



Bid Identification No-06/ PATNAGARH /2023-24

Tender Call Notice No.01/PATNAGARH/2023-24

**GOVERNMENT OF ODISHA**  
**PANCHAYATI RAJ& DRINKING WATER DEPARTMENT**

**BID DOCUMENT**

**FOR**

**COMPOSITE TENDER OF BUILDING WORKS**

**NAME OF THE WORK:**

**CONSTRUCTION OF DAY CARE SUB-CENTRE CUM HEALTH & WELLNESS CENTRE AT  
PANDAMUNDA UNDER PATNAGARH BLOCK FOR THE YEAR 2023-2024 OF BALANGIR**

**Dist. (Civil, EI, PH)**

**TENDERCOST :Rs. 38,15,110.00 (Rupees Thirty eight lakhs fifteen thousand one  
hundred ten)only**

**PANCHAYAT SAMITI, PATNAGARH**

Contractor

  
Block Development Officer, Patnagarh

**TECHNICAL BID DOCUMENTS****INDEX**

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Contractor

  
Block Development Officer, Patnagarh



E-mail ID - ori.PATNAGARH@nic.in

Government Of Odisha

OFFICE OF THE PANCHAYAT SAMITI, PATNAGARH

No. 889

Date. 17.04.2023

INVITATION FOR BIDS (IFB)

**Bid Identification No. 06 / PATNAGARH/2023-24**

**Detail Tender Call Notice No.01/PATNAGARH/2023-24**

The Block Development Officer, PATNAGARH on behalf of Governor of Odisha Invites **Percentage Rate Bids In Single Cover system** in conformity with detail Tender call notice No. **01/ PATNAGARH/2023-24, Dated: 17.04.2023** to be eventually drawn up in State P.W.D Form P-1 contract for the execution of the works detail in the table, from the class of eligible contractors as mentioned against the work in Column - 4 (four) registered with the State Governments and contractors of equivalent Grade/ Class Registered with Central Government/ MES/ Railways/ CPWD for execution of civil works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state.

The bidders may submit bids for the following works.

Sl.No	Name of work	Approximate value of work.	Class of contractor	Concerned office. With Head qrs.	Security E.M.D. (Rs.)	Tender Paper Cost(Rs.)	Period of completion.
1	2	3	4	5	6	7	8
1.	Construction of day care sub-centre cum health & wellness centre at PANDAMUNDA under Patnagarh block for the year 2023-2024 of Balangir Dist. (Civil, EI, PH) (Composite Tender)	Total Rs.38,15,110/-	"C" Class & "B" Class	Panchayat Samiti, PATNAGARH	40,000/-	6,000/-	6 (Six) Calendar Months

1. The tender Call Notice, DTCN with Tender document can be downloaded from the District Portal [www.balangir.nic.in](http://www.balangir.nic.in) from dt.06.05.2023 to dt.25.05.2023.
2. Bids must be accompanied by E.M.D/Bid security of the amount as specified for the work column no.6 of the above table in shape of **demand draft** drawn in any nationalised bank dully placed in favour of Block Development Officer, PATNAGARH payable at INDIAN BANK, PATNAGARH in a separate envelope " Cost of bidding document" inside the bid document. Authority will not be held responsible, if any portion of the bid document is excluded or modified in the downloaded bid documents. Bids must also be accompanied by self-attested Photo copy of valid **GSTIN, PAN card and valid contract registration certificate, Labour Licence, Affidavit regarding authentication of document ,no relation certificate, document required as per the relevant clause of DTCN** failing which the bid will be liable for rejection.

3. The bidders are not required to write their name in the outer cover of the bid but they required to writing the name of work with location Envelope should be close with Adhesive (Stapling not allowed ) properly. Tempered envelope will be treated as rejected.
4. The tender document completing in all respect will be received in the Office of the Block Development Officer, PATNAGARH till dt 25 05 2023 upto 5 00 P. M. through Regd/Speed Post only in Official address of Block Development Officer, PATNAGARH. The document must be super scribed as "Name of the Work with location "The tender document received after 5 00 PM of dt 10.04.2023 will not be considered. In case of any postal delay the authority shall not be held responsible.
5. The Bids will be opened on the Dt. 26.05.2023 at 10.00 AM in the office of the undersigned, in the presence of the members of tender committee of Panchayat Samiti Office, PATNAGARH, bidders or their authorized agents who wish to attend at the Office Chamber of Block Development Officer, PATNAGARH.
6. Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount as per table below. Additional Performance Security (APS) has to be furnished in shape of Demand Draft/ Term Deposit Receipt pledged in favour of the Block Development Officer, PATNAGARH, within seven days of issue of letter of acceptance (LOA), otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further proceeding for black listing shall be initiated against bidder.

Amount of Additional Performance Security		
Sl. No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
I.	Below 5%	No Additional Performance Security
II.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
III.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

7. In case of Engineering contractors seeking exemption of EMD are instructed to enclose an affidavit regarding the list of works awarded during the current financial year 2022-23 with exemption of EMD along with an application to avail the same for this work and will submit copy of original contract license and produce the original license at the time of opening of tender, otherwise the tender will be rejected.
8. Scheduled Caste and Scheduled Tribe Tenderers will be given concession where their tenders are within 10% of the rate quoted by the lowest tenderer, for any work, the work may be considered for award to him/ them at the lowest tendered rate. The Security deposit at half the usual rate may be deposited/realized by/from the Scheduled Caste or Scheduled Tribe contractors coming under categories up to "B" class only as against the permissible percentage under Rule 13 of the PWD contractor's regulations rules to enclose an affidavit and Caste Certificate.
9. If any bidder quotes less than 15% (fifteen) of the amount put to tender then such a bid shall be rejected and the tender shall be finalized basing on merit of the rest bids and if more than one bid is quoted at 14.99% (decimal upto 2 nos. will be taken for all practice purpose) less than the estimated cost, the tender accepting authority will finalize the tender through transparent lottery system in presence of bidder or their representatives.

Contractor


 Block Development Officer, Patnagarh

10. The tenderer while submitting tender shall furnish an **affidavit** in original, along with the tender about the authenticity of the tender documents including E.M.D. The conditional tender will not be accepted on any circumstances by the authority.
11. The bid documents should be sealed in an envelope superscribed with the name of work & bid identification no.
12. The percentage quoted in the tender without mentioning excess or less shall be treated as excess.
13. The agency bidding for the work put of this notice, shall have to mention percentage of excess/less (both in words & figure) over the amount put to tender required by him in the prescribed format at the end of the bill of quantity. In the event of discrepancies the words & figure, the percentage quoted in words will count.
14. Validity of tender shall be 90 days from the date of opening of tender.
15. Any addendum/ corrigendum/ cancellation of above tender will be displayed in notice Board & published in the website(<http://www.balangir.nic.in>)only.
16. The authority reserves right to reject/cancel any or all the tenders without assigning any reason thereof.
17. Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building to be submitted along with Bid documents in Schedule I

  
Block Development Officer, PATNAGARH

Memo No. 890

/Dt. 17.04.2023

Copy submitted to the NIC, Bhubaneswar/ copy submitted along with DTCN (Soft copy) to DIO, NIC Balangir with a request to display the bid document in the website from ~~Dt. 16.05.2023~~ to dt. ~~15.05.2023~~ up to 4.00 P.M.

  
Block Development Officer, PATNAGARH

Memo No. 891

/Dt. 17.04.2023

Copy submitted to the Secretary I & PR Dept. Govt. Of Odisha with request to get it published on or before Dt. 06.05.2023 for wide Circulation of the Tender Call Notice. Complimentary Copy of the Newspaper containing the Tender Call Notice may be sent to this office for reference and record.

  
Block Development Officer, PATNAGARH

Memo No. 892

/Dt. 17.04.2023

Copy submitted to Deputy Secretary, PR & DW Deptt. Odisha, Bhubaneswar for kind information and necessary action.

  
Block Development Officer, PATNAGARH

Memo No. 893

/Dt. 17.04.2023

Copy forwarded to Chief Construction Engineer, Lower Suktel Project Balangir/ Superintending Engineer (R&B) Division, Balangir&Kantabanji/ R.W. Division, Balangir, Titilagarh&Patnagarh/ Irrigation Division, Balangir/ M.I. Division, Balangir/ P.H. Division Balangir/ ADM, Balangir / CDM & PHO, Balangir/ All Sub Collectors of Balangir District / All B.D.O.s/ All Tahasildars / All CHC Superintendent under Balangir District Office Notice Board for information and wide circulation.

  
Block Development Officer, PATNAGARH

  
Block Development Officer, Patnagarh

Contractor

Memo No 894 /Dt. 17.04.2023

Copy submitted to the Collector & DM, Balangir for favour of kind information.



Block Development Officer, PATNAGARH

Memo No 895 /Dt. 17.04.2023

Copy submitted to the Chief Development Officer cum Executive officer, Zilla Parisad Balangir for favour of kind information.



Block Development Officer, PATNAGARH

Memo No. 896 /Dt. 17.04.2023

Copy to PA to Superintendent of Police, Balangir for kind information of SP, Balangir /Copy to Inspector-in-charge PS PATNAGARHSDPO, Patnagarh for information and necessary action. He is requested to kindly arrange police force in the office of the undersigned for smooth completion of the tender process on above dates.



Block Development Officer, PATNAGARH

Memo No. 897 /Dt. 17.04.2023

Copy to AddlEO (Tech) Zilla Parisad/ Assistant Engineer/ Junior Engineer, NHM of Zilla Parisad, Balangir for information and necessary action. They are requested to attend the date of Tender Opening.



Block Development Officer, PATNAGARH

Memo No. 898 /Dt 17.04.2023

Copy to Accounts Officer/ A.B.D.O/Section Officer/Dev. Section/Computer section/AEE/AE/JE/JPTAO/O Panchayat Samiti PATNAGARH for information and necessary action.



Block Development Officer, PATNAGARH

Memo No 898 /Dt. 17.04.2023

Copy to Office Notice Board of Panchayat Samiti/ Tender File concerned.



Block Development Officer, PATNAGARH



Block Development Officer, Patnagarh

Contractor

**CHECK LIST TO BE ENSURED BY THE BIDDER**

Sl. No.	Particulars	Reference to Clause	Whether furnished		Ref. To Page No.
			Yes	No	
1.	Cost of tender paper Rs. 6,000/-	DTCN			Page No. 2
2.	Additional Performance Security in case the bid price/ rate is less than the estimated cost put to tender as per OM No.4559 Dt.5.4.2021 of Works Department, Govt of Odisha.	DTCN Clause - 8			Page No. 3
3.	Copy of valid Registration Certificate	DTCN Clause - 2			Page No. 2
4.	Copy of GST & GSTIN Regd. Certificate.	DTCN Clause - 2			Page No. 2
5.	Copy of PAN Card	DTCN Clause - 2			Page No. 2
6.	No Relation Certificate in Schedule-A	DTCN Schedule - A			Page No. 61
8.(a)	Information regarding current litigation, debarring/ expelling of the tender or abandonment of the work by the tenderer	DTCN Schedule - E			Page No. 65
(b)	Affidavit in legal stamp paper	DTCN (Schedule-F)			Page No. 66
9	Similar Nature of Work	DTCN (Schedule-D)			Page No. 64
10	Qualification of key personnel engaged.	DTCN (Schedule-B)			Page No. 62
11(a)	List of plant and equipment with the contractor	DTCN (Schedule-C) Annexure - I			Page No. 63
(b)	Apart from the above the contractor shall have to arrange other machineries of any required for the work	DTCN (Schedule-C) Annexure - II			Page No. 63
12	Registration certificate PAN Card, Valid GST for execution of composite work. For verification purpose.	DTCN Clause (IFB)			Page No. 10
13	Existing commitments and ongoing works. And MoU for Electrical	DTCN (Schedule-G&I)			Page No. 67& 69
14	Tender Schedule	BOQ			Page No.71-88

Contractor

  
 Block Development Officer, Patnagarh

## CONTRACT DATA

### A. GENERAL INFORMATIONS

Sl No.	Item	Details
1.	Bid Identification No.	<u>06/PATNAGARH/2023-24</u>
2.	Name of the Work	<u>CONSTRUCTION OF DAY CARE SUB-CENTRE CUM HEALTH &amp; WELLNESS CENTRE AT PANDAMUNDA UNDER PATNAGARH BLOCK FOR THE YEAR 2023-2024 of Balangir Dist. (Civil, EI, PH)</u>
3.	Officer Inviting Tender	<u>Block Development Officer, PATNAGARH</u>
4.	Executive Engineer concerned with Head Quarter authorized as Engineer-in-Charge of the work	<u>Addl. E.O. (Tech.), ZP, Balangir</u>
5.	Accepting Authority	<u>Block Development Officer, PATNAGARH</u>
6.	Executing Authority	<u>Block Development Officer, PATNAGARH</u>
7.	Tender Cost	Total Rs.38,15,110/-

### B. BID INFORMATION

8.	Intended completion period/ Time period/ assigned for Completion	<b>06 (Six) Calendar Months</b>
9.	Last Date & time of submission of Bid	Time: 5.00 P.M. Date:25/05/2023
10.	Date of opening	Time: 10.00 A.M. Date:26/05 /2023
11.	Cost of Bid Document (as per Cl No. 7 of Table), Page- 2	
	I   Amount	<b>Rs.6,000/-</b>
12.	Bid Security	
	I   Bid Security Declaration as per Schedule-I) vide F.D.OM No. 5894 Dt. 27.04.2021	
13.	Bid validity period	90 days
14.	Currency of Contract	Indian Rupee
15.	Language of Contract	English
16.	Similar Nature of work.	Similar Nature of work means experience in Building works.

Contractor



Block Development Officer, Patnagarh

## Instruction to Bidders

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

### A. GENERAL

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

- 1.1. The authority belonging to the major discipline is competent to invite tender of composite bids. He will also nominate the Block Development Officer, PATNAGARH who will deal with all matters relating to the bids in the invitation of bids.
- 1.2. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules/ amendments issued there under from time to time. If he fails to do so, it will be considered a breach of the contract and the Block Development Officer, PATNAGARH may in his discretion without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.3. The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices quoted in the Bill of Quantities, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedy of any defects therein.
- 1.4. The successful bidder shall complete the works by the intended completion date specified in the Contract data.
- 1.5. Deleted.
- 1.6. In case the tender for composite work includes in addition to main work/ building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc., the bidder apart from being a registered civil Contractor of appropriate class must associate himself for the said work with agencies of appropriate class those who is eligible to tender, electrical and horticulture works in the composite tender. Intending purchasers are required to produce documents viz. Contractor Registration Certificate, Pan card, Valid GST, of self and the contractor with whom associated for execution of Composite work for verification purpose in the later stage. Furnishing copy of such documents is mandatory along with the tender documents otherwise, his/ her bid shall be declared as non-responsive and thus liable for rejection. The Successful lowest Bidder is required to produce the originals of all the documents in the office of Block Development Officer, PATNAGARH for verification within 5 (five) days of opening of the financial bid. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1



Block Development Officer, Patnagarh

Contractor

bidder. The Successful bidder who has quoted less bid price/ rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the Block Development Officer PATNAGARH/ Bank Guarantee in favour of the Block Development Officer PATNAGARH from any Nationalized/ Schedule Bank in India Counter guaranteed by its local branch at PATNAGARH within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer, PATNAGARH to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

## 2. ELIGIBLE BIDDERS

- 2.1. This Bid is open to all Contractors of the class mentioned in the *Invitation for Bids* registered with the State Governments and Contractors of Equivalent Grade/ Class Registered with Central Government/MES/Railways for execution of civil works. The Bidders are required to enclose the proof of registration license from the registering authority. Contractors not registered with Government of Odisha, can participate in tender but have to subsequently register themselves with the appropriate registering authority of the State Government before award of work as preregistration norms of the state.
- 2.2. If the bidder has a relative employed as an Officer in the rank of an Assistant Engineer/ Under Secretary and above in the State Government of Odisha in the concerned Department, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also, if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.
- 2.3. He shall also intimate the names of persons who are working with him in any capacity or are Subsequently employed by him and who are near relatives to any gazette officer in the concerned department. Any breach of this condition by the contractor would render him liable for penal action for suppression of facts.
- 2.4. No Engineer of gazette rank or other gazette officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha is allowed to work for contractor for a period of two years after his retirement from Government service, without prior permission of the Government of Odisha in writing. Such a contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid before submission of the tender for engagement in the contractor's service.

Contractor

  
Block Development Officer, Patnagarh

### 3. QUALIFICATION CRITERIA:

3.1 The bid shall include following information and documents:

- a. Copy of valid contractor's registration certificate, PAN card, GST of self and the Contractor with whom associated for execution of Composite work should accompany the technical bid.
- b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory.
- c. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license, PAN, GST for executing the *electrical installation works/ mechanical works/ building electrification works*.
- d. Details of work under progress.
- e. Details of work for which bid submitted.
- f. The detailed list of plant and machineries to be employed by the bidder for use in this work is to be furnished as required Schedule-C

3.2 The Bidders are subject to be disqualified if they have

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

### 4. ONE BID PER BIDDER

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

### 5. COST OF BIDDING:

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

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

6.1 Every bidder is expected before quoting his rate to inspect the site of proposed



work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged cannot be entertained. Bidders are advised to satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of work.

- 6.2 The bidder, in preparing the bid, shall rely on site Investigation Reports referred to in the Contract Data, supplemented by any information available to the bidder.
- 6.3 The Officer inviting the bid/ Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder.

**B. BIDDING DOCUMENTS**

**7. GENERAL INSTRUCTIONS:**

- 1) The description of the work is as mentioned under Invitation for Bid.
- 2) The bids by the Tender Inviting Officer shall consist of general arrangements drawings or typical sections of the project. Bidder may be seen these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid will be open for inspection by the bidders. The bidder is required to study all the documents for preparation of his bid. It is assumed that while participating in the bid, the bidder has referred all the drawings and required data given in the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 3) The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and technical specifications, bill of quantities, forms, Annexes Schedule and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

**7. CLARIFICATION OF BIDDING DOCUMENTS:**

Contractor

  
Block Development Officer, Patnagarh

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

## 8. AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 Before the deadline for submission of bids, the officer inviting the Bid may modify the bidding documents by issuing addenda.
- 9.2 Any **addendum/ corrigendum** thus issued shall be part of the bidding documents and shall be notified in the website (<http://www.balangir.nic.in>)&notice board.
- 9.3 The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure.
- 9.4 To give **prospective** bidders reasonable time in which to take an addendum into account in preparing their bids, the Officer inviting the Bid if also happens to be the **Block Development Officer, PATNAGARH** with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of bids.

## C. PREPARATION OF BIDS

### 10. LANGUAGE OF THE BID:

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

### 11. DOCUMENTS COMPRISING THE BID:

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

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

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

A. Cost of "Bid Document" & "Bid Security" shall comprise

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

B. "Technical Bid" shall comprise.

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

C. "Financial Bid" shall comprise.

- (i) Priced Bill of Quantities (Tender Schedule)

### 12. PROPOSAL BY THE BIDDER:

12.1 For Item rate tenders the bidder shall fill in rates in figures and should not leave any cell blank.

- Page 2
- 12.2 In case of percentage rate tender, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ) and write percentage excess or less up to two decimal place only in the designated.
- 12.3 **(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion)**  
**(Revised/substituted as per Works Deptt. Office Memorandum No. 12366 Dt.8.11.2013)**  
If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on the merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the **Block Development Officer, PATNAGARH** and Tender Committee will remain present.
- 12.4 The bidder shall bid for the whole works as described in the Bill of Quantities. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of bill.
- 12.5 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the Conditions of Contract basic technical design as indicated in the drawing and specification. Conditional offer or alternative offers will not be considered in the process of bid evaluation.
- 12.6 In the case of any bid where unit rate of any item/ items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- 12.7 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, plant & services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- 12.8 The contractor shall confirm in all respects, by giving all notices and paying all fees, with the provisions of:
- (i) Any national or State Statue, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and remedying of any defects therein.
  - (ii) The rules and regulations of all public bodies and companies whose property rights are affected or may be affected in any way by the works.

### 13. CURRENCIES OF BID AND PAYMENT:

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

### 14. VALIDITY:

- 14.1. Bids shall remain valid for a period not less than 90 days or the period mentioned in the Contract Data, from the date of opening of tender as specified in the notice inviting the Bid. A Bid valid for a shorter period shall be rejected by the Block Dev. Officer, Titilagarh as non-responsive.

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14.2. In exceptional circumstances, prior to expiry of the original time limit, the Officer inviting the Bid may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without any risk of forfeiture of his bid security.

14.3. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.

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

15.1 The Bidder shall submit, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. Bidder intending to participate in the bid shall have to deposit their Earnest Money deposit/Bid Security of the amount specified for the work in the table Col. 6 of the Tender Call Notice, failing which the bid will be liable for rejection.

15.2 The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) as below has to be furnished in shape of Demand Draft/ Term Deposit Receipt pledged in favour of the Block Development Officer, PATNAGARH within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Development Officer, PATNAGARH to the Successful bidder otherwise the bid of the Successful bidder shall be cancelled the EMD/Bid Security shall be forfeited. Further proceeding for black listing shall be initiated against bidder.

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

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

Bid Security				
	To be submitted	Required E.M.D. as mentioned in Column 6		
Additional Performance Security				
	Amount	Sl	Range of difference between Estimated cost put to tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder.
		1	Below 5%	No additional Performance Security.
		2	From 5% and above and below 10%	50% of (Difference between Estimated cost put to tender and Bid amount.
		3	From 10% and above.	150% of (Difference between estimated cost put to tender and Bid amount.

15.3 combined bid security for more than one work is not acceptable.

15.4 In the case of schedule caste/schedule tribe contractors, Government Undertakings, Co-operatives Societies, Diploma or Degree holders in Engineering who are

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registered with the Government of Odisha, the rules framed by Government from time to time about Cost of Bid documents, Bid security, availing price preference facilities and performance security will apply.

- 15.5 The Bid Security may be forfeited
- a. If the bidder withdraws the bid after opening of the bid but within the period of validity.
  - b. If the Bidder seeks any revision of rates or back out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid.
  - c. If the Bidder fails to submit the original documents with in the stipulated date.
  - d. In the case of a successful bidder, if the bidder fails within the specified time limit to
    - (i) Sign the Agreement
    - (ii) Furnish the required Performance Security including additional performance security if any.

#### 15. (B) FORMAT AND SIGNING OF BID:

- a. The bidder can download/ purchasing the tender of his choice and undertake the necessary preparatory work offline and submit the completed tender at his convenience before the closing date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the bid document. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures, & words. The Bidders are advised to submit the completed Bid document well ahead of the last date & time of receipt.
- b. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc.
- c.
  - (I) The bidder should sign on all the documents, certificates submitted by him, owing responsibility for their correctness. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid Security shall stand forfeited and the bidder is liable to be blacklisted.
  - (II) However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents and Additional Performance Security within the stipulated date as defined in tender call notice, his bid security shall be forfeited.

#### D. SUBMISSION OF BIDS

16.1(I) The bid shall require all the mandatory forms and filled up by the contractor before submission of the bid/ tender.

16.1(II) The bidder shall carefully go through the tender and prepare the required documents. The bid generally consists of GST, / PAN, Registration Certificates, Affidavits, Joint venture agreement along with other required documents as per Instruction to the bidder, Works in hand, List of machineries along with any other information required by OIT.

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

16.2 In case of item rate tender, bidders shall fill in their rates other than zero value in the

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specified place without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of work put to tender. The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the **Block Development Officer, PATNAGARH/** Bank Guarantee in favour of the **Block Development Officer, PATNAGARH** from any Nationalised/ Schedule Bank in India Counter guaranteed by its local branch at Balangir within 7 (Seven) days of issue of letter of acceptance (LOA) by the **Block Development Officer, PATNAGARH** to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for black listing shall be initiated against the bidder.

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

#### 17. DEADLINE FOR SUBMISSION OF THE BIDS:

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

#### 18. LATE BIDS:

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

#### 19. MODIFICATION AND WITHDRAWAL OF BIDS:

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

### E. OPENING AND EVALUATION

#### OPENING OF THE BID:

- 20.1. Bid opening dates are specified in the DTCN or can be extended vide corrigendum. These dates are available in IFB i. e, in tender document (DTCN).
- 20.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/ Engineer-in-Charge, the bids will be opened at the same time on the next working day.
- 20.3. The Additional Performance Security shall be verified regarding the genuineness of the financial instruments from the concerned banks / Post Offices of branch of the banks / post offices.
- 20.4. Combined bid security for more than one work is not acceptable.
- 20.5. The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the **Block Development Officer, PATNAGARH/** Bank Guarantee in favour of the **Block Development Officer, PATNAGARH** from any Nationalised/ Schedule Bank in India Counter guaranteed by its local branch at **PATNAGARH** within 7 (Seven) days of issue of letter of acceptance (LOA) by the **Block Development Officer, PATNAGARH** to the successful bidder otherwise the bid of the successful bidder shall be

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cancelled and the EMD/ Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

20.6. The evaluation of all the bids will be taken up only as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the lowest bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder/contractor.

20.7. Deleted

21. **PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the officer inviting the bid, processing of bids or award decisions may result in the rejection of his bid. The authority inviting bid may reserve the right to accept any additional document. The bidder will respond in not more than 7 (Seven) days of issue of the clarification letter, for failing which the bid of the bidder will be evaluated on its own merit.

22. **CLARIFICATION OF BIDS:**

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

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

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

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

23.2 Deleted.

**F. AWARD OF CONTRACT**

24. **AWARD CRITERIA:**

- a) The officer in charge will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated price.
- b) The Employer shall notify acceptance of the work prior to expiry of the validity period by confirmed by registered letter. This letter of acceptance will state the sum that the Block Development Officer, PATNAGARH will pay the contractor in consideration of execution completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- c) On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Block Development Officer, PATNAGARH.
- d) Competent Authority on behalf of Governor of Orissa reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- e) The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.

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

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

The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned on DTCN, his bid security shall stand forfeited.

#### RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

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

#### 26. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

(a) The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(b) The bidder shall within 7 (Seven) days of issue of letter of acceptance, furnish the Performance security in the prescribed form & the work programme & shall sign the agreement in prescribed format, failing which the Block Dev. Officer, PATNAGARH shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid Security absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

Following documents shall form part of the agreement.

- i) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security including additional performance security.
  - ii) Standard Bid Document P.W.D Form F2/P1 as the case may be
- (c) The letter to proceed with the work shall be issued by Block Dev. Officer, PATNAGARH only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security and additional performance security in accordance with the provisions of the agreement.

#### 27. CORRUPT OR FRAUDULENT PRACTICES:

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



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## DETAILED TENDER CALL NOTICE

1. The Percentage tender rate bids are invited in Single cover system from "C"&"B"Class contractors registered with the State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of Composite Building works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. FORM P-1 for the work "CONSTRUCTION OF DAY CARE SUB-CENTRE CUM HEALTH & WELLNESS CENTRE AT PANDAMUNDA UNDER PATNAGARHBLOCK FOR THE YEAR 2023-2024 of Balangir Dist.(Civil,El,PH)" at an estimated cost of Rs. 38,15,110.00 (Rupees Thirty eight lakhs fifteen thousand one hundred ten)only.
  - (a) This tender is on Composite basis and only tenderers with sound financial background capable of investing required amount for advance procurement of all materials required for the work need apply. Department shall not supply any material at all for the work.
  - (b) This detailed Tender Call Notice along with the clauses mentioned here in shall form a part of the contract and agreement.
  - (c) Contractor not registered with Government of Odisha, can participate but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
2. The bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website (<http://www.balangir.nic.in>)
3. The Bid documents will be available in the website: (<http://www.balangir.nic.in>) from Dt.06.05.2023 to 16.00 Hours of Dt.25.05.2023.
4. The bid documents will be opened by the assigned officer in the office of the Panchayat Samiti, PATNAGARH at 10.00 A.M Hours on Dt. 26.05.2023 in the presence of the bidders or their authorized representatives.
5. Bid must be accompanied with Earnest Money deposit/ Bid security and cost of Bid documents of the amount specified at Column.06 & 07 of the Tender Call Notice. As for OM No. 5894 Dt. 27.04.2021 of Works Deptt. Failing which the bid will be liable for rejection.
6. The Bids will be opened at 10.00 A.M Hours on Dt.26.05.2023 in the office of the Panchayat Samiti, PATNAGARH in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids. 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. Contractor exempted from payment of EMD will be able to participate in the tender attached with documentary evidences in shape of affidavit towards his eligibility for such exemption.
8. The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the Block Development Officer, PATNAGARH from any Nationalised/Schedule Bank in of the Block Devevelopment Officer, PATNAGARH within 7 (Seven days) of India Counter guaranteed by its local branch at PATNAGARH.

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issue of letter of acceptance (LOA) by the Block Development Officer, PATNAGARH to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

9. Self attested photo copies of following documents: -
- i) Registration certificate as per clause-2 of DTCN & Registration Certificate of associates.
  - ii) Joint venture deed with eligible registered electrical contractors along with other relevant documents for composite Building
  - iii) GST and PAN as per DTCN.
  - iv) Schedule 'E' as DTCN
  - v) Schedule 'F' as of DTCN
  - vi) No relation certificate Other required schedule-A information as per DTCN
  - vii) Furnishing of such documents along with the Bid is mandatory otherwise, his/ her bid shall be declared as non-responsive and thus liable for rejection and action to be taken.
10. The contractors registered with State Government and contractors of equivalent Grade/ class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works can put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. The Civil Contractor in order to take part in the Composite tender should enter into a joint venture agreement for that work with eligible Registered Electrical Contractors (Associate with the joint venture) and a copy of such agreement for the work after due registration should be attached with the Tender along with documents viz. Contractor Registration Certificate, Pan card, GST, of self and the contractor with whom associated for execution of Composite work. Furnishing copy of such documents is mandatory along with the tender documents otherwise, his/her bid shall be declared as non-responsive and thus liable for rejection. If the Civil Contractor is having registration in P.H. and Electrical works under the same name and style, the question of joint venture does not arise. Successful bidder who has not registered under State Government has to register under the appropriate registering authority of the State Government of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state. The tender papers shall bear signature of authorised person of the tenderer, the letter of authorisation should accompany tender papers. The authorisation should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, P.H and Electrical Items of work to the Block Development Officer, PATNAGARH.
- (i) The contract will be drawn in PWD P1 Contract form & will constitute 3 parts as follows:

- |     |          |                               |
|-----|----------|-------------------------------|
| (a) | Part-I   | For Civil items of works      |
| (b) | Part-II  | For Electrical items of works |
| (c) | Part-III | For P.H items of work.        |

The contract shall be drawn & signed by **Block Development Officer, PATNAGARH** on behalf of the Governor of Odisha.

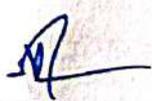
11. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
12. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.

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13. The work is to be completed in all respects within 06(Six) calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work including E.I. & P.H. work (both internal and external) immediately after issue of work order for approval of **Block Development Officer, PATNAGARH**
14. All tenders received will remain valid for a period not less than 90 days or the period mentioned in the contract data, from the date of opening of tender as specified in the notice inviting the Bid. A bid valid for a shorter period shall be rejected by the Block Development Officer, PATNAGARH as non-responsive. Validity of tenders can also be extended if agreed by the tenderers and the Department.
- 15.
- In the case of Item Rate Tenders, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ). The bidder shall write his rates in figure only in the rate column of respective items without any blank cell in the rate column.
  - In case of percentage Rate tenders, the bidder shall write his name in the space provided in the specified location in the Bill of Quantities (BOQ) of the financial bid. Only percentage quoted shall be considered. Percentage rate quoted by the Contractor shall be accurately write in the specified location, so that there is no discrepancy. The percentage rate quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess. The Contractor will write percentage excess or less up to two decimal place only. Bills for percentage rates tender shall prepared at the estimated rate for individual item only and percentage excess or less shall be added or subtracted from the gross amount of the bill. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of Payment of Bill. If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on the merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/ their authorized representatives, the Block Development Officer, PATNAGARH and Tender Committee will remain present. (Amendment to Appendix-IX, Clause-36 of OPWD Code Vol-II by inclusion) (Revised/ substituted as per Works Deptt. Office Memorandum No. 12366 Dt.08.11.2013)
16. Every page of the D.T.C.N., tender paper to be signed by the tenderer during agreement.
17. The tendered shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the agreement to be entered in to, by the accepted tenderer and detailed specifications for Odisha, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.
18. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.
19. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour

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and food stuff etc. and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorised subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. Every bidder is expected before quoting his rate to inspect the site of proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints in future date that the availability of materials at quarries has been misjudged can not be entertained.

20. (Amendment to Para 3.4.16(a)(vii) of OPWD Code Vol-I by substitution) (Revised/substituted as per Works Deptt. Office Memorandum No.12366 dt.8.11.2013) For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of materials supplied. The contractors would however be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides the bidder would be required to submit the details of quarry for procurement while submitting the bid.
21. The tender should be accompanied with the attested true copies of the valid Registration certificate, GST, and PAN card which are mandatory. The bidder shall carefully go through the tender and prepare the required documents of DTCN of Instruction to bidder for and the originals of all scanned documents of the successful lowest bidder only are to be produced within 5 (five) days after opening of Cover-II of the tender in the offices of the panchayat Samiti Titilagarh for verification otherwise his/her bid shall be declared as non-responsive and he/she will be debarred in future from participating in tender for 3(three) years and will be blacklisted by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder along with the required Additional Performance Security. The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the Block Dev. Officer, PATNAGARH/ Bank Guarantee in favour of the **Block Development Officer, PATNAGARH** from any Nationalised/Schedule Bank in India Counter guaranteed by its local branch at PATNAGARH within 7(Seven days) of issue of letter of acceptance (LOA) by the **Block Development Officer, PATNAGARH** to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.
22. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the tender Call Notices. Any change in the wording will not be accepted.
23. Letters found in the tender documents raising or lowering the rates or dealing with any point in connection with the tender and regarding adjustment. or any other matter will not be considered.
24. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
25. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.P.W.D. Code the earnest money will be refunded to the



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unsuccessful tenderers on application after completion of the tender process. The retention of E.M.D. with the Department will carry no interest.

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

The bidder has to furnish performance (Earnest Money Deposit) @1% of Tender amount in shape of TDR. After successful bidder, he has to submit initial security deposit @ 1% of the quoted amount in form of Deposit receipt of any Scheduled Commercial Bank in India / KissanVikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the Block Development Officer, **PATNAGARH** payable at **PATNAGARH** before signing the agreement in the P.W.D. form No. P-1 (Schedule XLV No. 61) for the fulfilment of the contract in the office of the Panchayat Samiti, **PATNAGARH** for civil, EI & PH component respectively as directed. The amount of security deposit withheld according to the provision of P-1 agreement shall be retained as security for the due fulfilment of this contract along with the additional performance security as mentioned in the DTCN duly pledged in favour of the Block Development Officer, **PATNAGARH** payable at **PATNAGARH** in accordance with the provisions of the agreement. Standard P.W.D. Form P1 with latest amendments.

Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money). No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The security will be refunded after Six months of completion of the work and payment of the final bill will not carry any interest.

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

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

27. The contractor should be liable to fully indemnify the Department for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

28. Tenderers are required to liable by fair wages clause as introduced by Govt. of Orissa, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5), Dt.27-9-61.

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

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- a) Rent royalties, cess and other charges of materials, Octroi taxes including Ferry tolls, conveyance-charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to Govt. for temporary occupation of land owned by govt. at the site of the work for Bonafede use of the land for work and all such construction of temporary nature by the contractor shall be done after Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of the work at no extra cost.
  - b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K-Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
  - c) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
  - d) Arrangement of suitable water supply including pipe water supply where available for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained.
  - e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
  - f) Suitable safety equipments and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
  - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order to project the public and employees from accident has to be provided by the Contractor at his own cost.
  - h) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
  - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
30. No payment will be made for layout, benchmark, level pillars, profiles and benching and levelling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work
31. After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and this should be inclusive in the rates. No extra payment will be made to the Contractor in this account.
32. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
33. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order no.44150, Dt.25-11-57.
34. No part of the contract shall be sublet without written permission to the Block Development Officer, PATNAGARH or transfer be made by the power of attorney authorising others to receive payment on contractor's behalf.



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35. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection

36. No Relation certificate

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

37. PAYMENT FOR VARIATION IN PRICE (Clause-31 of F2/P1 Contract)

(Vide Works Department Memorandum No.15847 Dt.19.11.2019) Clause 31: Price Adjustment

37.1: Contract price shall be adjusted for increase or decrease in rates and price of labour, materials fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

- a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- b) The price adjustment shall be determined during each month from the formula given in the following Paras.
- c) Following expressions and meanings are assigned to the work done during each months:

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

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

The formula (e) for adjustment of prices are:

38. (a) (i) Adjustment of Other materials Component

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

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

VM Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

Mo The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

M1 The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

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Pm Percentage of local material component (other than cement, steel, Bitumen and POL) of the work.

38 (a)(ii) Adjustment for Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$$

Vc Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement.

C0 The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C1 The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Pc Percentage of Cement Component of the work.

38 (a)(iii) Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of Steel procured by the contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0$$

Vs Increase or decrease in the cost of work during the month under consideration due to changes in the rate for steel.

S0 The all India wholesale price index for steel (Mild steel long products) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S1 The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

Ps Percentage of Steel Component of the work.

Note: For the application of this clause, index of (Mild Steel long products) has been chosen to represent steel group.

38 (a)(iv) Adjustment for Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_1 - B_0) / B_0$$

Vb Increase or decrease in the cost of work during the month under consideration due to changes in the rate for Bitumen.

B0 The official retail price of bulk bitumen at the IOC/BPCL depot at nearest centre on the day 28 days prior to date of opening of Bids,

B1 The official retail price of bulk bitumen at the IOC/BPCL depot at nearest centre for the 15th day of the month under consideration

Pb Percentage of Bitumen Component of the work.

38 (a)(v) Adjustment towards differential cost of pipes

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$$V_{pi} = 0.85 \times P_{pi} / 100 \times R \times (Pi_1 - Pi_0) / Pi_0$$

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- Vpi Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.
- Ppi Percentage of Pipe Component of the work,
- Pi1 All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi
- Pio All India wholesale price index of pipe on 28 days preceding the date of opening of the bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

38 (b) Adjustment for Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$VL = 0.85 \times PI/100 \times R \times (L1 - L0)/L0$$

VL Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L0 The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L1 The minimum wages for unskilled labour as notified by Government of Odisha as prevailed on the last date of the month previous to the one under consideration

PL Percentage of labour Component of the work.

38 (c) Adjustment of POL (fuel and lubricant) Component

Price adjustment for increase or decrease in the cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$Vf = 0.85 \times PI/100 \times R \times (F1 - F0)/F0$$

Vf Increase or decrease in the cost of work during the month under consideration due to changes in the Rates for fuel and lubricants.

F0 The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC/BPCL/HPCL at nearest centre on the day 28 days prior to the date of opening of Bids,

F1 The official retail price of HSD at the existing consumer pumps of IOC/BPCL/HPCL at nearest centre for the 15th day of the month under consideration

Pf Percentage of fuel and lubricants Component of the work.

Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

38 (d) Adjustment for Plant and Machinery Spares Component

Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$Vp = 0.85 \times Pp/100 \times R \times (P1 - P0)/P0$$

Vp Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares.

P0 The All India Whole sale price index for manufacture of machinery for mining, quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi,

P1 The All India Whole sale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi,

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Pp Percentage of plant and machinery spares Component of the work.

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has been chosen to represent Plant and machinery Spares group.

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series. Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series.

SI No.	Item in WPI 1993-94 series	Item in WPI 2004-05 Series	Item in WPI 2011-12 series
1	Cement	Grey Cement	Ordinary Portland cement
2	Bars & rods	Rebars	Mild steel long products.
3	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction

### 38 (e) APPLICATION OF ESCALATION CLAUSE:

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 authorised representative of Government and further, shall at the request of the Engineer-in-Charge, furnish document 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 POL give notice thereof to the Engineer- in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Percentage Table

SI No.	Category of works		% Component (cost wise)		
			Labour (PL)	POL (Pf)	Steel (Ps)+Cement (Pc) + Bitumen (Pb)+Pipes (Ppi)+ Plant & Machinery Spare & Component (Pp) + Other Materials*
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	5	5	90
		Building works	5	5	90
2	Irrigation work (% of Component)	Structural work	5	5	90
		Earth, canal & Embankment work	5	5	90

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3	P.H. work	Structural work	5	5	90
		Pipeline work	5	5	Pipe – 70% Machinery + Other material - 20%
		Sewer Line	5	5	Pipe – 70% Machinery + Other material - 20%

\*Note: - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen, Pipe and Plant & Machinery Spare Component in the concerned works and shall be provided in the bid document in shape of "Schedule of Adjustment Data" as on "Appendix to Bid" (enclosed herewith).

Appendix to Bid Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each. Steel, cement, pipes, other Materials and Machinery shall contribute to 90% of price adjustment and shall be calculated for each work separately during preparation of estimate shall be approved by the authority during technical sanction as a "Schedule of Adjustment Data" and shall form part of the Bid Document]

Cl.No.38 of F2/P1 Contracts SI No.	Index Description	Source of Index	Base Value *	Base Date *	Weightage of Item**
38(a)(i)	Other materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			
38(a)(ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			
38 (a)(iii)	Steel	Whole sale price index for Steel (Mild Steel-Long Products) as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			
38 (a)(iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOC/HPCL depot.			
38 (a)(v)	Pipes	Whole sale price index for the type of Pipe under consideration, as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry,			
38 (b)	Labour	Minimum Wage notified by the Labour and Employee's State Insurance Department of Government of Odisha, India			5%
38 (c)	POL	Official retail price of HSD at the nearest IOCL/HPCL/BPCL depot.			5%

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38 (d)	Plant and Machinery	Whole sale price index for Manufacture of Machinery for Mining, Quarrying and Construction as published by the office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.		
			Total	100%

\* Values to be filled up at the time of drawal of contract

\*\* Values to be filled up in the bid document

39. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I, II, III, IV & VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.2505, I.S.2006, I.S.2514, I.S.4656.
40. Shuttering & centring shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
41. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department will have the right to inspect the scaffolding, centring and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centring and shuttering shall be the responsibility of the Contractor regarding compensation of all claims thereof.
42. Cement Concrete should be machine mixed by weight by means of concrete mixture/batching plant confirming to relevant grade and approved by the Engineer-in-charge for all types of concrete works. The Contractor should arrange his own batching plant concrete mixer appropriate vibrators, pumps, etc. for this purpose at his own cost and departmental machinery If available only may be utilised on payment of necessary hire charges as detailed in clause of recovery sheet on necessary requisition.
43. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
44. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the Department. The department is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work he shall have to pay the full penalty as per clauses of the contract.
45. Approach Road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
46. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
47. The contractor shall properly co-ordinate with the execution of P.H. and Electrical works and takes care of the safety of workers.
48. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Block Dev. Officer, PATNAGARH.



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49. No claim whatsoever will be entertained for supply of machineries.
50. The tenders should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of Schedule-H.
51. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last Five years, prior to the date of the bid shall be debarred from qualification. The tenderer must submit the required information in schedule-E of the DTCN the tenderer is to furnish an affidavit (in original) in the specified format as per Schedule-F of the DTCN regarding authentication of tender documents & information about any litigation & Bank guarantee etc. Non-furnishing of the information in Schedule - E and required affidavit in Schedule - F(Original), the tender will be liable for rejection.
52. It should be clearly understood that:
- The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge. No payment shall be made for the lapping/welding of M.S/Tor steel reinforcement.
  - Concrete test specimens 150mm x 150mm x 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence of responsible officer of the rank not lower than that of an Assistant Engineer or sub- Divisional Officer. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar/ Balangir. Test should be carried out in accordance with the stipulation in Bridges code section- III.
  - 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.
  - Plain concrete and reinforced concrete specimens will be tested in Government Test Houses or Control and Research Laboratory at Cuttack/ Bhubaneswar/ Balangir. Cost of testing of all specimens and samples will be borne by the Contractor.
53. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
54. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs.2, 50,000.00. The apprentices will be selected by the Block Dev. Officer, PATNAGARH. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Block Dev. Officer, PATNAGARH in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
55. List of tool & plants in running condition in possession of contractor is to be furnished in a separate sheet of Schedule-C.
56. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
57. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
58. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

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59. The Estimated Cost is excluding GST and including CESS, Royalty and Cost of Conveyance. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates. GST as applicable on Works Contract shall be paid over the bill amount at the time of payment of Bill.
60. It must be clearly understood that under no circumstances any interest is chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.
61. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
62. Additional performance Security: (Amendment to Para 3.5.5(v) Note-ii of OPWD Code Vol-I by modification) (Revised/substituted as per Works Deptt. Office Memorandum No.4559 Dt.05.04.2021)

The Successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of TDR in favour of the Block Dev. Officer, PATNAGARH/Bank Guarantee in favour of the Block Dev. Officer, PATNAGARH from any Nationalised/Schedule Bank in India Counter guaranteed by its local branch at PATNAGARH within 7 (Seven) days of issue of letter of acceptance (LOA) by the Block Dev. Officer, PATNAGARH to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the EMD/Bid Security shall be forfeited. Further processing for blacklisting shall be initiated against the bidder.

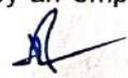
If the contractor fails to complete the work, the amount so furnished as Additional Performance Security will be forfeited in addition to the other penal clauses, if any, to be imposed.

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

Additional Performance Security			
Amount	Sl No	Range of difference between estimated cost put to tender and Bid amount.	Additional Performance Security to be deposited by the successful bidder.
	1	Below 5%	No additional Performance Security.
	2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
	3	From 10% and above.	150% of (Difference between estimated cost put to tender and Bid Amount)

64. **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 Engineer.Incharge.
65. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Orissa. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Orissa may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the

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Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91) The required certificate is to be furnished in the Performa contained in a separate sheet vide Schedule-B

66. An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers.
67. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion M-15 and M-20 having a minimum compressive strength (in work test) 150Kg/200Kg: per Cm<sup>2</sup> in 15 Cm cubes at 28 days, after mixing and test conducted in accordance with IS 456/2000 and IS 516 using 12mm to 20mm. size hard black crusher broken granite chips (20mm size not be exceed 25%).
68. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and levelling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work.
69. It should be understood clearly that no claims whatsoever would be entertained.
70. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd. 25.11.57.
71. The Contractor will have to submit to the Block Dev. Officer, PATNAGARH for monthly return of labour both skilled and unskilled employed by him on the work.
72. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
73. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspector.
74. The Tenderer has to furnish along with the tender.
  1. a list of works, which are at present in their hand
  2. list of T&P and
  3. list of work executed in the prescribed Performa enclosed.
75. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
76. Deleted.
77. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples are to be tested at Government Test house or at Control and Research Laboratory Cuttack /Balangir at the cost of the Contractor with no extra cost to the Department work due for civil work.
78. If there is any damage to the to natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 12 months after completion of work or if any, imperfection becomes apparent to the work within 12 months from the date of final certificate of completion of work the contractor shall make good of all such damages at his own cost with no extra cost to the Department. No claims, whatsoever, in this regard will be entertained.
79. The fly ash bricks should be well made and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
80. Under Section 1 of contract labour Regulation and Abolition Act 1970 the contractor who undertakes execution of work through labour should produce valid licence from the licensing authority of labour Department.

Contractor

  
Block Development Officer, Patnagarh

81. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventualily of difference for co-efficient for lineameasurements.
82. Engineering contractors excepting those claiming exemption with production of affidavit, should furnish E.M.D as specified in the Tender Notice failing which the tender will be summarilyrejected.
83. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Orissa and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Orissa.
84. **SPECIAL CONDITIONS (PART OF THE CONTRACT)**

- (i) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.
- (ii) The tests have to be planned & carried out such that the progress of work is nothampered
- (iii) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
85. In case of ambiguity between clauses of this D.T.C.N. and the P1 contract form, the relevant Clauses of the P1 contract form shall prevail over the D.T.C.N. The clauses not covered under P1 contract form shall be governed by the clauses of the D.T.C.N.
86. 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.
87. Schedule of quantities is accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
88. In case of any complaint by the labour working about the non payment or less payment of his wages as per latest minimum Wages Act, the Addl. E.O. (Tech), ZP 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 Addl. E.O. (Tech), ZP is final and binding on the contractor.
89. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
90. If the contractor removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
91. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.

