



OFFICE OF THE PANCHAYAT SAMITI, KAPTIPADA

DETAIL TENDER CALL NOTICE

NAME OF THE WORK:-CONSTRUCTION OF ACR BUILDING AT NUASAH DEGREE COLLEGE, KAPTIPADA UNDER GRANT-IN-AID SCHEME FOR THE YEAR 2022-23

ESTIMATED COST: - Rs.12,60,734.00

CONTRACTOR


BLOCK DEVELOPMENT OFFICER,
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INVITATION FOR BIDS (IFB)
(FOR BUILDING WORKS)

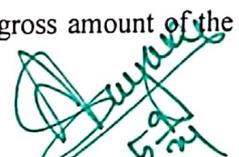
Bid Identification No.04

Tender Call Notice No. 04

Dt. 05.09.2024

1. The Block Development Officer, Kaptipada on behalf of the governor of Orissa invites percentage rate bids from registered PWD "C, D" class contractors with experience in construction of Buildings works in States of India or under Railway or Military Engineering Services in prescribed form to be eventually drawn in P.W.D. form F-2 and will be received by the office of the Block Development Officer, Kaptipada, Mayurbhanj from Dt 10.09.2024 to Dt. 19.09.2024 for the work "CONSTRUCTION OF ACR BUILDING AT NUASAH DEGREE COLLAGE, KAPTIPADA UNDER GRANT-IN-AID SCHEME UNDER KAPTIPADA BLOCK IN THE DISTRICT OF MAYURBHANJ FOR THE YEAR 2022-23." of values Rs.12,60,734/-(Rupees Twelve Lakhs Sixty Thousand Seven Hundred Thirty Four) only.
2. The prescribed form along with other documents can be obtained from the Mayurbhanj NIC website on payment in shape of Demand Draft (On or before 19.09.2024) in favour of BDO, Kaptipada payable at Kaptipada of Rs.6,000/-(Rupees Six thousand) only for each set. The amount is not refundable. The tender must be submitted in sealed cover, the name of the tenderer and name of the work being noted on the cover.
3. No tenderers will be permitted to furnish their tender paper in their own manuscript papers.
4. The work is to be completed in all respects within 04 (Four) calendar months from the date of issue of the work order. Tenderers whose tender is accepted must submit program me of work immediately after issue of work order for approval of the Engineer-in-charge:
5. All tenders received will remain valid for a period of two months (sixty days) from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the department.
6. In case of item rate bid, the rate should be written both in words & figures and unit in words. In case of any discrepancy in rates between words & figures the amounting words will prevail. The Tenderer should show total of each item and grand total of the whole Tender.
7. In case of percentage rate bid, the percentage should be quoted accurately in words & Figures. If there is any discrepancy between words and figures, the rates quoted in words shall be taken as correct. If the bidder quotes the percentage without mentioning excess or less and not supported with corresponding amount will be treated as excess. The bidders shall write the percentage in excess or less up to one decimal point only. If the bidder writes the percentage up-to two or more decimal point, the first decimal point shall only be considered without rounding off. The bills for percentage rate tendered shall be prepared at the prevailing estimating rates for individual item only and the percentage of excess or less shall be added or subtracted from the gross amount of the bill. Vide G.O. works deptt.no. 8310, dt. 1 7.05.06 (Annexure-III).

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8. The tenderers shall carefully study the tentative Drawings and specifications applicable to contract and all the documents which form part of the Agreement to be entered into by the accepted tenderer and detailed specifications for Orissa and other relevant specification and drawings which are available for sale. Complaints at a future date that plans and specifications have not been seen by tenderers cannot be entertained.
9. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at a future date that the availability of materials at quarries has been misjudged cannot be entertained.
10. Samples of stone, metal, chips & bricks etc. to be used are to deposit noting the name of quarry & brick kiln under dated initials of the tenderer in the Office of the Block Development Officer before procurement for the work for testing and acceptance (Not required).
11. It must be definitely understood that the Department does not accept any responsibility for the correctness and completeness of the trial borings if considered to be taken at site of work.
12. Each tenderer except those having the prescribed fixed deposit with the Block Development Officer, Kaptipada must pay an earnest money of 1% of estimated cost i.e. **Rs12,607/-Rupees (Twelve Thousand Six Hundred Seven)** only along with tender in the form of national saving certificate of postal time deposit pass book, Fixed Deposit duly pledged to the Block Development Officer, Kaptipada as per the terms & conditions laid down in OGFR & in no other form. Tenderer not accompanied with EMD as specified above will not be considered.
13. The Tender will not be considered unless the tenderers enclose a true copy of the, **PAN card** and **GST certificate** along with the tender. Original copies are to be produced before the officer concerned at the time of opening of the tender.
14. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the Invitation for Bids (IFB). Any change in the wording will not be accepted.
15. Letters etc. found in the tender box raising or lowering the item rates / percentage rates or dealing with any point in connection with the Bid will not be considered.
16. Schedule of quantity accompanies the IFB notice. 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 alteration or omissions, deductions or additions as set forth in the conditions of contract and such omissions, deductions, additions or alterations all in no way invalidate the contract and no extra monetary compensation will be entertained.
17. The tenders will be opened by the **Block Development Officer, Kaptipada Mayurbhanj** in his office room at **11.00 AM** on **Dt. 20.09.2024** in the presence of the tenderers or their authorized representatives.

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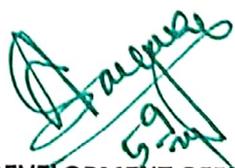
18. The Department reserves the right of authority to reject any or all tenders received without assigning any reason what- so- ever.
19. The earnest money will be retained in the case of successful tenderer and will be dealt with as per the terms and conditions of the OPWD code and will not carry any interest. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent of rejection of their tenders.
20. The tenderer whose tender is selected for acceptance and who has no fixed deposit with the Government of Orissa shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit in the form of NSC and Postal Time Deposit pass Book and in no other form which including the amount already deposited as earnest money shall be 2% of the value of the tendered amount and sign the Agreement in the P.W.D Form No. F-2 for the fulfillment of the contract in the Office of the Panchayat Samiti or as directed. The security deposit together with the earnest money and the amount withheld according to prescribed provisions shall be retained as security for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money is deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights of both the contractor and the Government and the contract shall be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Government. The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest. In case of tenderers who have fixed deposit necessary action will be taken to degrade them if they decline to sign the agreement within the period as in the above case.
21. That for the purpose of jurisdiction in the event of dispute if any of the contract would be deemed to have been entered into within the State of Orissa and it is agreed that neither the party to the contract, the Agreement will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
22. The contractor should be liable to fully indemnify the department for payment of compensation under Workmen compensation Act VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
23. The tenderers are required to abide by the Fair wage clause as introduced by Government of Orissa, Works department letter No. VIII -R-8 / 5225 dated 26.02.55 and No. IIM 56 /6 - 28842 (4) dated 27.09.61 as amended from time to time.
24. In case of any complaint by the laborer working about the Non-payment or less payment of his wages as per latest minimum wages Act, the Block Development Officer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labourer.

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- directly under intimation to the local labour Officer of the Government. The decision of the Block Development Officer is final and binding on the contractor.
25. The tenderers shall bear cost of various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
- Rent, Royalties and other charges of materials, octopi duty, all other taxes including ferry, tools, conveyance charges and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay to Government for temporary occupation of land owned by Government at the site of the work.
 - Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
 - Fees and duties levied by the Municipal, canal or water supply authorities.
 - Suitable equipment's and wearing apparatus for the labour engaged in risky operations.
 - Suitable fencing barriers, signals, including approved patent and electric signals where necessary at works and approaches in order to protect the public and employees from accidents.
 - Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also become payable due to operation of the Workmen compensation act.
 - The contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
26. After the work is finished all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean and this should be inclusive of the rates.
27. No payment will be made for bench marks, level pillars, profiles and benching and leveling the ground where required. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and Incidental items of works.
28. It should be understood clearly that no claim what-so-ever will entertained in regard to extra items of works or extra quantity of any items besides estimated amount unless written order is 'obtained from the Engineer-in-charge and rates settled before the extra items of works and extra quantity of any items of work is taken up.
29. The tenderers shall have to abide by the C.P.W.D safety code rules introduced by the Government of India, Ministry of Works, Housing and Supply in their standing order No. 44150 dt. 25.11.57 which can be seen in the office of the undersigned on working day during office hours.

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30. If any further necessary information is required, Block Development Officer will furnish such but it must clearly be understood that the tenders must be received in order and according to instructions.
31. (a) **No relation certificate :**
The contractor should have to furnish certificate along with the tender to the effect that he is not related to any officers in the rank of an Junior Engineer and above in the Office Of the Panchayat Samiti, Kaptipada or Asst. Secretary and above in the concerned Government Deptt. If the fact subsequently proved to be false, the contract will be rescinded. The earnest money and the total security will be forfeited and he shall be liable to make good the loss or damage resulting from such cancellation. The Performa for no relationship certificate is contained in a separate sheet of I.F.B.
- (b) Each tenderer must submit along with tender a note regarding his previous experience on construction of major building works. The following details must be given otherwise the tender is liable to be not considered at the direction of the authority.
- (i) Names of the major buildings :
 - (ii) Estimated cost :
 - (iii) Number of floors :
 - (iv) Type of foundation adopted :
 - (v) Date of commencement:
 - (vi) Date of completion:
 - (vii) Other details if any :
- In addition to the above information the Performa contained in the separate page of I.F.B should also be filled in support of previous experience of the tenderer.
32. Tenders are required to go through each clause of P.W.D form F-2 / P-1 carefully in addition to the clause mentioned herein before tendering.
33. All reinforced cement concrete works should conform to Orissa Detailed Standard specifications, I.R.C and I.S.I Codes and Bridges Code sections: I, II,
- 34.
35. III, IV and VII & latest design criteria.
36. Shuttering and centering shall be with seasoned hardwood planks inside of which shall be lined with suitable sheeting and made leak proof and water tight or alternatively steel shuttering and centering may be used.
37. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
38. Concrete should be machine mixed unless otherwise ordered in writing by the Block Development Officer. The contractor should arrange his own concrete mixer, vibrator, pumps etc. for this purpose at his own cost.
39. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) kg.

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40. The following materials may be supplied by Department (if available) to the contractor at the P.W.D Go-down at at the rates inclusive of storage as noted against each. After issue, it will be the contractor's responsibility for safe custody and upkeep of materials. He has also to bear all incidental charges such as transport, storage, handling and return of empty cement bags and containers at the issuing store. His rates quoted for the work is to inclusive of all charges.

- a) Cement in bags. @ Rs.....per quintal
(Excluding cost of empty cement container)
- b) M.S. Rods (round) or Tor Steel @ Rsper quintal
- c) Paints of different categories @ Rs...per liter (excluding cost of container)

Before issue of above materials to him, the Contractor shall furnish Bank guarantee of any of the Nationalized Banks located at for a sum equal to the cost of materials. The bank guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works. and cost thereof recovered from his bill (s) in full or if the materials are partly utilized such materials are returned by him to the Dep. in full and in good conditions and receipt thereof duly acknowledged by the concerned Departmental Officer.

OR

Department shall not supply any materials, what-so-ever for the work. The tenderer shall be financially solvent and stable for advance procurement of all materials, required for the works vide Govt. of Orissa, Finance Department Memo No. 48443/F - Code - 46/95 dated 11.12.1995.

39. In the event of any delay in the supply of departmental materials for unavoidable reasons or non-availability of departmental materials during the period of execution the contractor should arrange the materials like steel and cement of approved quality and specification at his own cost for completion of work within the time schedule. If however, there arises delay in procurement of materials, reasonable extension of time will be granted on the application of the contractor. But no claim of compensation will be entertained under any circumstances on this account.
40. The contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what - so - ever and the cost of such materials will be recovered from the bills at the stock issue rates or market rates whichever is higher.
41. If the contractor removes and 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 the price of materials according to the rates stipulated in clause 39. The penalty so imposed shall be recovered at any time from any sum that may then orating time

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- thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
42. The selected bidder may take delivery of department supply according to his need for work issued by the Sub-Divisional Officer -in-charge. The bidder shall make all arrangement for proper storage of materials but no cost for building shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clauses of the F-2 /P-1 of agreement.
 43. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rates of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate which-ever is higher
 44. All materials which are to be supplied from P.W.D store will be as per availability of stock and in case of steel, the contractor will have to bear the charges of straightening, cutting, jointing, welding etc to required sizes. No cut pieces of M.S. Rods, M.S. Angles, Tees and joist etc. less than one meter in length will be accepted back as surplus and all these will be contractor's property. Amir the issue from the P.W.D store the materials may be under the custody of the contractor sand the contractor will be responsible for its safety and storage. Cut pieces of more than one meter in length will be returned by the contractor at the issuing stores without any conveyance charges (Not required).
 45. M.S. Rods, plates and structural steel will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. Shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-charge (wastage of bats and unnecessary lapping will not be considered for measurement and payment)
 46. 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 running charges of each plant and cost of conveyances.
 47. Empty cement bag and empty paints drums will not be accepted back by the departments. The cost of each empty cement bag and each paint drum will be recovered from the contractors bill at the rate of Rs.....(Rupees only and Rs (Rupees) only respectively. The contractor while quoting his rates should consider this aspect accordingly.
 48. The machineries if available with the Department may be supplied on hire as per charges prescribed by Department.

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49. In the event of any delay in giving layout of the building for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor but no claims for compensation will be entertained under any circumstances.
50. The tenderer should furnish along with their tender a list of works which are at present in their hand in the prescribed Performa enclosed herewith.
51. (a) It should be clearly understood that the joints of the M.S.bars are to be provided with prescribed lapping, welding or bolts and nuts as will be directed by the Engineer-in-charge.
- (b) Concrete test specimens 150 mm x 150 mm x 150 mm 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 a responsible officer of the rank not below than that of an Assistant Engineer or Sub-Divisional Officer. The contractor shall bear the cost so involved in testing. The tests specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar.
- (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 specimens was faulty and that the result of the test specimen did not give a correct indication of the actual quality of concrete.
- (d) Plain concrete and reinforced concrete specimens will be tested in Control and Research Laboratory at Bhubaneswar. Cost of testing all specimen and samples be borne by the Contractor.
52. Concrete of strength below 85% of the required strength (as determined by actual tests) shall not be accepted.
53. No claim for carriage of water what -so-ever will be entertained.
54. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his own cost if the work as shown in the tenders 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 the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
55. List of the tools and plants in possession of the contractor is to be furnished (Not mandatory).
56. It is the responsibility-of the contractor to procure and store explosive required for blasting operation. Department may render-necessary possible help for procuring license.
57. The Orissa Construction Corporation Ltd. will be allowed a price preference to the extent of 3% over the lowest quotation or tender as laid down in Works& Transport Department, Resolution No. 285 dated 17.4.1974.

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The Orissa Bridge & Construction Corporation Ltd. will be allowed price preference up to 3% over the lowest amount (where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.(Not required)

58. AMENDMENT TO EXISTING CLAUSE

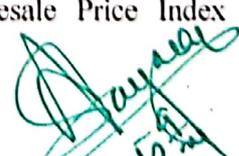
By submission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quality of materials including the wheat / rice referred to above, medical aid, labour and food stuff etc, and that rates by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, octopi, 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 reasons in case the contractor claims later on to have misjudged as regards availability of materials, labour and other factors.

59. The contractor will be responsible for the miss-use, loss or damage due to any reason what-so-ever of any departmental materials supplied to him during the execution of the work. In case of loss, damage or miss - use recovery at the rate of 5 times the cost of the materials so issued will be deducted from the bills or his other dues.
60. 1% of the gross amount of the bill and surcharges applicable will be deducted from the contractor's bill towards Income-tax.. The contractor is required to pay Royalty to Govt. as fixed from time to time.
61. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
62. Under section 12 of Contract Labour (Regulation and Abolition Act. 1970) the contractor who undertakes execution of work through labour should produce valid license from Incensing authorities of Labour Department.(Only for successful bidder)
63. PAYMENT FOR VARIATION.IN PRICES

(Vide Works Department Memorandum No. 12073/W dt. 07.04.1986, No. 14379 dt. 22.06.91 and No. 22874 dt. 24.10.92 and No. 8310 dt. 17.05.06)

(a) If during the progress of the work the price of any materials (excluding the cost of steel, cement and bitumen) incorporated in the work (being materials supplied from the Engineer-in-charge's store in accordance with Clauses thereof) increases or decreases as a result of increases in the Average Wholesale Price Index (all commodities) and the contractor thereupon necessarily and properly pays in respect of that materials (incorporated in the work) such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case maybe, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average Wholesale Price Index (all

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commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below:

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

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{(i - i_0)}{i_0}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of materials.

R = The value of work done in rupees during the quarter under consideration.

i_0 = The Average wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I, bulletin from time to time).

i = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

P_m = Percentage of material component as per sub clause of this Clause.

Increase / decrease of cost of Steel, Cement and Bitumen are to be reimbursed / liable to be refunded with prior approval of Government as follows:

1. Steel Rate as fixed by Steel Authority of India Limited (SAIL)
2. Cement Average factory price of this manufacture of cement inside the state.
3. Bitumen Rate as fixed by Indian Oil Corporation (I.O.C.)

(b) Similarly, if during the progress of works the wages of labour increases or decreases as a result of increase or decrease in the Minimum Wages for labour prescribed by the Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimbursement or liable to refund quarterly as the case may be such an amount, equivalent to the plus or minus difference of 75% in between the Minimum wages for which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below:

Formula to calculate / e increase or decrease in the cost of labour:

$$V_I = 0.75 \times \frac{P_L}{100} \times R \times \frac{(i - i_0)}{i_0}$$

V_I = Increase or decrease in the cost of work during the quarter under consideration due to change the rates of labour.

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- R = The value of the work done in rupees during the quarter under consideration.
- i₀ = The Minimum wages for labour as prevailed during the quarter in which tender was opened.
- i = The Minimum wages for labour prevailed during the quarter under consideration.
- PL = Percentage of labour component (as per sub-clause)

(c) Similarly, if during the progress of work, the prices of Petrol, Oil and Lubricants (Diesel oil being the representative item for price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be such an amount, as shall be equivalent to the plus or minus difference in between price of P.O.L which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below:

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

$$KI = \frac{0.75 \times K_2 \times R(D_2 - D_1)}{100 \times D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of POL.

R = Value of work done in rupees during the quarter under consideration.

D₁ = Average price per liter diesel oil which is fixed by the Government of India during the quarter in which the tender was opened.

D₂ = Average price per liter of diesel oil which is fixed during the quarter under consideration.

K₂ = Percentage of P.O.L. component as per sub - clause.

(d) The following shall be the percentage of material, labour and P.O.L component for reimbursement refund on variation in the price of material, labour and P.O.L as per Sub-Clauses (a), (b) and (c) of this Clause.

Category of Works	Contractor's Supply			supply of materials
	% of Materials	% of Labour	% of POL	
1 Departmental	2	3	4	
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(IRRIGATION WORKS)

a. Structural works 45%	20%	30%	5%
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b. Earth work, canal works, Embankment works etc. 15%	20%	60%	5%
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(R & B) WORKS

a. Bridge works 45%	20%	30%	5%
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b. Road works 10%	45%	40%	5%
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c. Building works 35%	*30%	30%	5%
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(* Where brick is supplied by the Department, it should be 20% instead of 30%)

Vide works department letter No-21359, dated 22.9.91 the reimbursement / refund on aviation in price of materials, labour P.O.L. as per sub-clause (a), (b) and (c) of this clause shall be applicable in the following manner:

In terms of the aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation is admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variation is a admissible only for the remaining period after excluding the one year period thereof, provided the work has been carried out by the contractor in terms of the relevant provision of the agreement. In the situations, where the period of completion initially stipulated in the agreement was less than one year and subsequently the completion period has been validity extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result of the total period including the extended period stands at one year or more, escalation is admissible only for the remaining period after excluding the first one year period there from".

(f)The contractor shall for the purpose of sub-clauses (a), (b) and (c) of this clause 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 Govt. and further, shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require and document kept and such other information as the Engineer-in-charge may require.

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The contractor shall within a reasonable time 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 conditions together with an information relating thereto which he may be in a position of supply.

64. Any defects, shrinkage or other faults which may be noticed within 6 (Six) months from the completion of the work arising out of defective or improper materials or workmanship 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 decide that they ought to be paid for and in case of default the Department may recover from the contractor the cost of making good the works.
65. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsibility to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa 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 works. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by contractor at his own cost.
66. Where it will be found necessary by the Department, the Officer-in-charge of the Work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signatures. Orders entered in this book and noted by the contractor's agents shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the office and shall not be removed from the site of work without written permission of the Block Development Officer, KAPTIPADA and to be submitted to the Assistant Engineer every month.
67. In F-2, P-1 Lump Sum and P.H Engineering contract from the following shall be incorporated as new clause as 18 (c) or F-2 /P-I contract, clause 3 (c) of the Lump Sum contract and clause 19 (c) of P.H. contract form.
Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Orissa. Like-wise 'A' Class contractor shall employ under him one Graduate Engineer, or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Chief Engineer, Roads, Orissa may however assist the contractor with names of such un-employed Graduate Engineer and Diploma Holders if such help is sought for by the contractor.

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The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender as to, who would be supervising the work.

Each bill of the special class or 'A' class contractor shall be accompanied by an employment role of the engineering personnel together with a certificate of the Graduate Engineering or Diploma Holder so employed by the Contractor to the effect that the work executed as per bill has been supervised by him.

(Vide works depttNo. Codes - M 22/91 - 15384, dated 09-07-1991)

68. The intending bidders may remit the cost of tender papers through postal money order / Bank Draft. However the Department will not be held responsible if there is any delay in receipt of tender documents by the intending contractors sent by the Dep. Through registered post and similarly if the tender documents sent by the intending contractor by the registered post do not reach in the Division Office by the appointed date and time, the offer will not be considered on any account even if the tender documents were dispatched by the tenderers before the due date. The cost of postal registration fees to and fro will be borne by the intending tenderer by advance payments.
69. The tender should be strictly in accordance with the provision as mentioned in the tender schedule. Any change in the wordings will not be accepted.
70. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during execution as per actual necessity and test conducted. But the tendered rates noted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-charge as and when required.
71. Over and above these conditions the terms and conditions and rules regulations and specifications as laid down in Orissa Detailed Standards Specifications and Orissa P.W.D. Code are also binding on the part of the contractor.
72. No part of the contract shall be sublet without written permission of the concerned Block Development Officer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
73. The contractor should attach the certificate in token of payment of deposit with there glistening authority as per recent circular of Government relating to this registration.
74. Any damage caused by natural calamities should be made good of 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.
75. In case of any complaint by the laborers working about the non-payment or less payment of his wages as per latest minimum wages act, the Executive Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due to the contractor and pay such amount to the laborers directly under information to the local labour officer of the Govt. The decision of the Block Development Officer is final and bidding on the contractor.

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76. Through Department issue of cement and steel has been indicated with issue rate it may not taken as binding. The contractor must have to arrange by themselves cement and steel from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time, escalation of price on such account shall be entertained in future.
77. The contractor shall make requisition of claim book from the date of commencement of work from the department and shall maintain in proper. P.W.D. form with pages serially numbered in order to record items of work which are not covered by his contract and are 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 each month. A certificate should also be furnished along with the claims to the effect that he has no other claim beyond this claim up-to-date. It in any month there are no claims to record certificate to that effect should be furnished by the contractor in the claim book. Each claim must be definite and should be given for as possible the quantities as well as *the* total amount claimed. The claim book must be submitted by the contractor regularly by 10th to 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 commencement of the work are liable to be summarily rejected. The claim book is the property of the P.W.D and shall be finally surrendered by the contractor to the Engineer-in-charge after completion of the work or before rescission of the contact by the department whichever is earlier for record.
78. Items where the rates quoted by the tenderer are less than 25% below the C.S.R / estimated rates the differential cost between the estimated amount and tender amount shall be withheld till the satisfactory completion of such items having low rates.
79. Numbers of tests as specified I.R.C / M.O.S.T / I.S.T. Specification required for the construction of any structural works will be conducted any Govt. Test House / Department Laboratories / reputed material test laboratories to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples / specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted 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 contract.

80. **CONDITIONS FOR ISSUE OF PLANT AND MACHINERY TO CONTRACTORS ON HIRE**

Tools and Plants will be issued to contractor only if it is desired in the interest of Government works and if these can be spared without inconvenience to the Department. The sanction of the Block Development Officer KAPTIPADA shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim what - so-ever will be entertained for any delay in supply by the department.

An agreement shall be entered into 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

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working including the refund of security deposit will not be made until the total amount due to Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contractor 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 machinery from workshop shed / deposit return thereto will be borne by the contractor.

The hire charges 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 may not have been utilized for any reasons 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 gets 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 hours will include the time required to make up the boiler temperature and bringing 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, per acing and maintenance staff be let' able. These charges will be fixed by Engineer-in-charge from time to time in no case the tools and plants shall operated beyond 8 hours in shift without prior written permission of the Engineer-in-charge.

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

The plant & machinery once issued to a contractor shall not be returned by Lim on account of lack of arrangement of labour materials etc. on his part. The same will be returned only when they require major repair, or when in the opinion of the Engineer-in-charge the work or a portion of work for the same was issued is complete.

The tools and plant 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 bra made good by the contractor. The gent of a disagreement as to the extent of damage or the value of 'articles lost, the decision of the Block Development Officer shall be final. The contractor shall on or before the supply of the plant and machinery sign an agreement in indemnifying the Government against loss or damage to the machine. The contractor shall also be responsible for any claims for compensation for loss of life, injury or damage 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.

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If the articles are not returned within the date regionally specified or extended by the Engineer-in charge, in addition to the normal hire charge, 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 and charged as working time.

In the event of the non - return of the machinery the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or arty bills that may become due in respect of his other works under the State Public Works Department. The decision of the Block Development Officer, Kaptipada shall be final in case of dispute.

Form of agreement – The contractor shall before taking the possession of the machinery, enter into an agreement with the Engineer-in-charge or his nominee in the form prescribed by Dept.

Log Books for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained the Department and will be attested by the contractor or his authorized agent daily. In case the 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 charge .will be calculated according to the entries in the log book and will be binding on the contractor.

81. CERTIFICATE OF NO RELATIONSHIP (AS PER CLAUSE NO. 31 (a) OF D.T.C.N)

I / We hereby certify that I / We am / are not related to any officer of Office of the Block Development Officer, Kaptipada of the rank of Junior Engineer & above and any officer of the rank of Assistant Secretary and above. 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 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 tender liable for rejection.

82. CERTIFICATE OF LIST OF WORKS IN HAND (CLAUSE - 54)

I / We do hereby certify that at present the following works are in my / our hand.

Sl. No	Particulars of works now in hand	Amount of each work	Period in which the work is stipulated to be completed (in months)	Approximate value of work done against each work on the date of submission of Tender	Department under which the work is being taken up
1	2	3	4	5	6

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(In Tender Call Notice (N.I.T) Contractors shall be asked to. furnish report in the following Performa duly certified by the Block Development Officer, Kaptipada, Mayurbhanj under whom he has executed works in order to Judge their past performance.)

- 1) Name of the Contractor with Regd. No. &Date :
- 2) Class of Contractor :
- 3) License Authority and License Valid up to :
- 4) Details of Works Executed:

Sl. No	Jobs under execution	Agreement amount	Date of commencement	Stipulated date of completion	Whether work is progressing as per programmer	Reasons for delay if any
1	2	3	4	5	6	7

- 5) Whether the contractor has requisite machineries & personnel deployed (details of machinery and personnel deployed.
- 6) Whether the quality of construction is satisfactory:
- 7) Whether he has capability to make good the loss time :
- 8) Whether the contractor has abandoned any work in the past there years, if yes, the details thereof:
- 9) Whether the contractor has entered in to any litigation in the past if yes, the details thereof:
- 10) Name of the Certifying Officer with official seal

85. **CERTIFICATE OF TOOLS AND PLANTS. and clause no. 80, 81,82,83 & 84 are (Not required)** I / We do hereby certify that the following tools and plants, machineries and are in my / our possession in working orders.

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

*Signature of the
tenderer Date:*

86. **Additional performance security**

Additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. less than the estimated cost of more than 10%.

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

Signature of the Tenderer

Date:

83. CERTIFICATE OF LIST OF WORKS EXECUTED

I / We do hereby certify that the following works have been executed by me / us in the past.

Sl. No	Particulars of works already executed	Approximate amount of each work	Name of Dept. under which the works executed	Period of commencement and period of completion	Whether the work were completed in stipulated period
1	2	3	4	5	6

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

Signature of the Tenderer

Date:

84. PERFORMANCE RECORD OF CONTRACTORS

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On payment of

Rs. _____ (Rupees _____) vide money
receipt no. _____ dt. _____.

(a) No of items put to tender _____.

(b) Eastern money furnished in Shape of

- (1) N.S.C. for Rs. _____ pledged / not pledged
- (2) Postal time Deposit account Rs. _____ pledged / not pledged
- (3) K.V.P. Rs. _____ pledged / not pledged
- (4) Postal savings Pass Book A/C Rs. _____ pledged / not pledged
- (5) Demand Draft in favour of BDO, Kaptipada Rs. _____ pledged / not
pledged
- (6) Fixed Deposit in any Nationalized Bank Rs. _____ pledged / not pledged

Total: Rs. _____

- (c) GST Certificate furnished / not furnished
- (d) PAN CARD furnished / not furnished
- (e) List of work in hand furnished / not furnished
- (f) Relationship certificate furnished / not furnished.

No of corrections: _____

No of overwriting: _____

No of interpolation: _____

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In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount in shape of Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit account / Kissan Vikash Patra / Deposit receipt of Schedule Bank in favour of the Block Development Officer, Kaptipada.

87. Addendum to Note -I to Para 3.5.5 of O.PWD Code Volume -I

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

<u>Name of the work</u>	<u>Minimum Value</u>
1. Building work / P.H. work	Rs. 40.00 lakh
2. Road work	Rs. 3.00 crores
3. Irrigation work	Rs. 10.000 crores

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

(Incentive need not be included in the estimate. Specific budget provision may be made under State- _ plan out of which the incentive shall be met.)

87. *Affidavit to be furnished by the contractor at the time of submitting of Tender about the authentication of Tender Documents including bank Guarantee.*

An affidavit shall be furnished by the contractor at the time of submission of Tender papers about the authentication of tender documents including Bank Guarantee (Vide Govt. of Orissa, Works Dept. Code - 14/2004 = 9414, dt.08.06.2004, concurred by Law Dept. and Finance Dept., vide their UOR No. 1242, dt. 05.08.03 and No. 195 / WF - I, dt. 04.03.04 respectively.

88. *Clauses for site engineer and road furniture etc in DTCN / Agreement*

In Works Dept. Letter No: -10407, dt 25.06.2004, the agencies executing major works should possess full-fledged field laboratory for testing of the quality of the work. Under the same clause, the following provisions are to be made as per Works Dept. No. 12351 / W, dated 23.07.2004.

- (i) 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 Block Development Officer and above.
- (ii) After completion of the Road in all respect, road furniture should be affixed by the executing agency indicating locations like School, Hospital, No-home etc.

89. Cess @ 1% (One percent) will be deducted from the gross amount of each running bill of this work towards welfare of Labour as per prevailing guidelines of Govt.

TOTAL _____ (_____) item only.

Sold for the work: _____

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