

GOVERNMENT OF ODISHA

PANCHAYATIRAJ & DRINKING WATER DEPARTMENT



PANCHAYAT SAMITI OFFICE, RENGALI DIST :- SAMBALPUR

DETAILED TENDER CALL NOTICE FOR THE WORK :

- i) Construction of Day Care Sub- Centre Building at Bomaloi
Amount put to tender (in Rs)- 34,31,068.00

GOVERNMENT OF ODISHA
OFFICE OF THE BLOCK DEVELOPMENT OFFICER, RENGALI BLOCK, SAMBALPUR
EMAIL ID -ori-rengali@nic.in
INVITATION TENDER CALL NOTICE

No **627** Date **24/02/2023**

The Block Development Officer, Rengali, Sambalpur on behalf of Governor of Odisha invites **percentage rate Bids** in sealed cover for the following works from class of eligible contractors as mentioned in column -8 (eight) registered with the State Governments having validity of Civil License and contractors of equivalent grades/ Class registered with Central Govt. / MES/Railways and other state government having validity of Civil license for Execution of **Buildings**. The proof of registration from the appropriate Authority shall be enclosed with the Bid . The eligible contractors of the state PWD (R&B) / Water Resources/ M.I./ C.P.W.D. for the following work eventually to be drawn up in the **P.W.D. P1 forms** in conformity with the with Detailed Tender Call Notice. The Bidders may submit bids for the following works.

Sl. No.	Location	Name of the Work	Estt. Cost (In Rs) +	Amount put to tender(in Rs)	Cost of Tender Paper ,(Non Refundable) in Rs.	Bid security EMD 1% (in Rs.)	Period of completion	Class of Contractor
1	2	3		4	5	6	7	8
1	Lapanga GP	Construction of Day Care Sub-Center at SC Lapanga	46,00,000.00	33,70,077.00	6000.00	33700.00	6 Calendar Months	'B' & 'C' Class
2	Bomaloi GP	Construction of Day Care Sub-Center at Bomaloi	46,00,000.00	34,31,068.00	6000.00	34310.00	6 Calendar Months	'B' & 'C' Class
3	Khinda GP	Construction of Day Care Sub-Center at SC Babukhinda	46,00,000.00	34,30,998.00	6000.00	34310.00	6 Calendar Months	'B' & 'C' Class
4	Kinaloi GP	Construction of Day Care Sub-Center at Kinaloi	46,00,000.00	34,36,452.00	6000.00	34365.00	6 Calendar Months	'B' & 'C' Class

Terms & Conditions:-

1) Bid documents consisting of plans, specification, the schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except on Sunday & Public holidays till last date of sale and receipt of tender paper. The sale of the Bid document shall start from **Dt 27.02.2023 To Dt 14.03.2023** during **11.00 A.M to 5.00 PM** except on **Sunday & Govt. holidays**.

The Tender paper shall be submitted in sealed cover Super scribing the Name of the Work & shall contain signed DTCN , Attested copy of Registration Certificate , Aadhaar Card , Pan Card, GST Registration /Clearance Certificate , No relation Certificate & Original Affidavit regarding authentication of documents of Tender Notice , other documents required as per the relevant clauses of the DTCN, Tender paper cost in shape of Bank draft or Demand Draft drawn in favour of Block Development Officer , Rengali and required amount of EM D in shape of Bank Deposit receipt of any Nationalized Bank duly pledged in favour of Block Development Officer , Rengali without which , Bid will not be Considered . The Tenderer are required to send their Tender papers through **Registered Post / Speed Post** only to the **Block Development Officer , Rengali, At/Post- Rengali, Dist – Sambalpur , Pin – 768212**, so as to reach this Office by **Dt. 14.03.2023** within **5.00 PM** after which no Bid will be considered. The Bids **received** late will not be opened . The Authority will not be held responsible for the Postal delay if any or non-receipt of the Tender Documents in time.

2). The Bids received will be **opened on date 16.03.2023** at **11.00 AM** in the Office of the Block Development Officer , Rengali in presence of the Bidders or their Authorized representatives wish to attend . If the Office happens to be closed on the date of receipt/ opening of the Bids as specified, the Bids will be received/opened on the next working day on the same time and Venue.

3) Detail information as contained in the DTCN shall have to be strictly adhere to while submitting the Tender papers.

4) Engineer Contractor desirous to avail the facility of exemption of EMD is required to submit an Affidavit in original to the effect that, he has not yet availed the facility for more than three works during the current Financial year . The name of work for which and the Authority to which the Tender is being submitted must be mentioned in the Affidavit.

5) Any Tenderer desirous to avail any facility as per certain circular/ order of Govt. have to apply for the same in writing along with the Tender paper . Claim at the time of opening of Tender or latter will not be entertained. Bid documents can be purchased from this Agency on payment of the tender cost mentioned against the work in **Col. 5** in shape of cash or DD drawn in favour of **Block Development Officer, Rengali** payable at Rengali from any Nationalized scheduled Bank towards cost of tender paper respectively. This is non-refundable.

6) If any of the interesting Bidders wish to withdraw from participation in the Bid he/she can freely withdraw from the participation before scheduled date and time of closure, failing which action has deemed fit as per relevant Codal practice will be taken against him/ her.

Signature of Contractor

Block Development Officer
Rengali

7) Amendment to para 3.5.5 (V) of OPWD Code Volume – I by inclusion Additional Performance Security(APS) shall be obtained from the Bidders when the Bid amount is less than estimated cost put to tender . In such an event, only the successful Bidder who has quoted less Bid price rates/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 term deposit receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional Officer in any Nationalised / Scheduled bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance (LOA) by the Divisional Officer (by E-mail) to the successful Bidder otherwise the Bid of the Successful Bidder shall be cancelled and the earnest money deposit / Bid security shall be forfeited .further proceeding for blacklisting shall be initiated against the Bidder as per Works Department Office Memorandum No 14459/ dated 20.09.2018

8) If after opening of the Tender , it is seen that , the Tender has to be decided through a transparent lottery system, then the lottery date will be intimated through Office Notice board . The lottery will be held, even if no bidder has come in front of the Tender Opening Committee.

9) The work should be completed within the stipulated period of completion and in no case the time extension will be allowed except the reasons not attributed to the contractors.

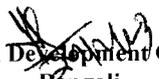
10) The Authority reserves the right to reject any or all the Bids without assigning any reason. On review of last performance of the work executed through B.D.O. Rengali, the lowest-1 tender may/ may not be considered for the works though he/she becomes lowest-1 bidder.

11) The contractor should have an **Experience** of execution in similar nature of works i.e. Building works not less than Rs.10.00 lakhs during previous five Financial year from **2016-17 to 2021-22** . It is mandatory to submit the experience details on Building works for consideration of the Tender.

12).CGST & SGST will be paid beyond the Tender cost as applicable. All other detailed clauses / guidelines can be seen in the Bid documents .

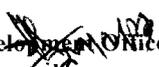
13) Bid documents consisting of plans, specification, the schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except on Sunday & Public holidays till last date of sale and receipt of tender paper.

The schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except on Sunday & Public holidays till last date of sale and receipt of tender paper. The Bid documents will also be available in the district website <http://sambalpur.nic.in> . E-Mail :ori-rengali@nic.in .


Block Development Officer,
Rengali

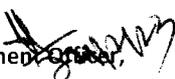
Memo no 628 / dated 24 / 02 / 2023

Copy submitted to the Under Secretary to Government, Information & Public Relations Department, Govt. of Odisha for information and necessary action with a requested to get the tender notice published in widely published 2 nos. of local daily News Papers of for wide publication.


Block Development Officer,
Rengali

Memo no 629 / dated 24 / 02 / 2023

Copy along with soft copy of the notice submitted to the D.I.O., NIC, Sambalpur with a request to display the Tender call Notice and Tender document in the Web-site till **01.00 PM** hours of **dt 14.03.2023**.
.Enco:-Soft copy 1 no.


Block Development Officer,
Rengali

Memo no 630 / dated 24 / 02 / 2023

Copy submitted to the Revenue Divisional Commissioner (Northern Division), Sambalpur/ Collector & District Magistrate ,Sambalpur / Superintendent of Police, Sambalpur/ President, Zilla Parishad, Sambalpur and Project Director, DRDA, Sambalpur for information and necessary action.


Block Development Officer,
Rengali

Memo no 631 / dated 24 / 02 / 2023

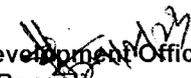
Copy to the Executive Engineer R&B Division, Sambalpur/ R.W.S.S. Division, Sambalpur/ N.H. Division, Sambalpur/ R.W. Division, Sambalpur/ P.H. Division, Sambalpur/ Sambalpur Irrigation Division, Burla/ Minor Irrigation Division, Sambalpur/ L.I. Division, Sambalpur & All Block Development Officers of Sambalpur for information and wide circulation.

Signature of Contractor

Block Development Officer
Rengali


Block Development Officer,
Rengali

Memo no 632 / dated 24/02/2023
Copy to Notice Board of Block office for wide circulation


Block Development Officer,
Rengali

CHECKLIST TO BE SUBMITTED BY THE BIDDER

Sl. No	Particulars	Whether furnished		Reference to Page no.
		Yes	No	
01.	Cost of tender paper ₹6000/-			
02.	E.M.D for Rs.34310.00 Copy of financial instrument shall be furnished)			
	Or E.M.D for Rs/- deploying machineries outside the State			
03.	Copy of valid Registration Certificate			
04.	Copy of valid GSTN clearance certificate			
05.	Copy of PAN Card			
06.	Copy of Aadhaar Card			
06.A	No Relationship Certificate in Schedule – A			
07.	Works Experience -			
(A)	List of works (similar nature) executed (Schedule-D)			
(B)	List of ongoing works in hand (Schedule-B)			
08. (A)	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)			
(B)	Affidavit (Schedule-F)			
09. (A)	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained) and Annexure-I (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2 nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.			
10	Document of engagement of Technical personnel as per requirement.			
	List of Plants & Equipments to be deployed on contract work			
Sl. No	Type of Equipments	No. of machines required	Marks	
1	Concrete mixer	2 Nos	20	
2	Concrete Vibrator : Plate type	1 No	10	
3	Concrete Vibrator : Needle type	1 No	10	
4	Water Tanker	1 No	10	

Signature of Contractor

**Block Development Officer
Rengali**

5	Water pump	1 No	05	
6	Truck/ Tipper	1 No	10	
7	Tractor	1 No	10	
8.	Rigid Centering and Shuttering Plates (Steel/Iron)	200 Sqm	25	
		Total	100	

CONTRACT DATA

A. GENERAL INFORMATIONS

SI No	Item	Details
1	Bid Identification No.	RENGALI/ P1/2022-23
2	Name of the Work	1 - Construction of Day Care Sub-Center at Bomaloi
3	Officer Inviting Tender	Block Development Officer, Rengali
4	Executive Engineer authorized as Engineer-in-charge of work.	Addl. Project Director(Tech), DRDA, Sambalpur
5	Amount put to tender	3431068 . 00

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	6 (Six) Calendar Months
8	Last Date & time of submission of Bid	5.00 PM Date 14.03.2023
9	Cost of Bid Document	
	i Bank draft amount separately (Cost of tender paper)	Rs, 6000.00
	ii Downloaded from website	Rs, 6000.00
	iii in favour of	Block Development Officer, Rengali
	iv payable at	Rengali
11	Bid Security	
	i Amount	Rs , 34310.00
	ii in favour of	Block Development Officer, Rengali
	iii payable at	Rengali
	iv Type of instrument	As specified in the bid document

Signature of Contractor

**Block Development Officer
Rengali**

12	Bid validity period	90 days
13	Minimum period of contract / agreement / lease deed of equipment and machineries	12 (Twelve) Months
14	Currency of payment for Contract	Indian Rupee
	Language of Contract	English

GOVERNMENT OF ODISHA
OFFICE OF THE BLOCK DEVELOPMENT OFFICER, RAIKAKHOL BLOCK, SAMBALPUR
EMAIL ID -ori-rairakhole@nic.in
INVITATION TENDER CALL NOTICE
No. 627 date. 24/02/2023

The Block Development Officer, Rengali, Sambalpur on behalf of Governor of Odisha invites **percentage rate Bids** in sealed cover for the following works from class of eligible contractors as mentioned in column -8(eight) registered with the state Governments having validity of Civil License and contractors of equivalent grades/ Class registered with Central Govt. / MES/Railways and other state government having validity of Civil license for Execution of **Buildings**. The proof of registration from the appropriate Authority shall be enclosed with the Bid . The eligible contractors of the state PWD (R&B) / Water Resources/ M.I./ C.P.W.D. for the following work eventually to be drawn up in the **P.W.D. P1 forms** in conformity with the with Detailed Tender Call Notice. The Bidders may submit bids for the following works.

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1	Bomaloi GP	Construction of Day Care Sub-Center at Bomaloi	4600000.00	34,31,068.00	6000.00	34310.00	6(six) Calendar Months	'B' & 'C' Class

Terms & Conditions:-

1)) Bid documents consisting of plans, specification, the schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except on Sunday & Public holidays till last date of sale and receipt of tender paper. The sale of the Bid document shall start from **Dt 27.02.2023 To Dt 14.03.2023** during **11.00 A.M to 5.00 PM** except on **Sunday & Govt. holidays**.

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Signature of Contractor

Block Development Officer
Rengali

- 3) Detail information as contained in the DTCN shall have to be strictly adhering to while submitting the Tender papers.
- 4) Engineer Contractor desirous to avail the facility of exemption of EMD is required to submit an Affidavit in original to the effect that, he has not yet availed the facility for more than three works during the current Financial year . The name of work for which and the Authority to which the Tender is being submitted must be mentioned in the Affidavit.
- 5) Any Tenderer desirous to avail any facility as per certain circular/ order of Govt. have to apply for the same in writing along with the Tender paper . Claim at the time of opening of Tender or latter will not be entertained. Bid documents can be purchased from this Agency on payment of the tender cost mentioned against the work in **Col. 5** in shape of cash or DD drawn in favour of **Block Development Officer, Rengali** payable at Rengali from any Nationalized scheduled Bank towards cost of tender paper respectively. This is non-refundable.
- 6) If any of the interesting Bidders wish to withdraw from participation in the Bid he/she can freely withdraw from the participation before scheduled date and time of closure, failing which action has deemed fit as per relevant Codal practice will be taken against him/ her.
- 7) Amendment to para 3.5.5 (V) of OPWD Code Volume – I by inclusion Additional Performance Security(APS) shall be obtained from the Bidders when the Bid amount is less than estimated cost put to tender . In such an event, only the successful Bidder who has quoted less Bid price rates/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 term deposit receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional Officer in any Nationalised / Scheduled bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance (LOA) by the Divisional Officer (by E-mail) to the successful Bidder otherwise the Bid of the Successful Bidder shall be cancelled and the earnest money deposit / Bid security shall be forfeited .further proceeding for blacklisting shall be initiated against the Bidder as per Works Department Office Memorandum No 14459/ dated 20.09.2018
- 8) If after opening of the Tender , it is seen that , the Tender has to be decided through a transparent lottery system, then the lottery date will be intimated through Office Notice board . The lottery will be held, even if no bidder has come in front of the Tender Opening Committee.
- 9) The work should be completed within the stipulated period of completion and in no case the time extension will be allowed except the reasons not attributed to the contractors.
- 10) The Authority reserves the right to reject any or all the Bids without assigning any reason. On review of last performance of the work executed through B.D.O. Rengali, the lowest-1 tender may/ may not be considered for the works though he/she becomes lowest-1 bidder.
- 11) The contractor should have an Experience of execution in similar nature of works i.e. Building works not less than Rs.10.00 lakhs during previous five Financial year from 2015-16 to 2020-21 . It is mandatory to submit the experience details on building works for consideration of the Tender.
- 12).CGST & SGST will be paid beyond the Tender cost as applicable. All other detailed clauses / guidelines can be seen in the Bid documents

13.The work is to be completed in all respects within the time period as specified in the Contract Data. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

The schedule of quantities and the set of terms & conditions of contract and other necessary documents can be seen in the office of the undersigned during office hours every day except on Sunday & Public holidays till last date of sale and receipt of tender paper. The Bid documents will also be available in the district website <http://sambalpur.nic.in> . E-Mail :ori-rengali@nic.in.

14. All bids received will remain valid for a period (90 days) as specified in the Contract Data after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
15. 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 is to furnish an affidavit at the time of submission of tender paper about the authentication of tender documents including Bank guarantee. **An affidavit** to this effect is to be furnished in **Schedule-F**. Non furnishing of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**.

Signature of Contractor

Block Development Officer
Rengali

16. **No Relation certificate.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

17. (i) Each tenderer is to submit along with tender a note regarding his experience on construction of Road/Bridge Works.

a) Name of the **Road/Bridge**:-

b) Estimated Cost:-

c) Total Length:-

d) **Major Item of works/Type of Bridge**:-

e) Quantity of items i) as per Agreement:-

ii) as per execution:-

f) Date of Commencement:

g) Stipulated date of Completion:-

h) Actual date of completion:-

ii) Other details if any. :-

iii) The prospective applicant in its name should furnish list of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2.

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

20. If the application is made by a firm in partnership, it shall be signed by (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.

21. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by duly authorised person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.

22. 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.

23. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information's should be submitted in English.

24. **Percentage rate contract (vide works Department letter No – 8310 dt – 17-05-2006).****In case of percentage rate tender**

- (i) The contractors has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribe format appended to the tender document .
- (ii) Contractors participated in the tender for more than one work may offer conditional rebate . Rebate offer submitted in separate sealed envelope shall be opened , declared and recoded first . The rebate so offered shall be considered after opening of all works called in the same tender Notice . The contractors who wish to tender for two or more works shall submit separate tender for each . Each tender shall have the **Bid Identifications No. , Name & Sl . No** of the work (as per IFB) to which they refer , written on the envelope .
- (iii) Only percentage quoted shall be considered . Percentage quoted by the Contractor should be accurately filed in figures and words , so that there is no discrepancy .
- a) If any discrepancy is found in the percentage quoted words & figures , then the percentage quoted by the contractor in words shall be taken as correct.
- b) If any discrepancy is found in the percentage quoted in percentage excess / less and the total amount quoted by the contractor , then the percentage will be taken as correct.
- c) The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
- d) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess .
- e) The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies .

Signature of Contractor

Block Development Officer
Rengali

- f) The contractor will write percentage excess / less upto one decimal point only . If he writes the percentage excess / less upto two or more decimal points , the first decimal point shall only be considered without rounding off .
- g) The tender shall be written legibly and free from erasures , over writings or corrections of figures . Corrections , over writings & interpolations where unavoidable should be made by making out initiating, dating and rewriting .
- iv) In the contract P1 time is the essence . The contractor is required to maintain a certain rate of progress specify in the contract .
- (v) The quality mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost . If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment .
- (vi) The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtract from the gross amount of the bill.
- 25 The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers can not be entertained. The drawing 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.
- 26 Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries have been misjudged can not be entertained.
- 27 The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
- 28 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.
- 29 Amendment to para 3.5.5 (V) of OPWD Code Volume – I by inclusion Additional Performance Security(APS) shall be obtained from the Bidders when the Bid amount is less than estimated cost put to tender . In such an event, only the successful Bidder who has quoted less Bid price rates/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 term deposit receipt pledged in favour of Divisional Officer/ Bank Guarantee in favour of the Divisional Officer in any Nationalised / Scheduled bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of letter of acceptance (LOA) by the Divisional Officer (by E-mail) to the successful Bidder otherwise the Bid of the Successful Bidder shall be cancelled and the earnest money deposit / Bid security shall be forfeited .further proceeding for blacklisting shall be initiated against the Bidder as per Works Department Office Memorandum No 14459/ dated 20.09.2018
- 30 The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
- 31 in case of any discrepancy in printing or omission of statutory specifications or any other part of portion of the approved documents during download of the bid document during download of the bid document the decision of the officer inviting the bid will be binding on the bidder .
- 32 Schedule of quantities accompanied in 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.
- 33 The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.
- 34 The earnest money will be retained and dealt with as per the terms and conditions of the O. P. W. D. code.

Signature of Contractor

Block Development Officer
Rengali

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The bidder / tenderer whose bid has been accepted will be notified of the award by the Block Development Officer prior to expiration of the validity period by facsimile confirmed or by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the the Block Development Officer ,Rengali will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Deposit receipt of Schedule Bank/Kissan Vikash Patra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Block Development Officer ,Rengali and in no other form which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments/machineries from out side the State if any) and sign the agreement in the P.W.D. form No. P1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the Block Development Officer , Rengali as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Block Development Officer, Rengali . Following documents shall form part of the agreement.

a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

b) Standard P.W.D. Form 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 One year of completion of the work and payment of the final bill and will not carry any interest.

As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

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

The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

Tenderers are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.

37 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 Block Development Officer ,Rengali will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Block Development Officer , Rengali is final and binding on the contractor.

38 The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.

a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.

b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.

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- c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
- d. Fees and duties levied by the municipal, canal or water supply authorities.
- e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
- f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
- g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
- h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost. After the work is finalised, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rates.
- 39 No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
- 40 It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
- 41 The 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.
- 42 Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that the tenders must be received in order and according to the instructions.
- 43 Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clause mentioned herein before tendering.
- 44 All reinforced cement concrete work should conform to Odisha Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.
- 45 Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
- 46 The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
- 47 Concrete should be machine mixed unless otherwise ordered in writing by the Block Development Officer ,Rengali. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
- 48 Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
- 49 The 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.
- 50 The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
- 51 If the 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.
- 52 The selected contractor may take delivery of departmental supply according to his need for the work issued by the Block Development Officer , Rengali subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause of F2 agreement.
- 53 The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that

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account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.

- 54 All the materials which are to be supplied from Block store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M. S. Rods or Tor steel/M.S Angles, Tees and Joists etc. After the issue from the Block store the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one meter in length will be returned by the contractor at the issuing stores without conveyance charges.
- 55 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 sorts of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
- 56 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 Block Development Officer ,Rengali (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).
- 57 The tentative alignment of the proposed Culvert & Guardwall has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in both U/s and D /S.
- 58 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.
- 59 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Block Development Officer ,Rengali and bear the entire cost of the test.
- 60 Measurement of earth work in road embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting will be economically utilised in filling.
- 61 The stack of road metal and gravel will be measured in boxes of $1.5m \times 1.5 M \times 0.5M$ which will be taken as $1.5m \times 1.5M \times 0.44M = 1$ Cum. The soling stones will be measured in the suitable stacks with deduction for voids @ $1/6$ of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
- 62 The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Block Development Officer ,Rengali.
- 63 In the event of any delay in the supply of Department road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
- 64 The tenderer should furnished along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.
- 65 Sinking of wells shall be measured from bottom of well cap up to bottom of cutting edge or 15 cm. above low water level whichever is less.
- 66 All method of sinking including pneumatic sinking by employment of drivers and other equipment shall be included in the rate.
- 67 Removal of trees, logs of trees or isolated boulders and desalting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate of sinking.
- 68 The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
- 69 When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
- 70 Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
- 71 For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Block Development Officer ,Rengali with 10% extra cement to be used for under water concreting without any extra cost to the department.
- 72 No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.

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- 73 No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
- 74 Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load
75. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
76. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost .The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
77. i) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Block Development Officer ,Rengali.
- ii) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
78. 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.
79. Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
- i) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
- 80 The thickness of cement concrete in top plugging should be as per Departmental drawing.
81. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work these tolerance the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
82. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
- 83 If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H for Roads and Bridges.
- 84 No claim for carriage of water what-so-ever will be entertained.
- 85 The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Block Development Officer ,Rengali. 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 Officer ,Rengali in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
- 86 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 himself one graduate Engineer and Two Diploma holders belonging to the state of Odisha. Like wise "A" class contractor shall employ under himself one graduate Engineer and Two Diploma holders belonging to the state of Odisha. The Contractor shall pay to the Engineering Personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the state Govt of odisha .The Engineer – In- Chief (Civil) . Orissa may however assist the contractor with names of such unemployed Graduate Engineer 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 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 of Diploma holder so employed by the contractor to the effect that the work executed as per bill has been supervised by

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him, (Vide Works Department No Codes M-22/91-15384 dated 9.7.91) . The required certificate to be furnished in the proforma contained in a separate sheet vide Schedule - B

- 87 . 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.
88. Odisha Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974 .The Odisha Construction Corporation will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
89. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Block Development Officer ,Rengali 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.
- 90 Building and other construction welfare Cess for construction workers shall be deducted @ 1 % of the Gross amount of the bills from the contractor as per Resolution of Govt. Of Odisha , Labour & Employment Department .
- 91 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
- 92 Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is 0.50 lakh and above.
- 93 The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Block Development Officer , Rengali 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.
- 94 Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
- 95 Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
- 96 **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Block Development Officer ,Rengali.
- 97 **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is `purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.
- (I) Any defects, shrinkage or other faults which may be noticed within 6 (Six) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Block Development Officer ,Rengali to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road for 6 (Six) months from the date of successful completion of the work.
- (ii) From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
- 98 **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.

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99 Tilts and shifts

- i) Maximum permissible shift is 150mm.
ii) Maximum permissible tilt is 1 : 80.

100. **Escalation:-** Payment for variation in price-(Vide Works Department Memorandum No-12606/W dt.24.12.2012.

Contract price shall be adjusted for increase or decrease in rates and price of Labour, Cement, Steel, Bitumen, Pipes, POL & other material component in accordance with the following principles and procedures as per formula given below :-

101

a) (i) **REIMBURSEMENT/RECOVERUY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L.)**

If during the progress of the work the price of any materials (Excluding the cost of steel, cement, Bitumen & P.O.L.) incorporated in the work (not being materials supplied from the Block Development Officer ,Rengalitore) in accordance with clause there of increases or decreases as a result of increase or decrease in the Average wholesale price Index (all commodities), and the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If above materials on the value of works executed during the extended period.

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

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

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

$$Vm = 0.85 \times Pm / 100 \times R \times (M1 - Mo) / Mo$$

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

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

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

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

Pm = Percentage of material component (other than cement, steel, bitumen, pipes and POL) of the work, as indicated in clause-94 (d) below.

a) (ii) **REIMBURSEMENT/RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER :**

If after submission of the tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases/decreases beyond the price (s) prevailing at the time of the last date for submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not be eligible to get price variation on the above materials on the value of works executed during the extended period.

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Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval of tender accepting authority subject to following conditions :

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the works which are progressed as per the approved work programme/revised work programme duly approved by the Engineer-in-charge.

Recovery in case of decrease in prices of cement, steel, bitumen & pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase/decrease in prices of cement, steel, bitumen and pipes for reimbursement/recovery shall be determined as follow.

(a) Adjustment towards differential cost of Cement

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

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

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

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

a) Adjustment towards differential cost of Steel

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

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

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

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

b) Adjustment towards differential cost of Bitumen.

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

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

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

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

c) Adjustment towards differential cost of Pipes.

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

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

P_p = Percentage of pipe component of the work as indicated in the clause 94 (d).

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

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

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

101 (b) REIMBURSEMENT/REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

If after submission of the tender, the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions, the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed during the extended period.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Block Development Officer, Rengali stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Block Development Officer, Rengali may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof. For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the

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increase/decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

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

$$V1 = 0.85 \times P1 / 100 \times R \times (Li - Lo) / Lo.$$

V1 = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.

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

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

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

P1 = Percentage of labour component of the work, as indicated in the clause 94 (d).

101(c) REIMBURSEMENT/REFUND DUE TO VARIATION IN PRICES OF P.O.L.

Similarly, if during the progress of work the prices of Diesel Petrol, Oil and Lubricants increases or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petro, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly, as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the price of P.O.L., which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on POL on the value of works executed during the extended period.

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

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

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

Pf = Percentage of P.O.L. component of the work, as indicated in clause-94 (d) below

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

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

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

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

Sl. No.	Category of Works		% Component (Cost wise)		
			Labour (P1)	POL (P1)	Steel + Cement + bitumen + Other materials
1	R & B Works (% of Component)	Road Works	5	5	90
		Bridge Works	25	5	70
		Building Works	25	-	75
2	Irrigation Works	Structural Work	20	5	75

Signature of Contractor

Block Development Officer
Rengali

	(% of Component)				
		Earth, Canal & Embankment Work	25	10	65
3	PH work	Structural Work	25	5	70
		Pipeline Work	5	-	Pipe -70 % * Other materials -25%
		Sewer line	10	-	Pipe -70 % * Other materials -25%

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

101(e) APPLICATION OF ESCALATION CLAUSE:

- (i) The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of government and further, shall at the request of the Block Development Officer, Rengali furnish documents to be verified in such a manner as the Block Development Officer, Rengali may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L. give notice thereof to the Block Development Officer, Rengali stating that the same is given pursuant to this condition along with information relating thereto which he may be in a position to supply.
- (ii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

102. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
103. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.
104. Where it will be found necessary by the Department, the Block Development Officer, Rengali 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 Block 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 Block and shall not be removed from the site of work without written permission of the Block Development Officer, Rengali and to be submitted to the Block Development Officer, Rengali every month.
105. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
106. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
107. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the P1 Contract

Signature of Contractor

**Block Development Officer
Rengali**

108 Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha P.W.D. Code, Bridge code and MORT&H specifications with latest revision / amendment are also binding on the part of the contractor.

109 No part of the contract shall be sublet without written permission of the concerned Block Development Officer, Rengali or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.

110 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.

111 Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.

112 The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas, land, approach road to the bridge site etc. are the responsibility of the contractor.

113 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.

114 The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.

115 The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Block Development Officer, Rengali or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work are liable to be summarily rejected. The claim book is the property of the Block and shall be surrendered by the contractor to the Block Development Officer, Rengali after completion of the work or before recession of the contract by the Department whichever is earlier for record.

116 Number of tests as specified in I.R.C. / MORT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Block Development Officer, Rengali. 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 Block Development Officer, Rengali and on both the accounts the cost shall be borne by the contractor.

117 Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC / MORT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.

An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above. After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.

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

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

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

Signature of Contractor

Block Development Officer
Rengali

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

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

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

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

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

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

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

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Block Development Officer , Rengali or his nominees in the form attached.

Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, the decision of the Block Development Officer, Rengali shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS.

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

Signature of Contractor

Block Development Officer
Rengali

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

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows :-

- (a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.R. Department workshop at Rengali.
- (b) The rate of higher charges will be as mentioned in the schedule attached.
- (c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Block Development Officer ,Rengali.
- (d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the PR Department. & workshop / store at Rengali in the same good condition in which they were received by him .
- (e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- (f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- (g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Block Development Officer , Rengali. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Block Development Officer , Rengali from time to time.
- (h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- (i) Normally the tools and plants will be supplied with operating staff.
- (j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- (k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- (l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Block Development Officer , Rengali. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Block Development Officer , Rengali such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- (m) On the breach of any terms or conditions of this agreement by the hirer the Block Development Officer , Rengali shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing .In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants .

Signature of Contractor

Block Development Officer
Rengali

- (n) In case of any disputes between the hirer and the Government the decision of the Block Development Officer , Rengali shall be final.
- (o) This agreement shall be operated by the Block Development Officer ; Rengali on behalf of the Government and the term Block Development Officer , Rengali shall include all officers duly authorized by him to exercise powers on his behalf.

THE SCHEDULE

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

In witness where of the hirer and the Block Development Officer , Rengali has for and on behalf of the Governor of the State have set their respective hand, the day and the year here in above written.

Signed by :

1. _____ 2.

Signed sealed and delivered in the presence of

2.

119. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
120. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department
- Making a false statement or declaration.
 - Past record of poor performance.
 - Past record of abandoning the work half way/ recession of contract.
 - Past record of in-ordinate delay in completion of the work.
 - Past history of litigation.
121. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
122. 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.
123. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**
- Clause-2(a) of P1 Contract:-TIME CONTROL:-**
- 2.1. Progress of work and Re-scheduling programme.**
- The Block Development Officer , Rengali 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.
 - With in 15 days of issue of the letter of acceptance, the contractor shall submit to the Block Development Officer , Rengali for approval a Programme commensurate to **Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
 - To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract

Signature of Contractor

Block Development Officer
Rengali

has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.

- 2.1.4 If at any time it should appear to the Block Development Officer , Rengali that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Block Development Officer , Rengali, 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 Block Development Officer , Rengali 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 over due Programme has been submitted.
- 2.1.5 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6 The Block Development Officer , Rengali approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Block Development Officer , Rengali again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Block Development Officer , Rengali issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the 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 or sections of the work and may be amended as necessary by agreement between the Block Development Officer , Rengali and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Block Development Officer , Rengali to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Block Development Officer Rengali in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Block Development Officer , Rengali 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 Officer Rengali and this shall be binding on the contractor.
- 2.3. Compensation for Delay.**

Signature of Contractor

Block Development Officer
Rengali

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Block Development Officer , Rengali (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.

2.4. Management Meetings.

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

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

Clause-2 (b) of Percentage Rate P1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Odisha):-To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Block Development Officer , Rengali shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penal

124 A contractor may be Blacklisted as per Amendment made to Appendix XXXIV to OPWD Code Vol-II on rules for black listing of Contractors vide Letter No – 03365 dt- 01-03-07 of Works Department , Odisha .

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

125. Labour Cess

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

126 **ELIGIBILITY CRITERIA :** To be eligible for qualification, applicants shall furnish the followings.

- a. Required E.M.D as per the column No. 1 .
- b. Copy of Original Registration Certificate, Valid GSTN clearance certificate, Aadhaar Card , PAN card, Original Affidavit for the particular work of the Tender Notice along with the tender documents submitted to the Block Development Officer , Rengali during opening of the Bid for verification purpose, as per Clause No.1.
- c. Preferences will be given to contractors having experience in executing similar nature of work

Signature of Contractor

Block Development Officer
Rengali

- d. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in schedule "E" and affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "F".
 - e. Submission of Original Bid Security and tender paper cost as prescribed in the relevant clause of DTCN i.e. before the stipulated date & time for opening the bid.
 - f. Those Engineer Contractor are desire of availing benefit as allowed to SC/ST Contractor are necessary to record the category to which they belong in the Registration Certificate (R.C.), otherwise their tender paper treated as normal tender.
- Total:- 126 (One hundred twenty six) Clauses only.

Submitted by

Asst. Executive Engineer
Rengali

Approved By

Block Development Officer
Rengali

GENERAL CONDITIONS

1. Drawings & Specifications

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

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

2. Contractor's Responsibility.

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

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manufacture, fabrication, on the site or at such other places. The expenditure incurred for all such tests shall be borne by the contractor.

- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

g) **Alteration / Addition & Omissions**

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

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the levels, lines, position and dimensions of any part of the works, and
- d) Execute additional works of any kind necessary for the completion of the work. No such variation shall in any way ratify or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the Engineer-in-charge.
- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but he adjusted by adding to or deduction from the contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. **Valuation of variations**

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

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

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

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- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning,
- k) Testing of materials and works as per specification and direction.

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

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

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (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 joinery works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

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

ITEM OF WORK

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

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- ii. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
 - iii. The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
 - iv. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
 - v. The bidder should check the system generated confirmation statement on the status of the submission.
 - vi. The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
 - vii. The Tender inviting Officer is not responsible for any failure, malfunction, or breakdown of the electronic system used during the e-procurement process.
 - viii. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is not necessary for the part of the Bidder to upload the drawings and other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
 - ix. 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.
 - x. The bidder will not be able to submit his bid after expiry of the date and time of submission of Bid(server time). The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.
- f. **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates, uploaded by him, owning responsibility for their correctness /

the due date and time.

17. RESUBMISSION AND WITHDRAWAL OF BIDS :

- a. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- b. Resubmission of bid shall require uploading of all documents including price bid afresh.
- c. If the bidder fails to submit his modified bid(s) within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- d. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- e. The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer-Publisher(Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

18. OPENING OF THE BID:

- a. Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- b. All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
- c. The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- d. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.
- e. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- f. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN/ITB valid for the period stated in the Bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The Procurement Officer-Opener shall continue opening of other documents if he is satisfied about the appropriateness of the cost of Bid and the Bid security.
- g. Combined bid security for more than one work is not acceptable.
- h. The electronically submitted bids may be permitted to be opened by the predefined Bid

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opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.

19. EVALUATION OF BIDS:

- a. All the opened bids shall be down loaded and printed for taking up evaluation. The Procurement Officer-Openers shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the portal for the tender have been down loaded.
- b. The Procurement Officer-Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the bid security by the issuing institutions.
- c. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify on the documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non-submission of legible documents may render the bid non-responsive.
- d. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- e. Technical evaluation of all bids shall be carried out as per information furnished by Bidders. But evaluation of bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN/ITB shall be taken against the bidder/contractor.
- f. The procurement Officer- Evaluators will evaluate bids and finalize list of responsive bidders.
- g. The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer- Openers shall log on to the system in sequence and open the financial bids.
 - i. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
 - ii. At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
 - iii. The responsive bidders' name, bid prices, item wise rates, total amount of each

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- item in case of Item rate tender and percentage above or less in case of percentage rate tenders will be announced .
- iv. Procurement Officer-Openers shall sign on each page of the downloaded BOQ and the Comparative Statement and furnish a certificate to that respect
- v. Bidder can witness principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where.

20. NEGOTIATION OF BIDS:

- a. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

21. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- a. The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of the 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.
- b. The Contractor after furnishing the required acceptable performance security & additional performance security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall up load the summary and declare the process as complete.

Memo No. 10 28 EIC - cum- Secretary to Government
W, Dated. 24-1-09
Copy forwarded to P.S. to Hon'ble Minister, Finance, Orissa/ P.S. to Hon'ble Minister,
Works, Housing, Orissa for information and necessary action.

Memo No. 10 29 FA- cum- Addl. Secy. to Govt.
W, Dated. 24-1-09

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Copy forwarded to OSD to Chief Secretary, Orissa/ P.S. to Development Commissioner-cum-Additional Chief Secretary, Orissa/ P.S. to Principal Secretary to Chief Minlstr, Orissa for information and necessary action.

Memo No. **1030** FA- cum-Addl. Secy. to Govt.
W, Dated. **24-1-09**
Copy forwarded to Finance Department/ Department of Water Resources/ Housing & Urban Development Department/ Rural Development Department/ Panchayati Raj Department/ Department of Information Technology/ Law Department/ all other Departments/ Managing Director, OB & CC Ltd./ Managing Director, O CC Ltd for information and necessary action.

Memo No. **1031** FA- cum-Addl. Secy. to Govt.
W, Dated. **24-1-09**
Copy with soft copy forwarded to the Head, State Portal Group, IT Centre, Ground Floor, North Annexe of Secretariat for information and necessary action.
He is requested to display this office memorandum in the web-site of State Government.

Memo No. **1032** FA- cum-Addl. Secy. to Govt.
W, Dated. **24-1-09**
Copy forwarded to the Chief Procurement Officer, State Procurement Cell, Nirmana Soudha, Bhubaneswar/ Team Leader, E-procurement Mission, Nirmana Soudha Bhubaneswar for information and necessary action.

Memo No. **1033** FA- cum-Addl. Secy. to Govt.
W, Dated. **24-1-09**
Copy forwarded to EIC (Civil), Orissa /EIC, Water resources, Orissa/ FA-cum-Addl. Secy. to Govt., R.D. Deptt/ Chief Engineer, DPI & Roads, Orissa/ Chief Engineer, Buildings, Orissa/ Chief Engineer, N. Hs., Orissa/ Chief Engineer, R.D. & Q.P., Orissa/ Chief Engineer, World Bank Project, Orissa/ Chief Architect, Orissa/ Chief Engineer, Water Resources, Orissa/ Chief Engineer, R.W.-I, Orissa/ Chief Engineer, R.W.-II, Orissa/ Chief Engineer, P.H.(Urban), Orissa/ Chief Engineer, Electricity Orissa/ FA-cum-Joint Secy. to Govt., Water Resources

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Deptt./ FA-cum-Joint Secy. to Govt., H.&U.D. Deptt./ FA-cum-Joint Secy. to Govt., Energy
Deptt./ Special Officer-cum-Joint Secy. to Govt., Fin. Deptt for information and necessary action.

Memo No. 1034 FA- cum-Addl. Secy. to Govt. 24-1-09
Copy forwarded to the Accountant General (A&E), Orissa, Bhubaneswar/ Senior D.A.G.
(Works Audit & Projects), Orissa, Puri for information and necessary action.

Memo No. 1035 FA- cum-Addl. Secy. to Govt. 24-1-09
Copy forwarded to the Director, Printing, Stationary & Publication, Orissa, Cutack for
information and necessary action.

He is requested to publish this amendment in the next issue of Orissa Gazette.

Memo No. 1036 FA- cum-Addl. Secy. to Govt. 24-1-09
Copy forwarded to all Officers/ Superintending Engineers/ Executive Engineers/
Sections/ P.S. to EIC-cum-Secretary to Govt., Works Department/ 20 (twenty) spare copies to
Guard file for information and necessary action.

FA- cum-Addl. Secy. to Govt.

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GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No. FA-Code - 10012 - 10012 AV, Dated 14.12.11

Office memorandum

Bhubaneswar the,

Sub: - Guidelines for Unblocking of Portal Registration.

After introduction of e-Procurement in Govt. of Odisha, necessary guidelines/procedure has been issued in Works Department Office Memorandum No. 1027 dt. 24.01.2009 which consists of the procedural requirement of e-Procurement and shall be made part of the Detailed Tender Call Notice (DTCN) or instruction to Bidder for all works/tenders hosted in the portal. Para-14(f) (vi) of the O.M. provides the procedure/guidelines for debarring the bidder from participating in the on-line bidding system, blocking of portal registration and cancellation of registration certificate for non-submission of bid security within the designated period.

Field functionaries face difficulties to unblock the portal registration of the bidder on receipt of proposal from the competent authority since there is no such guidelines. After careful consideration, Government have been pleased to approve the procedure for unblocking of Portal Registration as follows

1. Unblocking of Portal Registration:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members

EIC (Civil)-cum CPC	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member
Sr. Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

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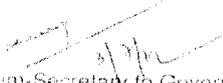
2. The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.
3. The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Chalan showing deposit of Rs 10,000/- (Rupees ten thousand) only (nonrefundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.
4. On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
5. After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned OIT to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking / unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the

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concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule

This has been concurred in by the Finance Department vide their U. O. R. No. 39 -WF-I dt. 09.02.2012 and Law Department vide their U. O. R. No. 846/L dt. 26.04.2012.


EIC-cum-Secretary to Government

Memo No. 6674 W., Dated, the 4.7.12

Copy forwarded to P.S. to Hon'ble Chief Minister, Odisha for information and necessary action.


FA-cum-Addl. Secretary to Government

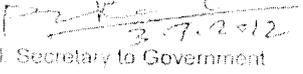
Memo No. 6674 W., Dated, the 4.7.12

Copy forwarded to OSD to Chief Secretary, Odisha / P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / P.S. to Principal Secretary to Chief Minister, Odisha for information and necessary action


FA-cum-Addl. Secretary to Government

Memo No. 6675 W., Dated, the 4.7.12

Copy forwarded to Finance Department / Department of Water Resources / Housing & Urban Development Department / Rural Development Department / Panchayati Raj Department / All other Departments / Managing Director, OB & CC Ltd. / Managing Director, OCC Ltd. for information and necessary action.


FA-cum-Addl. Secretary to Government

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Memo No. *6578* W., Dated, the *6-7-12*

Copy forwarded to the TIC (Civil), Odisha/ EIC, Water Resources, Odisha/ EIC-cum-Principal Chief Electrical Inspector, Odisha/ FA-cum-Addl. Secretary to Govt. RD Deptt / FA-cum-Addl. Secretary to Govt. W.R. Deptt / FA-cum-Addl. Secretary to Govt. HS&UD Deptt / FA-cum-Addl. Secy to Govt. Energy Deptt / Joint Secy to Govt. Finance Deptt / Chief Engineer, DPI & Roads, Odisha/ Chief Engineer, Buildings, Odisha/ Chief Engineer, National Highways, Odisha/ Chief Engineer, R.D. & O.P., Odisha/ Chief Engineer, World Bank Project, Odisha/ Chief Architect, Odisha/ Chief Engineer, Water Resources, Odisha/ Chief Engineer, R.W.I, Odisha/ Chief Engineer, R.W-II, Odisha/ Chief Engineer, P.H. (Urban), Odisha/ Chief Manager (Tech.), State Procurement Cell, Odisha for information and wide circulation among subordinate offices.

P. K. S. S.
3.7.2012
FA-cum-Addl. Secretary to Government

Memo No. *6579* W., Dated, the *6-7-12*

Copy forwarded to the Accountant General (A&E), Odisha, Bhubaneswar Senior D.A.G. (Works Audit & Projects), Odisha, Puri for information and necessary action.

P. K. S. S.
3.7.2012
FA-cum-Addl. Secretary to Government

Memo No. *6578* W., Dated, the *6-7-12*

Copy along with softcopy forwarded to the Head, State Portal Group, IT Centre, Ground Floor, North Annex of State Secretariat for information and necessary action.

He is requested to display in the web-site of State Government.

P. K. S. S.
3.7.2012
FA-cum-Addl. Secretary to Government

Memo No. *6579* W., Dated, the *6-7-12*

Copy along with softcopy forwarded to the Director, Printing, Stationery & Publication, Odisha, Cuttack for information and necessary action.

He is requested to publish in the next issue of Odisha Gazette.

P. K. S. S.
3.7.2012
FA-cum-Addl. Secretary to Government

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Amendment To OPWD Code

-3-

Annexure-I

1) Amendment to Para-3.15 (a) (v) of OPWD Code, Vol-I, by substitution

Note- (vii) - For the purpose of estimate, the approved quarry load is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

Annexure-II

2) Amendment to Para-3.5.14 Note of OPWD Code, Vol-I by inclusion

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

Annexure-III

✓ 3) Amendment to Appendix- IX, Clause-35 of OPWD Code, Vol-II by inclusion

✓ Clause No- 35- 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 based on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system where all bidders/their authorised representatives, the concerned Executive Engineer and DAC will remain present.

Jubilee

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Annexure-IV

4) (A) Amendment to Para-3.5.5 (V) Note-II of OPWD Code, Vol-I by substitution

Note-II- When the bid amount is up to 10% less than the estimated cost, no additional performance security is required to be deposited. When the bid amount is less than the estimated cost by more than 10% and within 15%, in such an event, the successful bidder will deposit the additional performance security to the extent of 1.5 times of the differential cost of the bid amount and 50% of the estimated cost.

(B) Amendment to Para-3.5.5 (VI) Note-III of OPWD Code, Vol-I by inclusion -

Note-III- For availing incentive clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through fax or e-mail so that the report is received within 7 days of such completion by the concerned S.E. & the Administrative Department. The incentive for timely completion should be on a graduated scale of one percent to 10 percent of the contract value. Assessment of incentives may be worked out for early completion of work in all respect in the following scale:

- Before 50% of contract period = 10% of Contract Value
- Before 20 to 30% of contract period = 7.5% of Contract Value
- Before 10 to 20% of contract period = 5% of Contract Value
- Before 5 to 10% of contract period = 2.5% of Contract Value
- Before 0% of contract period = 1% of Contract Value

Annexure-V

5) Amendment to Para-3.2.3 Note-I of OPWD Code, Vol-I by inclusion

Note-I- In case of tender accepted after validity of rate, the tender amount excluding contingencies shall be treated as sanctioned amount and agreement will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Code.

[Handwritten signature]

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Annexure-VI

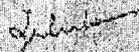
6) Amendment to Appendix-XXX (Bill) Clause-21 of OPWD Code Vol-II & to the Clause-6 of F2 contract

Bills- Clause -21- For works above value Rs 5.00 lakh in civil works and work value above Rs 1.00 lakh in electrical/PH works the J.E.s & A.E.s will be required to submit bill for each on going work on 20th or next working day of every month to the concerned E.E. The E.E. on receipt of the bill will take steps for payment of the same by 30th or the next working day during the month. The E.E. in charge of the Division will furnish a certificate to the chief engineer with copy to the concerned SE that the bills for all on going works have been paid failing action will be initiated against the erring officer."

Annexure-VII

7) Amendment to Para-3.5.13 Note-VIII of OPWD Code, Vol-II

Note-VIII- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone 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 milestone liquidated damages will be imposed.



Signature of Contractor

Block Development Officer
Rengali

SCHEDULE-A

CERTIFICATE OF NO RELATIONSHIP

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

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:-

Signature of Contractor

**Block Development Officer
Rengali**

SCHEDULE-D1

WORKING EXPERIENCE
D-1. LIST OF PROJECTS EXECUTED

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

Contractor

Date-

Block Development Officer

Rengali

Signature of Contractor
Block Development Officer
Rengali

SCHEDULE-D2**WORKING EXPERIENCE
D-2. LIST OF PROJECTS IN PROGRESS**

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

Contractor
Date-

Block Development Officer
Rengali

Signature of Contractor

Block Development Officer
Rengali

SCHEDULE-D1**WORKING EXPERIENCE
D-1. LIST OF PROJECTS EXECUTED**

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

Contractor

Date-

Block Development Officer

Rengali

Signature of Contractor
**Block Development Officer
Rengali**

SCHEDULE-D2

WORKING EXPERIENCE
D-2. LIST OF PROJECTS IN PROGRESS

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

Contractor

Date-

Block Development Officer

Rengali

 Signature of Contractor

 Block Development Officer
 Rengali

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

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

Note:

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

Signature of the Contractor.

Signature of Contractor

Block Development Officer
Rengali

SCHEDULE –“F”

AFFIDAVIT

1. The undersigned, do hereby certify that all the statements made in the required attachments for the Tender worksubmitted to the Block Development Officer ,Rengali 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 Authorized Officer of the firm / Bidder)
Date :**

Block Development Officer
Rengali

SCHEDULE – I

Signature of Contractor

**Block Development Officer
Rengali**

SAMPLE FORMATS

UNDER TAKING

This is to certify that

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

Signature of the Tenderer.
Date:-

Note: i. Strike out whichever is not applicable

ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

Yours Sincerely

Signature of the Tenderer.
Date:

APPROVED FOR 49(Forty Nine) pages only

**Block Development Officer,
Rengali**

Signature of Contractor

**Block Development Officer
Rengali**