1750sqm/hour	Per hour	601.74

24.	Emulsion pressure distributor	Applying emulsion tack coat	1750sqm/hour	Per hour	448.70
25.	Hotmix plant-120 TPH	DBM/BM/SDC/ Premix	40cum/hour	Per hour	13130.43
26.	Hotmix plant-100 TPH	DBM/BM/SDC/ Premix	30cum/hour	Per hour	9710.43
27.	Hotmix plant-60 to 90 TPH	DBM/BM/SDC/ Premix	25cum/hour	Per hour	7765.22
28.	Hotmix plant-40 to 60 TPH	DBM/BM/SDC/ Premix	17cum/hour	Per hour	6217.39
29.	Hotmix plant-8 to 10 TPH	DBM/BM/SDC/ Premix	cum/hour	Per hour	891.30
30.	Paver finisher Hydrostatic with sensor control 100 TPH	Paving of DBM/BM/SDC/ Premix	40cum/hour	Per hour	1500.00
31.	Paver finisher Mechanical 100 TPH	Paving of WMM /PMC Paving of DLC	40cum/hour 40cum/hour	Perhour Perhour	642.61
32.	Paver finisher Mechanical	Paving of DLC	75cum/hour	Per hour	1605.22
33.	Hydraulic Chips Spreader	Surface dressing	1500sqm/hour	Per hour	1478.26
34.	Tandem Road Roller	Rolling of Asphalt surface	30cum/hour	Per hour	641.74
35.	Pneumatic Road Roller	Rolling of Asphalt surface	25cum/hour	Per hour	697.39
36.	Pothole repair machine	Repair of potholes	4cum/hour	Per hour	508.70
37.	Bitumen boiler oil fired	Bitumen spraying	1500 litre	Per hour	111.30
38.	Tar boiler	Bitumen spraying		Per hour	64.35
39.	GSB plant 50 cum	Producing GSB	40cum/hour	Per hour	582.61
40.	Mastic Cooker	Mastic wearing coat	1 tonne	Per hour	1379.13
41.	Batching and Mixing plant 15-20 cum.	Concrete Mixing	13cum/hour	Per hour	1043.48
42.	Batching and Mixing plant 30 cum.	Concrete Mixing	20cum/hour	Per hour	1252.17
43.	Batching and Mixing plant 112.5 cum.	Concrete Mixing	75cum/hour	Per hour	2400.00
44.	Batching and Mixing plant 262.5 cum.	Concrete Mixing	175cum/hour	Per hour	4486.96
45.	Transit Mixer	Transportation of concrete mix to site.	4.5cum/hour 3cum/hour	Per hour Per hour	521.74 478.26
46.	Grout pump			Per hour	56.52

47.	Concrete pump of 45 & 30 cum	Pumping concrete	33cum/hour 22cum/hour	Per hour	143.48
48.	Pump with 5HP diesel engine	Pumping of Water		Per hour	51.30
49.	Pump with 10HP diesel engine	Pumping of Water		Per hour	93.91
50.	Pump with 20HP diesel engine	Pumping of Water		Per hour	144.35
51.	Pump with 40HP diesel engine	Pumping of Water		Per hour	241.74
52.	Pump with 40HP electrical	Pumping of Water		Per hour	129.57
53.	Pump with 50HP electrical	Pumping of Water		Per hour	158.26
54.	Cranes 80 tonnes	Lifting purpose		Per hour	717.39
55.	Cranes 35 tonnes	Lifting purpose		Per hour	478.26
56.	Cranes 3 tonnes	Lifting purpose		Per hour	200.00
57.	Crawler mounted crane(18T)	Lifting purpose		Per hour	1493.04
58.	Tower Crane	Lifting purpose		Per hour	479.13
59.	Welding	Welding		Per hour	70.43
60.	Grouting machine without compressor			Per hour	79.13
61.	Mechanical Winch(10T)			Per hour	194.78
62.	Power Winch(40HP)			Per hour	191.30
63.	Concrete Bucket	For pouring concrete	1cum	Per hour	8.70
64.	Kerb casting machine	Kerb making	80RM/hour	Per hour	173.91
65.	Concrete Mixer 0.4/0.28 cum 1 cum	Concrete Mixing	2.5cum/hour 7.5cum/hour	Per hour Per hour	153.91
66.	Vibrator(3HP diesel)	Compacting concrete		Per hour	92.17
67.	Piling Rig with Bentonite pump	0.75m dia to 1.2m dia boring attachment	2 to 3RM/hour	Per hour	3065.22
68.	Concrete Paver Finisher with 40HP Motor	Paving of concrete surface	20cum/hour	Per hour	1608.70
69.	Integrated stone crusher	Crushing of spalls Crushing of spalls	100TPH 200 TPH	Per hour	4860.87 10226.09

70.	Stone crusher(electrical)	Crushing of spalls		Per hour	160.00
71.	Crushing & processing plant(electrical)			Per hour	204.35
72.	Concrete paver Finisher with 40HP Motor	Paving of concrete surface	175cum/hour	Per hour	14076.52
73.	Prestressing Jack with Pump & Access	Stressing of steel wires / stand		Per hour	72.17
74.	Generator 100KVA	Generation of Electric Energy	100KVA	Per hour	391.30
75.	Generator 250KVA	Generation of Electric Energy	100KVA	Per hour	978.26
76.	Generator 33KVA	Generation of Electric Energy	50KVA	Per hour	208.70
77.	Generator 40KVA	Generation of Electric Energy	KVA	Per hour	369.57
78.	Generator 125KVA	Generation of Electric Energy	KVA	Per hour	786.96
79.	Pneumatic Sinking Plant	Pneumatic sinking of wells	1.5 to 2.0 cum/hour	Per hour	2339.13
80.	Truck 5.5cum per 10 tonnes	Material Transport	4.5cum	Per km. Per ton.km. Per hour	17.39 1.74 484.35
81.	Road Marking machine	Road marking	100sqm/hour	Per hour	52.17
82.	Mobile slurry seal equipment	Mixing and laying slurry seal	2700sqm/hour	Per hour	565.22
83.	Wagon drill			Per hour	111.30
84.	Dimond drill			Per hour	293.91
85.	Inwell rings			Per hour	62.61
86.	Jack hammer			Per hour	7.83
87.	Pneumatic rammer			Per hour	11.30
88.	Pusher leg			Per hour	4.35

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. 269/455 (However the grade of cement to be selected by the Engineer-in-Charge of work and complex cube test before commencement of work in eachbatch).
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.3025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for journey works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

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
16. Pile Foundation Shall be conformity to I.S. 2911 (Part 1 & Part 2)

C O D E S

Codes shall mean the following including the latest amendments and / or replacement if any.

- a) Indian Boiler Act, 1923 and Rules and Regulations made there under
- b) Indian Electricity Act, 1923 and Rules and Regulations made there under
- c) Indian Factories Act, 1948 and Rules and Regulations made there under
- d) The minimum wages Act
- e) The Women's Compensation Act
- f) The Payment of Wages Act
- g) The Fatal Accident Act
- h) The Industrial Employment Act
- i) The Employment provident Fund Act
- j) Indian Explosive Act 1984 the Rules and Regulations made there under
- k) Indian Petroleum Act 1934, and Rules and Regulations made there under
- l) A.S.M.E. Test Codes
- m) AIRE Test, Codes
- n) American Society of Materials Testing Codes
- o) Standards of the Indian Standards Institution

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

SCHEDULE-B

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER / DIPLOMA HOLDERS

(for Super class / special class / A class contractors only)

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

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address.	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous.	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt./ Public Sector Undertaking/ private Companies and/or any one ineligible for Government service.
1	2	3	4	5	6	7

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

Signature of the tenderer.
Date:-

SCHEDULE-D

**WORK EXPERIENCE
LIST OF SIMILAR NATURE OF PROJECTS EXECUTED**

Name of Employer	Name of Location and Name of Work	Contract Price in Indian Rupees/ Agreement No.	Major items of Works	Stipulated date of Commencement/ completion of the Work as per Agreement.	Actual date of Completion of the Work.	Value of work actually executed during last 5 financial year		Reasons for delay in starting/ completion if any.
						Financial year	Value	
1	2	3	4	5	6	7	8	9

Note:- The above information is to be certified by the Engineer in Charge / Employer not below the rank of Executive Engineer.

SCHEDULE-E

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

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

Note:

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

Signature of the contractor

SCHEDULE -F

(To be submitted in original in legal stamp paper)

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 our firm M/s _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm)
Title of Officer
Name of Firm
Date:

SCHEDULE –G

Existing commitments and ongoing works

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs.Lakh)	Stipulated period of Completion	Value of works remaining to becompleted (Rs. Lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach Certificate(s) from the Engineer -in-charge

Schedule-H

Form of Bid Security Declaration

Name Of the Work–

Date:

Bid Identification No.

To

(Fill up the complete name and address of the Authority/Employer/Tender Inviting Authority)

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
2. We accept that the Authority/Employer/Tender Inviting Authority shall cancel our empanelment and / or suspend/prohibit/debar/blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid prior to the expiry date of the bid validity specified in the letter of Bid or any extended date provided by us; or
 - (b) Having been notified of the acceptance of our Bid by the Employer prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by us,
 - (i) Failure of use to furnish the Performance Security and Additional Performance Security, if required in accordance ITB/Terms of the Bid Document, or
 - (ii) Fail to agree to the decisions of the contract negotiation meeting or
 - (iii) Failure refuse to execute the Contract.
3. We understand this Bid Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of your notification of the name of the successful Bidder through award of contract; or after the expiry date of the Bid validity.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____

- In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

- Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

[Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all members to the Joint Venture that submits the Bid]

SCHEDULE - I

MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt....., Aged Years, S/O-, At / P.O. / Dist-..... (Hereinafter called the First Part)

AND

Second Party I Sri/Smt....., Aged Years, S/O-, At / P.O. / Dist-..... (Hereinafter called the Second Part) having H.T. / L.T. license registration No..... valid up to

AND WHEREAS the First Party of 1st part is the managing partner of

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the tender work, "....."

AND WHEREAS the Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

- 1) That, the First Party shall receive payment, signing the bill the document for the concerned work.

in witness where of both the party have signed in presence of


WITNESS

W₁ -

W₂ -

APPROVED for 48 (Fourty Eight) pages only

Contractor


BDO, NABARANGPUR