

BID IDENTIFICATION NO. - 01/2018-19 BDO/BPS

GOVT. OF ODISHA
PANCHAYATI RAJ & DRINKING WATER SUPPLY DEPTT.



BID DOCUMENTS / DETAILED TENDER CALL NOTICE FOR THE WORK

Construction of Changing room (2nos.) and Gallery (Protection wall) at Kandalia Stadium of Bhuasuni GP under Bangriposi Block.

ESTIMATED COST: - Rs. 17,85,751/- (APPROX.)

OFFICE OF THE BLOCK DEVELOPMENT OFFICER, BANGRIPOSI

OFFICE OF THE PANCHAYAT SAMITI, BANGRIPOSI, MAYURBHANJ
INVITATION FOR BIDS (IFB)
Bid Identification No. 01/2018-19 BDO/BPS

1. The Block Development Officer, Bangriposi on behalf of Governor of Odisha invites **percentage rate** bids in Single Cover System respectfully for the construction of work detailed in the table below from the **Class** of contractors as mentioned in **column-7** against each work registered with the State Governments and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of Civil works. The proof of registration from the appropriate authority shall be enclosed along with the bid.

Sl No	Name of the work	Value of the work (RS)	Concerned T.I.A.	EMD Amount (Rs.)	Cost of Bid Documents (Rs.)	Class of Bidder	Period of completion
1	2	3	4	5	6	7	8
1	Construction of Changing room (2nos.) & Gallery (Protection wall) at Kandalia Stadium of Bhuasuni GP.	17,85,751/-	Block Development Officer, Bangriposi.	17,858/-	6000/-	"C" & "D"	6 (Six) Calendar Months

2. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and condition of contract and other necessary documents can be seen in the website: <http://www.mayurbhanj.nic.in>.
3. Bids must be accompanied by Earnest Money deposit/Bid Security in shape of Bank Draft from any Nationalized Bank, payable at Bangriposi only, of the amount specified for the work in the table col.5 above, pledged in favour of Block **Development Officer, Bangriposi** as specified for the work at Col.-04 above and will have to be in any one of the forms as specified in the bidding documents.
4. The Bid documents will be available in the website: <http://www.mayurbhanj.nic.in> from **10.00 AM** of dt. **17.09.2018** to **5.00 PM** of dt. **28.09.2018** for offline bidding.
5. Bids shall be received only "Through Registered / Speed post" on or before **5.00 PM** of dt. **28.09.2018**
6. Bids received shall be opened at **11.00 AM** on dt. **29.09.2018** in the office of the **Block Development Officer, Bangriposi** in the presence of the bidders/authorized representatives, who wish to attend. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
7. The Bid security will be paid through Bank Draft from any Nationalized Bank, payable at Bangriposi only. No other form of bid security will be accepted.
8. Other details can be seen in the bidding documents.
9. The authority reserves the right to cancel any or all bids without assigning any reason there off.
10. The Contractor shall Sign in full in all pages of DTCN.

**Block Development Officer,
Bangriposi**

OFFICE OF THE PANCHAYAT SAMITI : BANGRIPOSI
Bid Identification No.- 1/2018-19 BDO/BPS

1. Number of works - 1 (ONE) number of work
2. Approximate estimated cost :- Rs. 17,85,751.00 Lakh
3. Period of Completion :- 6(Six)Calendar months
4. Date & Time of availability of bid documents in the portal :- Dt. 17.09.2018 to 28.09.2018
5. Last Date / Time of receipt of bid in the portal :- Dt. 28.09.2018 up to 5.00 PM
6. Date of Opening of bid :- Dt. 29.09.2018 at 11.00 AM
7. Name & address of the Office inviting bid :- Block Development Officer, Bangriposi.

Further details can be seen from the e-procurement portal <http://www.mayurbhanj.nic.in>

**Block Development Officer,
Bangriposi**

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No.	Particulars	Reference to Clause no.	Whether Furnished		Reference to page no.
1	Cost of tender paper Rs. 6000.00	D.T.C.N Clause No.04			
2	E.M.D for Rs. 17858/ - (scanned copy of financial instrument shall be furnished)	D.T.C.N Clause No.06			
3	Copy of valid Registration Certificate	D.T.C.N Clause No.05 & 07			
4	Copy of PAN Card	D.T.C.N Clause No.05 & 07			
5	No Relation Certificate in Schedule-A	D.T.C.N Clause No.12			
6	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.11			
7	Affidavit (Schedule-F)	D.T.C.N Clause No.11			
8	Tools & Plants and machineries as per the requirement	Deleted			
9	(Schedule-B)	As applicable			
10	(Schedule-C)	Not applicable			
11	Work experience(Schedule-D)	As applicable			

CONTRACT DATA

A. GENERAL INFORMATION

Sl. No.	Item	Details
1	Bid Identification No.	01/2018-19-BDO/ BPS
2	Name of the Work	Construction of Changing Room (2nos.) & Gallery (Protection wall) at Kandalia Stadium under Bhuasuni GP.
3	Officer Inviting Tender	BDO, Bangriposi
4	BDO, Bangriposi with head quarters authorized of this work.	BDO, Bangriposi
5	Estimated Cost	Rs. 17,85,751/-

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion		
7	Last Date & time of submission of Bid		5.00 PM
			Date. 28.09.2018
8	Cost of Bid Document (Clause No-4 of DTCN)		
	I	Bank draft amount from nationalized Bank	
	II	in favour of	BDO, Bangriposi
	III	payable at	Bangriposi
9	Bid Security (Clause No-6 of DTCN)		
	I	Amount	Rs 17,858/-
	II	in favour of	BDO, Bangriposi
	III	payable at	Bangriposi
	IV	Type of instrument	As specified in the bid document
10	Bid Validity period		90 days
11	Minimum period of contract / agreement / lease deed of equipment and machineries as per Clause No. 10 (v) of DTCN		Deleted
12	Currency of payment for Contract		Indian Rupees
13	Language of Contract		English

PROCEDURE TO PARTICIPATION IN
BIDDING

1. PARTICIPATING IN THE BID :

- a. Deleted
 - . Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list. Any bidder can view or down load the bid documents from the web site.
- c. Contractor exempted from payment of EMD will be able to participate in the tender directly by documentary evidences towards his eligibility for such exemption.
- d. Deleted
- e. Deleted
- 1.1. Deleted
- 1.2. Deleted
- 1.3. Deleted
- 1.4 Bids shall be submitted as per DTCN.
- 1.5 Each bidder shall submit only one bid for one project. A bid is said to be complete if accompanied by cost of bid document and appropriate EMD. The system shall consider only the bids submitted through the Indian Postal Service only.
- 1.6 Deleted
- 1.7 The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the concerned Assistant Engineer and will be open for inspection during working hours on all working days by the bidders. The bidder is required to down-load all the documents including the drawings for preparation of his bid. He is required to send documents related to his qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bids. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid document by the Officer Inviting the Bids will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8 Any addendum issued shall be part of the bidding documents and shall be notified in the website <http://www.mayurbhanj.nic.in/> notice board and through paper publication.
- 1.8.1 All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and send documents in postal method to the designated locations of Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and send the same to designated location
- 2. **BID SECURITY:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall deposit the original copy of the 'bid security' with the bid document mentioned in the DTCN The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security shall debar the bidder from participating in the bidding system.
- 2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the bid document shall be rejected as non- responsive. The bid security shall be retained till such time the

successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of Bank Draft shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the documents of the successful lowest bidder only on stipulated day of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

2.4 **Amendment to Para 3.5.14 Note - I of OPWD Code Vol. -I by inclusion**

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 publicized and intimated to all departments of Government and also to Govt. of India agencies working in the State.

2.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by sending documentary evidences towards his eligibility for such exemption

2.6 Deleted.

3. **FORMAT AND SIGNING OF BID:** The bidder can download the tender of his choice and send completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents.

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc.

3.2. Deleted.

3.2.1. Deleted

3.2.2. Deleted

3.2.3. The Bidder should ensure clarity of the document sent by him to the Office. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be **forfeited**.

3.2.4 **SIGNING OF BID**

The 'bidder' shall ink sign on all statements, documents, certificates sent by him, owning responsibility for their correctness/authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited & his registration shall be blocked and the bidder is liable to be blacklisted.

4. **SECURITY OF BID SUBMISSION:**

4.1. Deleted.

4.2. Deleted.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

5. The bidding will remain active till the last date and time of the bid submission. Once the date and time (date and time) is over, the bidder will not be able to submit the bid.

6. LATE BIDS :

6.1. Out rightly rejected.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

7.1. It is allowed to modify the bid any number of times before the final date and time of submission by officer as per procedure.

7.2. In this Tender with-drawl of bid after opening of bid is not allowed and his/her paper cost and EMD will be forfeited.

8. OPENING OF THE BID:

8.1 Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document in presence of bidder or authorized agents.

8.1.1. Deleted.

8.1.2. Deleted

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in Charge, the bids will be opened at the appointed time on the next working day.

8.3. Deleted.

8.4. Deleted

8.4.1. Combined bid security for more than one work is not acceptable.

8.5. Deleted

8.5.1. Deleted

8.5.2. Deleted

8.5.3. Deleted.

8.5.4. Deleted

8.5.5. Deleted

8.6. The Technical & financial evaluation of all the bids will be taken up as per the information furnished by the Bidders.

8.7. Deleted.

8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

8.7.2. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

8.7.3. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found

responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

- 8.7.4. The responsive bidders' name, the bid prices, the percentage rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers.
- 8.7.7. Deleted.

9. CLARIFICATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of percentage rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ...) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective bids.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. Deleted.

11. Blocking of Registration.

- 11.1 If the Registration Certificate of the contractor is cancelled / suspended by the registering authority/ blacklisted by the competent authority his registration shall be blocked automatically on receipt of information to that effect.
- 11.2 The registration blocked in the ground mentioned in the above Para-29.1 shall be published automatically in receipt of revocation order of cancellation/ Suspension/ blacklisting from the concerned authority.
- 11.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of registration within 10 days of intimation to the defaulting bidder regarding his Unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Head Office if any of the following provisions are violated.
 - 11.3.1 Fails to furnish original Technical/ Financial (Tender Paper Cost, A.P.S,EMD/Bid Security) instruments before the designated officer within the stipulated date and time.
 - 11.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.
 - 11.3.3 Fails to execute the agreement within the stipulated date.
 - 11.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus. Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of registration of bidder and simultaneously action shall be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix XXXIV OF OPWD Code Volume-II.

**DETAILED TENDER CALL NOTICE
FOR BUILDING WORKS**

1. Sealed percentage rate bids are invited OFFLINE in single cover system from the eligible 'C' & 'D' Class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for execution of Civil works on production of definite proof from the appropriate authority. But successful bidder other than State/ MES/ Railways/ CPWD in equivalent rank has to register under the State PWD before signing the agreement in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work "**Construction of Changing Room (2nos.) & Gallery (Protection wall) of Kandalia Stadium under Bhuasuni GP**" at an estimated cost of Rs. 17,85,751/- (Rupees Seventeen lakh Eighty-five Thousand Seven Hundred Fifty-one) only
2. The Bid documents are available in the official website of Government:
<http://www.mayurbhanj.nic.in> from **10.00 AM of 17.09.2018 to 5.00 PM of 28.09.2018**
3. The Bid documents will be opened by the assigned officer in the office of the Block Development Officer Bangriposi, Odisha at **11.00 AM on 29.09.2018** in the presence of the bidders or their authorized representatives who wish to attend.
4. The cost of Bid documents in shape of demand draft issued from any nationalized/ scheduled bank may be prepared in the name of the **Block Development Officer and payable at Bangriposi** for Rs. **6,000/-** towards cost of bid. The bid must be accompanied with demand draft towards cost of tender paper. The original copy of the Demand Draft shall be submitted to the officer inviting the bid after last date and time of submission of bid **before 5.00 PM of 28.09.2018**.
5. The bid is to be submitted in single cover containing EMD, Cost of bid document, scanned copy of registration certificate, PAN card, valid GST certificate, certificates duly self attested filled-in and documents required as per the relevant clauses of this DTCN and the price bid duly filled in and signed by the bidder.
6. The bid must be accompanied by original financial instruments towards bid security of the amount @ 1% (One percent) of the estimated cost put to tender of Rs. **17,85,751/-** rounded to nearest hundred rupees i.e. **Rs.17852/-** only along with tender in the form of Demand draft only from nationalized Bank duly pledged in favour of the **Block Development Office, Bangriposi** and payable at **Bangriposi** as per the terms and conditions laid down in OGFR and in no other form. Bidders desirous to hire machineries or equipments from out side the state or owned but deployed outside the state are required to furnish additional **1 % (one percent) EMD / Bid Security**. Tenders not accompanied with E.M.D. as specified above will not be considered .No adjustment of E.M.D. from one work to another will be entertained
7. The successful lowest bidder is required to produce documents viz original Registration, valid VAT clearance Certificate, PAN card after opening of Tender for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned.
- 7.1 **If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV/ Firm where such an agency / firm already happens to be or is going to be a partner/ member/ proprietor, he / they shall neither be allowed for participation in bidding for three years not his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.**

8. The work is to be completed in all respects within **06 (six)** calendar months from the date of issue of work order. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.
9. All tenders received will remain valid for a period of **90** days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
10.
 - (i) deleted
 - (ii) deleted
 - (iii) deleted
 - (iv) Deleted
 - (v) Deleted
11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish an **affidavit** at the time of submission of bid about the authentication of bid documents. 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.**
12. **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 any rank of Block office or higher offices or PR & DW deptt. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable 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**.
13.
 - (i) Each bidder is to submit along with bid a note regarding his experience on construction of similar works.
 - (ii) The prospective applicant in its name should furnish list of similar nature of work satisfactorily completed in **Schedule-D1** and list of works in progress in **Schedule-D2**.
14. If an individual makes the application, the individual should sign above his full type written name and current address.
15. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
16. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively 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.
17. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
18. 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.
19. No bidder will be permitted to furnish their bid in papers. All information should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.
20. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
21. **Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006) In case of Percentage Rate tender:-**

- (i) The contractor has to quote percentage excess or less over the estimated cost in the prescribed format appended to the tender document.
 - (ii) Deleted.
 - (iii) **Amendment to Appendix - IX, Clause - 36 of OPWD Code Vol. -II by inclusion.**
If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned BDO and AO will remain present.
 - (iv) The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure & words only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to **two decimal place** only in case of percentage rate tender. the quoted in words shall be considered if figure differs,/corrected/over writed /omitted.
 - (v) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - (vi) deleted
 - (vii) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (viii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill
22. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the bidders can not be entertained.
23. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the BDO as and when required.
24. Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged can not be entertained.
25. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, Foot Bridge, pylon base, winch stand and derrick stand etc. as required for the work.
26. 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.
27. **Additional performance Security:**
Amendment to Para 3.5.5 (v) Note - ii of OPWD Code Vol. -I by substitution

Additional performance security shall be deposited by the bidder before drawl of the agreement. **When the bid amount is less than the estimated cost in such an event, the bidder will deposit the**

- additional performance security of the Difference between bid amount and the estimated cost** in shape of D.D from any nationalise bank ,payable at Chitrada in favour of the **BDO, Bangriposi** and payable at **Bangriposi** which will be over and above the performance security. The additional performance security in any other form will not be accepted. If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.
28. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
29. 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.
30. i) Schedule of quantities are accompanied in (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
- ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is **mandatory before making any payment**.
31. The authority reserves the right to reject any or all the tenders received without assigning any reasons there of what so ever.
32. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
33. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the BDO prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the BDO 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").
- ii) **Amendment to Para 3.5.18 Note - viii of OPWD Code Vol.-I**
Before acceptance of tender, the successful bidder will be required to submit a work programme and mile stone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on the part of the agency to achieve the mile stone liquidated damage will be imposed.
- iii) The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit@1%of gt value) and additional performance security as per clause 27 of DTCN in form of Demand Draft from a Nationalised Bank duly pledged in favour of the **BDO, Bangriposi** and in no other form..
- iv) The agreement will incorporate all correspondence between the officer inviting the bid and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the BDO. Following documents shall form part of the agreement.
- a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.
- b) Standard P.W.D. Form P-1 with latest amendments.

- v) 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 deposit and additional performance security deposit are received by the BDO. 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.
- vi) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.
34. 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.
35. 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.
36. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
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 BDO 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 BDO 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. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, labour cess, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
- b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour 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.
39. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
40. No payment will be made for bench marks, level pillars profiles and benching and levelling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
41. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the BDO and

rate settled before the extra items of work or extra quantity of any items of work is taken up.

42. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
43. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of the BDO
44. Bidders are required to go through each clause of P.W.D. Form P-1 carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form P-1 with latest amendments shall supersede the condition of D.T.C.N.
45. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for pre-stressed concrete bridges specifically for road and bridges issued by MoRT&H, Govt. of India. MoRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
46. Steel shuttering & centring shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
47. The Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
48. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
49. GOOD QUALITY Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
50. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
51. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what - so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
52. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
53. Deleted.
54. Deleted.
55. Deleted.
56. Deleted.
57. Deleted.
58. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
59. 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
60. 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 BDO and bear the entire cost of the test.
61. No extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth

work from cutting shall be economically utilized in filling.

62. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as 1.5m × 1.5M × 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.
63. Deleted.
64. Deleted
65. Sinking of wells shall be measured as per MoSRT&H Specifications for Road & Bridge works (Latest Revision).
66. All method of sinking including pneumatic sinking by employment of divers and other equipment shall be included in the rate. Removal of trees, logs of trees or isolated boulders and de-silting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate.
67. 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.
68. 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.
69. 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.
70. For concreting the bottom plugs of well under the method of providing concrete should be either with termite or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the Department.
71. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
72. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
73. 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.
74. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
75. 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.
76.
 - a) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as will be directed by the Engineer-in-charge.
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Quality Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual quality of concrete.

- d) Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or Quality Control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor.
 - e) The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
77. The thickness of cement concrete in top plugging should be as per Departmental drawing.
78. 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.
79. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
80. 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 MoSRT&H Specification for Roads & Bridge works (Latest Revision).
81. No claim for carriage of water what-so-ever will be entertained.
82. 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 Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
83. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained in a separate sheet vide Schedule-B.
84. 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.
85. Odisha 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 Bridge and Construction Corporation will also 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.

86. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in - Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.

Amendment to Para 3.4.16 (a) (v ii) of OPWD Code Vol. -I by substitution.

For the purpose of estimate, the approved quarry lead is to be provided judiciously. BDO 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.

87. 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.
88. Prevailing rate of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is Fifty thousand and above & 1% of the gross amount of the bill will be deducted from the contractors bill towards Cess as per the Building & Other construction Workers (RE & CS) Act.1996 & Building & Other Construction Worker Welfare Cess Act.1996.
89. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned BDO with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
90. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
91. 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 AFTER AGREEMENT.
92. 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 BDO.
93. 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.
94. Any defects, shrinkage or other faults which may be noticed within **12 (twelve)** months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in- Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12 (twelve)** calendar months from the date of successful completion of the work.
95. 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.

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

As per Works Deptt's letter No. 12606/W dt. 24.12.2012

96. 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:

- i) If during the progress of the work the price of any material (excluding the cost of steel, cement, bitumen & P.O.L.) incorporated in the work (not being materials supplied from the Engineer-in-Charge's store) in accordance with Clause thereof increases or decreases as result of increase or decrease in the Average Wholesale price Index (all commodities), and the contractor thereupon necessarily and properly pays in respect of that material incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be, such an amount as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

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

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

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

$$V_m = 0.85 \times P_m / 100 \times R \times (M_1 - M_0) / M_0$$

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

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

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

M_1 = The all India wholesale price index (all commodities) for the quarter under consideration as published by Economic Adviser, Govt. of India Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

P_m = Percentage of materials component (other than cement, steel, bitumen, pipes and POL) of the work, as

indicated in clause 31(a) below.

96(a) (ii) :REIMBURSEMENT/RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUE DBY DEPARTEMNT) AFTER SUBMISSION OF TENDER :

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

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

- 1) Contractors have to submit the vouchers showing procurement of different materials from authorized dealers for the said work.
- 2) Differential cost will be allowed only for the work 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**

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

$VC =$ 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.

$C_0 =$ All India wholesale price index (as published by Economic Adviser, Govt. of India, Ministry of Industry and Commerce, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) **Adjustment towards differential cost of Steel**

$V_s = (S_i - S_0) \times \text{Actual quantity of steel utilized in the work during the quarter under consideration.}$

$V_s =$ 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.

$S_0 =$ Base price of Steel prevailing as on the last date of submission of tender including extension, if any.

c) **Adjustment towards differential cost of Bitumen.**

$V_b = (B_i - B_0) \times \text{Actual quantity of bitumen utilized in the work during the quarter under consideration.}$

$V_b =$ 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.

$B_0 =$ Base price of bitumen as prevailing on the last stipulated date of receipt of tender including extension, if any.

d) **Adjustment towards differential cost of Pipes.**

$V = 0.85 \times P_p / 100 \times R \times (P_i - P_0) / P_0$

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

Quarter under consideration.

- P_p = Percentage of pipe component of the work as indicated in the clause-31(d).
- R = Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any, at prevailing schedule of rates or derived rate.
- P_i = All India Whole sale price index for the period under consideration as published by Economic Advisor, Govt. Of India, Ministry of Industry and Commerce, New Delhi, for the type of pipe under consideration.
- P_0 = All India Wholesale price index (as published by Economic Advisor, Govt. of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of tender including extension, if any for the type of pipe under consideration.

THIS CLAUSE IS NOT APPLICABLE FOR THIS TENDER.

96.(b) **REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY**

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

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof For this purpose, the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labourer, fixed by the Government of Odisha under Minimum wages act.

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

- V_i = $0.85 \times P_i / 100 \times R \times (L_i - L_0) / L_0$
- V_i = increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.
- R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.
- L_0 = 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.
- L_i = The minimum wages for labour as notified by the State Government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)
- PI = Percentage of labour component of the work, as indicated in the clause 31 (d).

ABOVE CLAUSE IS NOT APPLICABLE

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

Similarly, if during the progress of work, the prices of Diesel, Petrol, Oil and Lubricants increases or

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

Formula to calculate the increase or decrease in the price of

$$\text{P.O.L. } V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

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

P_f = Percentage of P.O.L. component of the work, as indicated in the clause 31 (d) below.

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

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

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

THIS CLAUSE IS NOT APPLICABLE

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

Percentage Table

Sl. No.	Category of works			% Component (cost wise)		
				Labour (Pi)	POL (Pf)	Steel + Cement + Bitumen + Other Materials *
1	R&B works (% of component)	Road works	5	5	90	
		Bridge works	25	5	70	
		Building works	25	-	75	
2	Irrigation works (% of component)	Structural work	20	5	75	
		Earth, Canal & Embankment work	25	10	65	
3	P.H. Work	Structural work	25	5	70 Pipe - 70%	
		Pipeline works	5	-	*Other material - 25%	
		Sewer Line	10	-	Pipe - 70% *Other material - 20%	

ABOVE CLAUSE IS NOT APPLICABLE

*** 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.**

96.(e) APPLICATION OF ESCALATION CLAUSE :

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

ABOVE CLAUSE IS NOT APPLICABLE FOR ABOVE

97. 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 signalling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
98. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.
99. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in-charge every month.
100. The bidder 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 rate quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
101. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
102. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 11 of the P-1 Contract.
103. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.

104. No part of the contract shall be subletted.
105. 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.
106. 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.
107. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
108. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
109. 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.
110. The contractor shall make requisition of non-claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summarily rejected. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
111. Number of tests as specified in I.R.C./MoSRT&H / I.S.I specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
112.
 - i) Besides, the firm / contractor shall install full fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
 - ii) 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.
 - iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency /indicating locations like school, hospital, No-horn etc.
113. Condition for issue of plant & machinery to contractor on hire: - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Superintending Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund

of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the dispatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor.

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

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

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

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

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

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

If the articles are not returned within the date originally specified or extended by the Engineer-in-charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the no return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the superintending Engineer shall be final in case of dispute.

ABOVES CLAUSE ARE NOT APPLICABLE

FORM OF AGREEMENT - The contractor shall, before taking the possession of the machinery, enter in to an agreement with the BDO 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 Engineer-in- charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

ABOVES CLAUSE ARE NOT APPLICABLE HERE.

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.

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

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

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

the hirer to the satisfaction of the said BDO the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.

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

THE SCHEDULE

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

In witness where of the hirer and the BDO has for and on behalf of the Governor of the State has set their respective hand, the day and the year here in above written. Signed by:

- 1. _____
- 2. _____

Signed sealed and delivered in the presence of

- 1. _____
- 2. _____

ABOVES ARE NOT APPLICABLE HERE.

- 114. 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.
- 115. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department.
 - (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
- 116. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
- 117. 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.
- 118. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**
Clause-2 (a) of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-
 - 2.1. Progress of work and Re-scheduling programme.

- 2.1.1. BDO shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. With in 15 days of issue of the letter of acceptance, the contractor shall submit to the BDO 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.
- 2.1.3. 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, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the BDO that the actual progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the BDO, 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 BDO 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 BDO's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the BDO again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

- vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the BDO 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 BDO and this shall be binding on the contractor.

2.2.6. Bonus for early completion

**Amendment to Para 3.5.5 (v) Note - iii of OPWD Code Vol.-I
by inclusion**

In case, the contractor completes the work with work value more than Rs.3.00 crore, in this case 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 Superintending Engineer, Chief Engineer & 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 earlier completion of work in all respect in the following scale.

- 3/4 Before 30% of the contract period = 10% of contract value.
- 3/4 Before 20% to 30% of the contract period = 7.5% of contract value.
- 3/4 Before 10% to 20% of the contract period = 5 % of contract value.
- 3/4 Before 5% to 10% of the contract period = 2.5% of contract value.
- 3/4 Before 5% of the contract period = 1% of contract value.

The amount of bonus, if payable shall be paid along with final bill after completion of work.

ABOVE CLAUSE IS NOT APPLICABLE HERE.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 of P-1 contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 of P-1 contract or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month for delay of work, delay to be completed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the BDO which formed a part of agreement) 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 meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-

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

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

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

120. **ELIGIBILITY CRITERIA:** - To be eligible for qualification, applicants shall furnish the followings Original L copy of required **E.M.D** as per the clause No. **06**.

- a. Original copy of demand draft towards cost of tender paper as per clause No. **04**.
- b. *Original copies of the EMD, self attested valid Registration copy certificate and PAN card and other documents as per DTCN* which are mandatory shall be enclose along with the bid
- c. 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 in schedule "F" as per clause **11**
- d. License criteria as per **Clause No.01 of DTCN**

Total: - 120 (One hundred twenty) clauses only.

Here in after BDO may be read in place of Engineer-in-Charge for all purposes.

APPROVED BY

**Block Development Officer,
Bangriposi**

BDO, Bangriposi

CONTRACTOR(Full Signature

CERTIFICATE OF NO RELATIONSHIP

I / We hereby certify that I / We am / are not related to any officer of PR &DW of any rank, 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.

Signature of the tenderer

Date-

SCHEDULE-B

**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED
GRADUATE ENGINEER / DIPLOMA HOLDERS**
(For special class / A Class contractor only)

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

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

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

Signature of the Tenderer

Date-

ANNEXURE - I OF SCHEDULE-C

LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTACT WORK (MINIMUM REQUIREMENT)

Sl. No	List of plants and equipments	Requirement	Owned/ Leased	Marks
(i)	Truck / Tipper	1 No		
(ii)	Water Tanker	1 No		
(iii)	Concrete Mixture	1 No		
(iv)	Vibrator with needle	1 No		
(v)	Shuttering plate	50 sqm		
	Total:			

NOTE :

- Capacity of each plant and equipment should be as per specification of MoRTHs for Road & Bridge.
- The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
- The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
- The above list is not exhaustive. All other machinery/equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
- For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

Signature of the Tenderer

Date-

CAPACITY OF PLANTS AND EQUIPMENT

1.
 - a) Tractor
The tractor should have a minimum capacity of 22 to 50 H.P.
 - b) Water Tanker
The water tanker should be a truck mounted one or as a unit having minimum capacity of 5000 liters.
 - c) Smooth wheeled Roller
Weight from 8 tonnes to 10 tonnes
Water Ballasted : 9 tonnes approx
Sand Ballasted : 10 tonnes Approx.
2.
 - a) Compressor
Having capacity of 450 CFM
 - b) Water Pump
Having capacity of 5H.P. to 27 H.P.
 - c) Jack Hammer
Having capacity of 2 tonnes.
 - d) Winch with grab
Winch having capacity of 5 tonne and grab having 1 capacity.
3.
 - a) Concrete Mixture
Batch type Concrete Mixer as per IS-1791 / 1985 for 15 Cum / hour (Tilting drum type) with power operated loaded revolution counter, automatic shaker, Gear mounted steel chassis with 4 MS wheels complete with suitable mover
 - b) Welding generator
Having Capacity of 8-15 KW. Immersion type with Needle of 40 mm/ 50mm / 60mm & 4 meter length.
4.
 - a) Diesel Generator
Having capacity of 32 K.W.
 - b) Truck
Having capacity of 12 tonnes.
 - c) Jeep
Diesel jeep having capacity of 16 H.P. with trailer

ANNEXURE-III OF SCHEDULE-C**CERTIFICATE TO BE ISSUED BY THE EXECUTIVE ENGINEER UNDER WHOM THE MACHINERIES / EQUIPMENTS ARE DEPLOYED****(Not issued prior to 90 days of receipt of tender)**

Sl. No	Name of the machineries/ equipments	Identification No. / Engine / Chassis No.	Capacity	Year of Purchase	Condition (Working / breakdown)	Since when deployed under him	When it is likely to be released from current
1	2	3	4	5	6	7	8

ABOVE CLAUSE IS NOT APPLICABLE HERE

Certified that,

1. I have verified the ownership documents with the identification no. of the Machineries / Equipments.
2. Machines are currently utilized exclusively for the work under the Division.
3. The facts provided are true as on the date of issue of this document to the best of my knowledge.

**Block Development Officer
Bangriposi**

ANNEXURE-IV OF SCHEDULE-C

**TIME SCHEDULE FOR MOVEMENT OF EQUIPMENT / MACHINERIES AVAILABLE WITH THE
TENDERER FROM ONE SITE TO WORK SITE WHEN THE CONTRACTOR IS EXECUTING SEVERAL
WORKS**

SI No	Name of Equipment & Machineries	Required No.	Name of the work for which Equipment & Machineries deployed	Name of the Division under whose jurisdiction Equipment & Machineries deployed	Name of the place where equipments and machineries deployed	Time schedule for movement of equipment/ machineries to work site for use in tendered work

Certified that, the above machineries shall be available solely for this work from the date mentioned against them

Signature

SCHEDULE "C"

PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY THE APPLICANT FOR USE ON THE WORK

Sl. No.	Name of equipment	Total requirement			Equipment in hand			Equipment to be procured			Whether documentary evidence furnished	Reference to documentary evidence	Remarks
		No. of units	Kind and make	Capacity	No. of each	Year of manufacture and present condition	Present location	No. of each	Capacity	Through lease			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

A. Construction Equipments

B. Vehicle Trucks etc.

Reference Annexure I for list of essential equipments for contracts

1.If leased indicate the date when the current lease expires

ABOVE CLAUSE IS NOT APPLICABLE HERE

WORKING EXPERIENCE

D. LIST OF SIMILAR NATURE 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

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

Signature of the Tenderer

SCHEDULE-E

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

- | | | | |
|----|----|---|----------|
| 1. | a) | Is the tenderer at current 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 three 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 three years | Yes / No |
| | b) | If yes, give details | |

Note :

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

Signature.

**SCHEDULE-F
AFFIDAVIT**

I Sri _____ aged _____ years, S/o _____
Vill- _____, PO _____ Dist. _____ do hereby
solemnly affirm and state as follows.

1. The undersigned, do hereby certify that all the statements made in the required attachments are true and correct for the _____
_____".
2. The undersigned also hereby certifies that neither our firm M/s _____
nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorised Officer of the firm)

Title of Officer

Name of Firm

Date-

Contact details of Bidder

Name of the work	S/R 3/300 to 3/773 Km
Name of the Agency	
Corresponding Address	
Phone No	
Cell-phone no.	
e-mail ID	
PIN code	