



NOTIFIED AREA COUNCIL, KUCHINDA

DETAILED TENDER CALL NOTICE (DTCN)

FOR

“CONSTRUCTION OF AUDITORIUM AT KUCHINDA NAC”

ESTIMATED COST: Rs. 50,22,206.00

Tender/Bid Reference No. KCDA-NAC- 08 /2017-18 Dt. 12/12/2017



OFFICE OF THE NOTIFIED AREA COUNCIL, KUCHINDA “e” Procurement Notice

No: 1919/NAC Dt. 12/12/2017

BID IDENTIFICATION NO. KCDA-NAC- 08 /2017-18

1. The Executive Officer, Kuchinda NAC, Kuchinda, invites **Percentage Rate** bids for the following works detailed in the table from the Class of Contractors as mentioned in Col.7 of table registered with the State Governments and contractors of equivalent Grade/Class registered with Central Government/ MES/ Railways/ Kuchinda NAC for execution of Civil Works. The bidders may submit bids for any or all of the works in the Table as enclosed separately.

Sl. No	Name of work	Estimated cost in Rs.	Cost of Tender Paper in Rs.	EMD 1% of the Estimated Cost in Rs.	Period of completion	Class of Contractors
1	2	3	4	5	6	7
1	CONSTRUCTION OF AUDITORIUM AT KUCHINDA NAC	50,22,206	10,000	50,222	6 (Six) Months	“B” & “A”

2. The Estimated Cost/ unit shown in the BOQ are including 1% Cess and 12 GST as per OPWD Code-Vol-1 Para 6.3.2.
3. 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: www.tendersorissa.gov.in.
4. Bid must be accompanied with scanned copies of financial instruments towards cost of bid documents in shape of **Demand Draft** issued from any Nationalized Scheduled Bank may be prepared in the name of the **Executive Officer, Kuchinda NAC, Kuchinda** payable at **Kuchinda** for cost of tender paper for each Bid respectively as mentioned in Column.4.
5. Bids must be accompanied by scanned copies of Financial instruments towards E.M.D. of the amount specified for the work in table Culmn.5 in the form of **Fixed Deposit in Nationalize Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Post Office Time Deposit pledged in favour of Executive Officer, Kuchinda NAC, Kuchinda..Tenders not accompanied by E.M.D. as specified above will not be considered.** No adjustment of E.M.D. from one work, to another will be entertained. Bidders desirous to hire machineries or equipments from outside the State are required to furnish 2% of the amount put to tender as Bid security.
6. The **Bid documents will be available** in the website: www.tendersorissa.gov.in from **1 0 .00 A.M of 15.12.2017 to 5.00 P.M of 30.12.2017 for online bidding.**
7. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.
8. Bids shall be received only “on line” on or before **1.00 P.M of 30.12.2017.**
9. Bids received on line shall be opened at **10.00 A.M. on 08.01.2018** in the office of the

Executive Officer, Kuchinda NAC, Kuchinda in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. 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.

10. After the date & time of receipt of bid is over, the original financial instruments towards Bid security and Demand draft towards cost of Bid documents shall be submitted in the office of the undersigned on or before date & time of opening of Bid as specified at Para 08 above, during office hours on working days failing which the bid will be rejected.
11. The Engineer contractor willing to avail the Exemption of E.M.D will submit the scan copy of **affidavit to the effect that the he has not yet availed the facility /participated in the tender for more than two works(Excluding this work) during the current financial year.** The name of work which participated and the authority to whom the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected. Also he should submit the original affidavit, original engineering license certificate in the office of the undersigned on or before date & time of opening of bid as specified Para-8 above during office hour on working days for recording necessary entry for exemption of EMD failing which the bid shall be rejected.
12. The original documents of scan copies furnished in e-tendering process by the bidder shall be submitted within 3(three) days of opening of the tender for verification so-motto failing which the tender will be considered as Non responsive.
13. Other details can be seen in the bidding documents.
14. If the % rate quoted by any bidder for any of the above mentioned work is lower than or equal to 15% less(-), then such bid shall be rejected and the tender shall be finalized based on merits of the 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, the tender shall be finalized through a transparent lottery system, where all such bidders/their authorised representatives will remain present.
15. **Amendment to Para-3.5.5 (V) of OPWD Code, Vol-I by modification Note-(I) – “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/rate 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 Demand draft / Term deposit Receipt pledged in favour of Executive Officer, Kuchinda N.A.C., Kuchinda by the L-1 (first Lowest) tenderer within 07 (seven) days of receipt of intimation from the office ,otherwise the bid shall be cancelled and the security deposit shall be forfeited . Further proceeding for blacklisting shall be initiated against bidder”. Failing which the bid of the L-1 tenderer will be treated as disqualified and the next eligible bidder will be called for.**

Insertion of another ground for blacklisting of contractor-“Non submission of Additional Performance Security (APS) within stipulated period in pursuance to Works Department Office Memorandum No. 14299/W dt.03.10.2017” as Sub-Rule-“g” under Rule-A of Appendix –XXXIV of OPWD Code Vol-II.

16. The bid shall remain valid for a period of 120 days from the date of opening of Price Bid. Subsequent extension of validity of tender of the L1 eligible bidder shall be subject to mutual consent of the respective bidder and Executive NAC, Kuchinda
17. If any site problem arises regarding land acquisition during layout, the authority will not be

responsible.

18. The authority reserves the right to cancel any or all bids without assigning any reason.
19. **The Bid document shall contain scan copy of (i) Registration Certificate, (ii) PAN, (iii) GST Certificate , (iv) Cess Certificate from Dist. Labour Office (v) Litigation Certificate (Appendix-A) (vi) Affidavit (Appendix-B) ,(vii) Experience Certificate,(Appendix-C) (viii) List of T & P (Appendix-D), (ix) No Relation Certificate (Appendix-E) (x) Bank details of the Beneficiary (xi) Work Performance Certificate / Completion Certificate,other document required as per DTCN must be furnished online at the time of Bidding in the prescribed format and special condition if any cover-I .**
20. Price bid shall be submitted in cover-II of online bidding.
21. **Work performance certificate of last three financial years equivalent to 30% of the cost of the tender (single work) should be furnished. The work performance certificate must be issued by the rank of Executive Engineer or above.**
22. **Bids documents one set of all documents as mention above shall be received on or before 5.00 P.M of 6.01.2018 after that time bids documents shall not be received without assigning any reason.**

Sd/-
Executive Officer
Notified Area Council, Kuchinda

Memo No.1920 /NAC Date. 12/12/2017

Copy submitted to the Inspector of Local Works–cum -Executive Engineer P.H Division Sambalpur for information & with a request to display this notice in his office notice board for circulation.

Sd/-
Executive Officer
Notified Area Council, Kuchinda

Memo No. 1921/NAC Date.12/12/2017

Copy submitted PA to Collector & DM,Sambalpur / PD, DRDA Cum PD, DUDA/DD, DPMU of Sambalpur for favour of kind information & with a request to display this notice in his office notice board for circulation.

Sd/-
Executive Officer
Notified Area Council, Kuchinda

Memo No.1922/NAC Date. 12/12/2017

Copy forwarded to Chairperson/Vice-Chairman, N.A.C, Kuchinda for favour of kind information.

Sd/-
Executive Officer
Notified Area Council, Kuchinda

Memo No.1923 /NAC Date. 12/12/2017

Copy forwarded to the Sub-Collector, Kuchinda / Block Development Officer, Kuchinda / Project Administrator, ITDA, Kuchinda /Assistant Engineer, R&B/RD/MI for information & with a request to display this notice in their respective office notice board for wide circulation.

Sd/-
Executive Officer
Notified Area Council, Kuchinda

Memo No.1924/NAC Date. 12/12/2017

Copy forwarded to the DIO, NIC, Sambalpur for information & with a request to upload the same in the district website / The Project Manager, TCS, e-Municipality Project with a request to upload the same in the <https://www.ulbodisha.gov.in> web portal of Kuchinda NAC.

Sd/-
Executive Officer
Notified Area Council, Kuchinda.

Memo No.1925/NAC Date.12/12/2017

Copy forwarded to the Advertising Manager the Samabd, Sambalpur edition (Odiya Daily) / The New Indian Express, Sambalpur edition (English Daily) to publish the following matter on or before **14.12.2017** in their news paper for one day at a minimum cost & submit one copy of publication in for reference & copy in duplicate along with the bill within 7 days for payment.

Sd/-
Executive Officer
Notified Area Council, Kuchinda

DETAILED TENDER CALL NOTICE

INSTRUCTION TO TENDERERS:

1. Tenderers should be registered as contractor of appropriate class P.W.D. /R.D. / Water Resources/P.H.D of Government of Orissa/ Kuchinda NAC/Central Government/MES/Railways.
2. Only those tenderers who are willing to accept all the terms & condition of his detailed tender call notice need submit the tenders.
3. Upon acceptance of tender the successful tenderer or shall within a period of ten days from the date of written information of acceptance of the tender deposit a sum of such amount towards initial security as would together with the earnest money make two percent of the cost of the work as per the accepted tender and sign item rate agreement in the contract form of Kuchinda NAC in the office of the Kuchinda NAC. Failure to deposit his additional amount towards initial security deposit or to sign the contract within the stipulated time will make the earnest money deposit of the tendered liable to forfeiture and acceptance of this tender shall be treated as with-drawn.
4. The written item rate of agreement of Kuchinda NAC to be entered into between successful tendered herein after called the contractor and the Kuchinda NAC shall be foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has been first signed by the contractor and then by the proper officer authorized to enter in to the contract on behalf of the Kuchinda NAC.
5. The acceptance of the tender and award of the contract to more than one contractor if considered necessary will rest with the Executive Officer, Kuchinda NAC who does not bind himself to accept the lowest tender and will reserve to himself the authority to reject any or all of the renderers received without assigning any reason thereof.
6. The earnest money deposit of the tenders who are not awarded with the work will be refunded on receipt of written request.
7. Submission of scanned copies of certificate/documents.
The Bidder has to submit scanned copies of the following certificate and documents.
(i) Registration Certificate, (ii) PAN, (iii) GST Certificate , (iv) Cess Certificate from Dist. Labour Office (Affidavit) (v) Litigation Certificate (Appendix-A) (vi) Affidavit (Appendix-B) ,(vii) Experience Certificate,(Appendix-C) (viii) List of T & P (Appendix-D), (ix) No Relation Certificate (Appendix-E) and Check list are available in DTCN
8. Submission of other required certificate.
The Bidder is required to submit certificate in prescribed forms.
 - a. Information regarding current litigation, debarring expelling of tender or abandonment of work by me. **(Appendix-A).**
 - b. 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 Urban local bodies. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Appendix-E.**
 - b. The bidder is to submit along with bid regarding his experience on successfully completed similar nature of works (civil engineering work of any nature) costing minimum 20% of work value of single work or 40% of work value of two works, during the period from 1.4.2013 to till date (i.e. last date of submission of Bid) in **Appendix-C.** In this connection scanned copy of such certificate issued by respective competent

authorities also required to be furnished with tender along with Appendix-C. It may be categorically made clear that copies work order/agreement made in connection with any work will not be taken in to consideration as experience under any circumstances.

- d. Details list of Tools & Plant to be deployed on the work. **(Appendix-D)** The Contractors are required to furnish evidence of ownership of principal machineries/equipments.

The bidder is to furnish scanned copy an affidavit at the time of submission of bid about the authentication of bid documents. Non submission of Affidavit to this effect is to be furnished in **Appendix-B** the bid document will be summararily rejected.

9. All the rates & prices in the tenders shall cover all taxes viz. central or state sales tax, octroi /cess and any other local taxes tollage charges & royalties and any other charges. The tender will not be considered unless accompanied with scanned copies of **valid License, GST Certificate/PAN Card**.
10. Tender containing extra conditions not covered by the conditions here-in-before and here-in-after provide and quoting rate on units different from those prescribed in the tender schedules will be liable for rejection. No tender will be permitted to furnish tender in their own manuscript form.
11. In this case of percentage rate tenders, only percentage at par / excess / less of the grand total estimate value put to tender for the whole composite work shall be written by the tenderer legibly both in words and figures at the last page of the Bill of Quantity.
- a. The contractor will write percentage excess or less up to two decimal point only. If he / she write the percentage excess or less up to two or more decimal point, the second decimal point shall only be considered without rounding off.
- d. Prices quoted by the bidder shall be firm. No price escalation shall be admissible.
12. Any request from the tenders in respect of additions, alternation, modifications, correction etc. or either terms & conditions or rates of his tender after opening of the tenders will not be considered.
13. Letter etc. found in the tender box raising or lowering the rates or dealing with any point any connection with the tender will not be considered.
14. The successful tenderer shall make his own arrangement for all materials unless otherwise specified in the conditions of contract.
15. By submitting 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 for materials, medical aid, labour & food supplies etc. and that rates quoted by him in the tender will be adequate to complete the work according to the specification and condition attached there to and that he had taken into account all conditions & difficulties that may be encountered during its progress and to have quoted labour rates and shall include cost of materials & all other charges necessary for the completion of the work material rates which to the entire satisfaction of Engineer-in-charge.
16. The following particulars must be filled in the tenderers:
- a) Details of work of similar type and magnitude carried out by the tendered in form "A".
- b) Details of construction plants & equipment available with the tenderer in form "B".
17. Canvassing in any form is prohibited & the tender submitted by the tenderers who resort to canvassing will be rejected and the tenderer will not be allowed to tender for any other works in Kuchinda NAC.
18. Details of drawing & specification as are not supplied with the tender documents for the work may be seen in the office of the Kuchinda NAC on working days during office hours.
19. The detailed specification for all items of work involved in the work shall be in accordance, with ISS/State PWD/Public Health Department specification of Government of Orissa.

In case of variations in the provision of the code of specifications of work referred to above the decision of S.E.P.H., Circle, Bhubaneswar as regards the specifications to be adopted in the work shall be final, conclusive & binding on both the parties. Every tenderer must examine the aforesaid specifications before submitting his tender. The Executive Officer or his authorized subordinate reserve the right, without imparting the contract, to make such increase or decrease in the quantities or items of works mentioned in the schedule attached to be tender notice as may be considered necessary to complete the work duly and satisfactorily. Such increase or decrease will in no case invalidate the contract rates. It should be understood that the quantities are tentative and may vary according to site conditions. The schedule is liable to alternation by omission or additions or deductions to any extent shall in case invalidate the contract and no extra monetary compensation will be entertained.

20. The rates quoted for different items of the work will deem to include all incidental items which may be necessary such as bailing out of water in foundations, construction of bench marks, level pillars, profiles, benching and leveling of ground etc. wherever required. The incidental items mentioned herein are only indicative and not exhaustive.
21. The contractor has to arrange for the adequate supply of clean water required for the works and also has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
22. The notice inviting tenders, instructions to tenders, general conditions of contract, special conditions of contract, schedule of quantities along with printed conditions of item rate contract approved drawings, time scheduled and the rates together with the letter of awarding the work will form part of the contract. In case of conflict between any of the provisions the same is to be got clarified by the tenderer before submission of the tender, if such conflicts arise after the tenders are opened decision of S.E.P.H., Circle, Bhubaneswar shall deem to be final and binding on the contractor.
23. The tenders will be considered to be valid for six months of the date of opening of the tenders.
24. The period of validity of the tender can also extend if agreed by the tenderer and Executive Officer, Kuchinda NAC.
25. Department will have the right to inspect the scaffolding and centering made for the work and can reject partially or fully such detailed instruction from the Engineer-in-charge or his authorized subordinates regarding such structures. All the centering and shuttering should be got approved by the Engineer-in-charge before concreting is done.
26. The contractor comprise the construction, completion and maintenance of the works and except in so far as the contract otherwise provides provision of labour, materials and construction plant, temporary works and everything whether a temporary or permanent nature required in and for such construction completion and subsequent maintenance for a period of not less than six months.
27. The drawing shall remain in the safe custody of the Municipal Engineer but two set of copies thereof shall be furnished to be contractor free of cost. After the completion of the work the contractor shall return to the concerned Engineer, one set of all the drawing supplied to him duly signed as completion drawing.
28. No claim shall be entertained against the department on a account of increase in Railway or road free light or prices of cement, steel, petrol, coal, fuel, oil, lubricants, explosives or other materials or commodities, labour charges etc. during the course of construction or after tendering for this work.
29. The contractor shall give adequate notice in writing to the Executive Officer in charge for any further drawing or specifications that may be required for the execution of the works or otherwise under the contract. In the event of any delay in the issuing of any of the detailed drawing etc. for any reason whatsoever reasonable extension of time may be granted on application by the contractor but on no account any claim for monetary compensation will be entertained.
30. One copy of the drawings supplied to the contractors shall be made available at the site for reference and use of the Municipal Officer during inspection.
31. From time to time the contractor shall submit to the Executive Officer for his approval the programme showing the order, procedure and methods in which the proposes to carry out the

work and whenever required by the Municipal Engineer or his representative for his information in writing to the contractor regarding agreement for the carrying out of the work and of the constructional plant and temporary works which the contractor intends to charge of such programme of the furnishing of such particulars shall not relieve the contractors of any of his duties or responsibilities under the contract.

32. The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, level, dimension and alignment of all parts of the works and for the provisions of all necessary instruments appliances and labour in connection therewith if at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the concerned Engineer or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out of the works.
33. Explosive shall not be used on the work by the contractor without the permission in writing of the concerned statutory authority and in the manner and to the extent prescribed. Where explosive are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damage, loss or injury to any person or property and shall be responsible for complying with all the statutory rules and regulations prescribed by the chief Inspector of Explosives.
It is the responsibility of the contractor to procure explosive required for the work. However the Kuchinda NAC may tender necessary possible help for procuring explosive license. No claim shall be entertained for delay or failure in tendering such help by the NAC.
34. The contractor shall in connection with the works provide and maintain at his own cost all light, guard, fencing and watching as and where necessary or required by the concerned Engineer or his representative for the protection of the works or for safety and convenience of the public or others.
35. The contractor shall indemnify the NAC against all losses and claim for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the works against all of the claims damages proceedings, damages, cost, charges and expenses whatsoever in respect of or in relation thereto.
36. The contractor shall abide by the C.P.W.D. safety code introduced by the Government of India ministry of Housing & supply in standing orders.44-250 date.25.11.57 and amendment from time to time.
37. The contractor shall abide by the fare wage clause in accordance with the Government of Orissa Works & Transport Department Letter no.A-VIIIIR-18/5225 dt.26.02.1956, and No.IIm-56/51-28842 (s) dt.27.06.1961 and workman's compensation Act.1923 and other laws as may be introduced by the Government by the Government from time to time.
38. The contractor in accordance with the requirement of the NAC afford all reasonable opportunities for carrying out their work to any other contractor employed by the NAC and their workmen and to the workmen of the NAC and of any other duly constituted authorities who may be employed in execution on or near the site of any work not included in the contractor any other contract which the NAC may enter into in-connection with an ancillary to the works.
39. The contractor shall at his own expenses provide and maintain all the constructional plants temporary works, materials both the temporary and for the permanent works, labour, Transport or from the site and in about the works and other things of every kind required for the construction, completion and maintenance of the works.
40. The NAC may supply materials as are available with them but the contractor shall keep himself in touch with day to day position regarding the supply of materials from the store in charge and to adjust the progress of the works so that their labour may not remain idle nor may there be any other claim due to arising out of the delay in obtaining the materials. It should be clearly understood that the contractor is solely responsible to make his own arrangements for all the materials required for completion of work in time.
41. On the completion of work, all rubbish debris, vests, tanks, materials and temporary structures of any sort or kind used for the purpose of or connected with its construction are to be

removed by the contractor and all pits and excavation filled up at his own cost and the site handed over in a tidy & in complete condition to ensure the final payment in settlement of the accounts for the said work. It shall be held that the dues shall be made to the contractors after such site clearance shall have been affected by him and such clearance may be done by the Junior Engineer at the expenses of the contractor in the event of his failure to comply with this provision within 7 days after receiving notices in writing from the Engineer in charge to that effect. If it becomes necessary by the Engineer in charge to have site clearance done as indicated above at the expenses of the contractor the board shall under no circumstances be held liable for losses or damages to such of the contractors property as may be on such site due to such removal there from. Removal of which may be affected by means of public sale of such materials and property or in such way as deemed fit and most convenient to the concerned Engineer in charge.

42. The contractor shall have to submit to the Engineer in charge fortnightly a return of labour both skilled and no skilled as employed by him on the work.
43. The contractors are required to quote their rates for all the items noted in the scheduled of quantities. The NAC reserves the right of deciding the type of the structures to be constructed i.e. frames or masonry structures and the contractor shall abide by the decision of the NAC in case of alternate item or item occurring in the tender the Engineer in charge may order to execute any of the item or items at his discretion, and the contractor shall not have any choice in this decision to his advantage.
44. The contractors shall supply samples of all materials free cost before procurement for the works for testing and acceptance as may be required by the office.
45. The contractor shall uncover any part of parts of the works or make opening in or through same as the concerned Engineer may from time to time direct for checking and shall at his own cost, make good such part or parts to the satisfaction of the Engineer in charge.
46. The Engineer in charge during any part of parts of the works have powers to order in the order book to be maintained at site of work by the contractor in the form prescribed by the board from time to time.
 - a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the specification.
 - b) The substitution of proper and suitable materials.
 - c) The removal and proper re-execution of any work in respect of materials or workmanship which in the opinion of the Engineer is not in a accordance with the specification.
47. Either during execution or after completion of the works the contractors shall arrange at his own cost all requisite equipments for testing the structure, if found necessary by the Engineer in charge and bear the entire cost of such test conduct as per the direction of concerned Engineer.
48. The contractor shall on the written order of the concerned Engineer suspense's the progress of the work or any part thereof for such time or times and in such manner as the Engineer in charge may consider necessary in the opinion of the Engineer in charge. No claim in this regard will be entertained.
49. The contractor shall after award of the works commence the works on site within the period to be prescribed by the Engineer in charge and shall also maintain proportionate progress. The contractor should bear all expenses and charges for special or temporary roads required by him in connection with access to the site. Subject to any requirement in the contract as to the completion of the work the whole of the works shall be completed within the time started in the contract. Normally no extension of time will be granted.
50. The concerned Engineer shall make any variation or the quantity of the works or any part of that may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion de desirable. If due to such alternations or additions any item or items of works are to be executed which are not specially covered by the contract then the same may be taken up by board through job work agreements with the same contractor or separate piece workers or through muster rolls at the prevailing schedule of rates approved by the S.E.P.H.

Circle, Bhubaneswar, when the extra or additional items are executed through the same contractor, he shall give in writing his willingness to except the prevailing schedule of rates or the rates approved by the S.E.P.H. Circle, Bhubaneswar prior to taking up the work.

51. It is to be clearly understood that no claim whatsoever will be entertained as regards extra quantity of work against the items provided in the contract or extra items of work done under written order of the concerned Engineer. The rates in the latter case being the prevailing schedules of rates or the rates approved by the S.E.P.H. Circle, Bhubaneswar.
52. The materials as per Appendix 'A' if available with the NAC may be supplied to the contractor at the direction of the board at the place and at the rate as noted against each. The contractor may satisfy himself about the quality and quantity of materials at the time of issue. In case of non supply of the materials for any reason whatsoever it shall be the responsibility of the contractor to procure such materials to be approval by the Engineer in charge from the market and complete the work within the stipulated time. No monetary claim or compensation of any kind whatsoever will be entertained by the board nor this can be taken as plea by the contractor to apply for extension of time to complete the work. The safe custody and up keep of the materials so issued by the board will be sole responsibility of the contractor. He is also to bear, in addition, all the incidental charges such as transport, storage, handling of materials and any other expenditure incurred for return of cement begs and other at issuing stores. Before issue of departmental materials contractor is to furnish Bank Guarantee from one of the Nationalized Banks for a sum equal to the cost of materials valid for the entire period of the agreement.
53. The NAC will have the right to supply at any time in the interest of work departmental materials to be issued in the work in addition to those mentioned in Appendix 'A' and the contractor shall use such materials without any controversy or dispute on the account.
54. The contractor may take delivery of departmental supply of materials accordingly to his need for the work to be issued by the store. The contractor shall make all agreements for proper storage including cost of stores required for the purpose and provide for watching arrangements at his expense. The Department is not responsible for any theft of materials under any such contingencies if the contractor stops or delays in the execution of work, relevant penalty clause as per contract will be enforced.
55. The contractor will be responsible for the misuse loss or damage due to any reason whatsoever of any departmental materials supplied to him during the execution of the work. In case of such loss damage or misuse recovery at the rate of five times the cost of the materials so issued will be deducted from the bill of his dues.
56. The rates in tender will be deemed to include all materials including loading, unloading, lift, taxes, royalties and any other charges whether the materials are issued by the NAC arranged from any other sources by the contractor.
57. 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 employment of such Graduate Engineers and Diploma Holder under the contractor shall be full time and continuous and they shall not be superannuated, retired, dismissed or removed personnel from any State Government or Central Government Service/Public Sector undertaking/Private Companies and firms or be ineligible for appointment to Government Service. The contractor shall pay the monthly emoluments which shall not be less that the emoluments of the personnel of equivalent qualification employed under the State Government of Orissa.
58. The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with tender as to who would supervising the work.
59. Each bill of the special class or 'A' class contractor shall be accompanied by an employment roll of the Engineering personnel together with a certificate of the Graduate Engineer, or Diploma holders employed by the contractor to the effect that the work executed as per the bill has supervised by him.
60. M.S Rod, plates and structural it issued will be supplied in length and size as available in the stock.

61. For payment of reinforcement the steel including authorized lap pages should be measured in length of different diameters as actually used (including hooks and bonds) in the work as per standard specifications, wastages, spacer bars. Unnecessary lap pages will not be paid for. Annealed cast wires used for binding shall not be measured its cost include in the rate of reinforcement.
62. The contractor will have to bear the charges of straightening cutting jointing welding etc. to required sizes without any extra cost. No cut pieces of M.S Rod, M.S Angles, Joint etc. less than one meter in length will be accepted back as surplus.
63. Cement shall always be issued in begs and the weight of the beg of cement shall be taken as 50Kg.
64. The contractor should be at his own cost arrange necessary tools and plant required for the efficient execution of work and rates should be inclusive of the running charge of such plant and cost of consumable.
65. Tender containing extraneous conditions not covered by tender notice are liable to be rejected the tender should be strictly in accordance with the items maintained in the call notice. Any change in wording will not be accepted.
66. The contractor will responsible for the loss or damage of any Departmental materials or machineries during transit aged it the execution of the work due to any reasons whatsoever and the cost of such materials will be recovered from the bills at stock issued rates or market rates whichever is higher.
67. From the commencement of the work to the completion of the same they are to be under contractors charge. The contractor is to be held responsible for making good all injuries, damages and repairs accessioned to render necessary to the same by fire or other causes and they are to held Government of Orissa harmless from any claims for injuries to persons or for structural damages to the happen in from any neglect default, want of proper care of omission on the part of the contractor or any one in his employment during the execution of the works. Also no claims shall be entertained for loss due to earth quake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental and damage so caused will have to be made good by the contractor at his own cost.
68. It shall be presumed that the tenderer has satisfied himself as to the nature and location of work sub-soil, general and local conditions partially those bearing on transport, availability storage and handling of materials, whether conditions, monsoon conditions and current the river, availability of sweet water etc. and has estimated his cost accordingly. Kuchinda NAC will bear no responsibility for the lack of a acquaintance of these conditions on the part of the tenders. The consequence of the lack of such knowledge will be at the risk and cost of the tender.
69. The information data shown in the contract documents are meant for general guidance only. The Kuchinda NAC will not be responsible for the strict accuracy thereof for any deduction, interpretation conclusion drawn by the tender.
70. The Engineer in charge has full power for the removal from the premises materials which in his opinion are not in accordance with the specification and in case of default the Engineer is to at liberty to sell such materials and to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen of arise to such materials. The Engineer also has full power to require other proper materials to be substituted and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor and may be recovered from the sale proceed of such rejected materials when necessary, the balance if any being kept in deposit in the contractors favour.
71. If in opinion of the Engineer in charge the work had been executed with improper materials or defect workmanship the contractor is when required by the Engineer fort with re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor in so doing within a week, the Engineer is to have full power to employ other persons to re-execute the work and cost thereof shall be borne by the contractor.
72. The Engineer in charge or any other officer authorized by the Kuchinda NAC has at all times access to the work and the works shall be entirely under his control. He may require the

contractor to dismiss any person in the contractor's employment in the works, who may be incompetent or who may misconduct himself and the contractor shall comply with such requisition. Should contract not comply within one week with this requisition for dismissal the Engineer in charge will have the power of closing down the work.

73. The contractor is not varying or deviate from the approved drawing or specification without the authority of the Engineer in charge writing.
74. Any authority given by the Engineer in charge for any alternations or addictions in or to the work is not to deviate the contract but all additions, omissions, alternations or substitutions made in carrying out the work are to be measured and valued and certified by the Engineer in charge and added to or deducted from the amount of the contract as the case may be at approved rates of the particulars items of works.
75. In these case in which such rates do not exist the S.E.P.H., Circle, Bhubaneswar will fix the rates to be paid whose decision shall be final and binding.
76. All works materials brought and left at site by the contractor are the property of the Kuchinda NAC and the same are not be removed or taken away by the contractor or other person without the special permission in writing of the Engineer in charge and the Kuchinda NAC shall not be liable for any loss or damage which may happen to or in respect of any such occasion.
77. Any defects shrinkage or other faults which may notice within six months from the completion of work arising out effective or improper materials or workmanship are upon the direction of Engineer in charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decided that they ought to be paid for and in case of default the cost of making good the work shall be recovered from the contractor.
78. That the purpose of jurisdiction in the event of dispute if any, the contract shall be deemed to have been entered into within the state of Orissa and it is agreed that neither the party to the contract shall be competent to bring a suit covered in regard to the matter by this contractor at any place outside the State of Orissa.
79. If at any time after the commencement of the work the Kuchinda NAC shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer in charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which might have derived from execution of the work in full but he did not derive in consequence of the whole of the work not having being carried out. Neither shall have any claim for compensation by reason of any alternation having been made in the original specifications, drawing designs and instructions which will involve curtailment or increase of the work as originally contemplated.
80. The contractor shall furnish, within fifteen days from the date of order to start the work, progress schedule in quadruplicate indicating date of start the monthly progress expected to be achieved and the anticipated completion date of each major item or work to be done by him also indicating procurement and setting of materials plant and machinery for the completion of the whole work in the time limit and of the particular items, if any, in the due date specified in the contract and shall have the approval of the Engineer in charge. In case it is subsequently found necessary to alter the schedule the contractor shall submit in good time a revised schedule incorporating necessary modifications proposed and get the same approved by the Engineer in charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed scheduled for the work for any items and the contractor shall supply those when asked for.
81. The contractor shall take all necessary precaution for the safety of the workers and preserving their health working in such jobs are required special protection and preparations. He is to abide by the fair wage clause strictly as per Government notification prevailed during the course of section.
82. The contractor will not be permitted to enter (other than for specification purpose) or take possession to site until instructed to do so by the Engineer. The portions of the site to be

- occupied by the contractor will be clearly defined and/or marked on the site plan and the contractor will on no account be allowed to extend his operations beyond these areas.
83. The Municipal Engineer in charge reserves the right of taking over at any time any portion of the site which they may require and the contractor shall at his own expense clear such portions for with. No photographs of the site of the works or any part thereof shall be taken, published or circulated without the prior written approval of Executive Officer, Kuchinda NAC.
 84. Any construction officials corrected with the contract shall have right of entry to the site at all times.
 85. The authorities shall have the power to execute from the site any person whose admission there may in their opinion be undesirable for any reason whatsoever. The contractor shall not be allowed any compensation on this account.
 86. The contractor, his agents, representatives, workers etc. shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

SPECIAL CONDITIONS:-

87. Care should be taken to interfere as little as possible with traffic. The contractor shall use all due precautions for the safety of traffic and shall place barriers across each of the length of the road which is being worked upon. Watchman shall be employed and bright road rights placed and maintained around the constructions and elsewhere as the Engineer in charge may direct. All diversion signs shall be clearly marked by white washed stones or any other means, when traffic is allowed along the shoulder, barricades and warning signs shall be put up as directed by the Engineer in charge. These measures shall be at no extra cost to Board.
88. No claim will be entertained due to any delay involved in the land acquisition requires for the execution of the work. However, extension of time may be given on recommendation of Engineer in charge.
89. The quality of metal, gravel or moorum will be measured in boxes to be provided by the contractor or size 1.50mx1.50mx1.50m which will be taken as equivalent to 1.ocum. The rolling stones will be placed in suitable stacks as per the Engineer in charge and deduction for voids at the rate of 1/6 of the volume or more will be made from the total measurement depending upon the looseness of stacking.
90. A quarry charge as may be available may be seen in the office of the Kuchinda NAC , the contractor most however satisfy himself that materials as per required specification is available in those quarries. No extra payment will be made due to non availability of materials as per required specification in the quarries shown in the Departmental quarry chart.
91. The contractor shall have to be got registered with Labour Department for procurement and engagement of labours as per the rule in vogue.
92. Tenderers are required to sign the Item/Percentage rate contract in the approved from of agreement of the NAC.
93. If any site problem arises regarding land acquisition during layout, the authority will not be responsible.

**Executive Officer,
Notified Area Council, Kuchinda**

APPENDIX- A

INFORMATION REGARDING CURRENT LITIGATION. DEBARRING EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY ME TENDERER

1. Is the tenderer currently involving in any litigation relating to the works. Yes / No
If yes: give details:

2. Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during Yes / No the last 5 -years.

3. Has the tenderer or any of its constituent partner's failed to perform on any contract work in Kuchinda Yes / No Notified Area Council If yes, give details:

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

Signature of the Tenderer

APPENDIX- B

AFFIDAVIT

1. Sriaged about .. years, Son / daughter / wife of Sri at present residing atP.ODist PIN ..do hereby solemnly affirm as follows.

2. That I/We posses valid license for execution of work contract issued by and valid up to I am submitting tenders before Executive officer, Notified Area Council, Kuchinda for execution of in responseto Tender CallNotice No dated

3. That I am the authorized signatory on behalf of contractor for the tender for the work mentioned above.

4. I am swearing this affidavit that all tender documents and accompanying papers those being submitted by me before Executive office, Notified Area Council, Kuchinda including cost of Bid document and EMD are all authentic and bona fide documents in the eyes of law of land.

**Signature of the Tenderer/
Authorised signature**

APPENDIX - C

LIST OF COMPLETED / EXECUTED WORKS

SI no	Description of work	Place & Location	Estimated Value of Works Rs in Lakh	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

(N.B:- Original completion certificate to be scanned along with above Appendix."C")

Signature of Contractor.

DETAILS OF PLANT & EQUIPMENT TO BE DEPLOYED ON THE CONTRACT WORK

SL.	List of Plants &Equipments	Nos.	Owned	Leased

The capacity of each plant and equipment should be as per specification. The above equipments either owned or availed on long term lease extended beyond the duration of the work, the authority of which in either case is to be sustained before award of work. The equipment mentioned above must indicate owned or leased. For deploying additional sophisticated equipments by the agency for completion of work, no claim shall be entertained.

Signature of Contractor.

CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related /not related to any officer of the Notified Area Council, Kuchinda in the rank of Asst. Engineer or above I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD and ISD and I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of the contractor-

1.Address for

correspondence-

Phone No:

Alternative Phone No

2. Permanent Native address-

Village

Post!.....

Dist.....

Pin code.....

Signature of Contractor.

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No.	Particulars	Reference as per DTCN	Whether furnished		Reference to Page No.
			Yes	No	
1	Cost of Bid	Clause 3	Yes	No	
2	Cost of E.M.D	Clause 4			
3	Valid Registration Certificate	Clause 7 (i)			
4	GST Certificate	Clause 7 (ii)			
5	PAN Card	Clause 7 (ii)			
6	Information regarding current litigation, debarring expelling of the tender or abandonment of the work by the tenderer.	Clause 8 (v)			
7	Affidavit	Clause 8 (vi)			
	Works Performance / Experience Certificate	Clause 8 (xi)			
9	List of Tools & Plants and machineries	Clause 8 (viii)			
10	No Relationship Certificate	Clause 8 (ix)			
11	Cess Certificate from Dist. Labour Office (Affidavit)	Clause 8 (iv)			
12	Other. if any				

Signature of Contractor

ANNEURE-B

BANK DETAILS OF THE BENEFICIARY

1. NAME
2. BANK NAME
3. BANK A/C/ NO;
4. IFSC CODE
5. ACCOUNT TYPE
(Current/Saving/CC)
6. Mobile No;
7. TAN/TIN/SRIN NO:
8. PAN NO:
9. ADDRESS ;
10. Email id:

I hereby declared that I authorized the DDO to electronically Credit my claim/Entitlement to the Bank account and other details furnished above, which are true and correct to the best of my knowledge

SIGNATURE
NAME
ADDRESS

CONTRACTOR

EXECUTIVE OFFICER

Government of Odisha
Works Department

Office Memorandum

File No. 0766900012013- 14299/W. dated, 03/10/2017

Sub: Amendment to Para-3.5.5 (v) of OPWD Code, Vol-I.

After careful consideration Government have been pleased to make amendment to Para-3.5.5 (v) of OPWD Code, Vol-I with following modification.

'Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates 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 Demand Draft/Term Deposit Receipt pledged in favour of the Divisional Officer within seven days, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder'.

1. This amendment shall take effect from 24th July, 2017.
2. The Works Department Office Memorandum No.5289/W dt.04.05.2016 (Annexure-I-A) stands modified accordingly pursuant to the judgment dated 24.07.2017 of the Hon'ble High Court of Orissa.
3. This has been concurred in by the Law Department and Finance Department vide their U.O.R. No.1868/L dt.19.08 2017 & U.O.R. No.56-WF-I dt.24.08 2017 respectively.

Odisha
EIC - cum- Secretary to Government

Memo No. 14300 W. dated, 03/10/17
Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

Salabim
FA - cum- Addl. Secretary to Government

Memo No. 14301 W. dated, 03/10/17
Copy forwarded to OSD to Chief Secretary, Odisha / P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / P.S. to Principal Secretary, Finance Deptt. for information and necessary action.

Salabim
FA - cum- Addl. Secretary to Government

Government of Odisha
Works Department

Office Memorandum

File No.07555900042016-14402 W/ dated 6.10.2017

Sub: - Insertion of another ground for blacklisting of contractor.

After careful consideration Government have been pleased to incorporate an additional ground "Non submission of Additional Performance Security (APS) within stipulated period in pursuance to Works Department Office Memorandum No.14299/W dt 03.10.2017" as Sub-Rule "g" under Rule-A of Appendix-XXXIV of OPWD Code, Vol-II.

1. This amendment shall take effect from 24th July, 2017
2. This Sub-Rule is an addition to the existing Codal Provision under Rule-A of Appendix-XXXIV of OPWD Code, Vol-II.
3. This has been concurred in by the Law Department and Finance Department vide their U.O.R. No.1658/L dt.19.08.2017 & U.O.R. No.56-WF-I dt.24.08.2017 respectively.

Sd/-
6/10/17
EIC - cum- Secretary to Government.

Memo No 14403 W/ dated 6.10.2017

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

Sd/-
6/10/17
FA - cum- Add. Secretary to Government.

Memo No 14404 W/ dated 6.10.2017

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

Sd/-
6/10/17
FA - cum- Add. Secretary to Government.

Memo No 14405 W/ dated 6.10.2017

Copy forwarded to the Principal Accountant General (A&E) Odisha, Bhubaneswar / Principal Accountant General (E & S R Audit), Odisha, Puri Branch, Puri for information and necessary action.

Sd/-
6/10/17
FA - cum- Add. Secretary to Government.

(Cont: 2)

Government of Odisha
Works Department

Office Memorandum

File No.07556800032015 - 5288 W, dated, 4.5.2016

Sub:-Amendment of Codal / Contractual provisions.

After careful consideration Government have been pleased to make amendment to the contractual and codal provisions for promoting efficiency and transparency while dealing with works for infrastructural development of the State as per Annexure - I.

1. These amendments shall take effect from the date of issue of the order
2. Accordingly, relevant existing codal/contractual provision made vide Works Department in Office memorandum No 12336/W dt.09.11.2013 stands modified with effect from the date of issue of this O.M
3. This has been concurred in by Finance Department in their UOR No /B-WF-I dt 18.03 2016

ODISHA
EIC - cum - Secretary to Government

Memo No. 5289 W, dated, 4.5.2016

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

of Secretary
4/5/2016
-A - cum - Addl. Secretary to Government

Memo No. 5290 W, dated, 4.5.2016

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

of Secretary
4/5/2016
-A - cum - Addl. Secretary to Government

(P.T.O.)