

# GOVERNMENT OF ODISHA



**PANCHAYATIRAJ & DRINKING WATER  
DEPARTMENT  
OFFICE OF THE BLOCK DEVELOPMENT OFFICER,  
BISSAMCUTTACK BLOCK, DISTRICT.RAYAGADA**

## INVITATION FOR BIDS

<b>Name of the work:</b>	<b>New Construction of Khambesi PHC(N), Bissamcuttack Block</b>
<b>Estimated Cost:</b> (Amount put to Tender)	<b>Rs.35,90,029/- (Approx.)</b>

Signature of Tenderer

## CONTRACT DATA

### A. General Information

Sl. No.	Item	Details
1	Bid Identification No.	Block Development Officer, Bissamcuttack/NHM/02/2021-22
2	Name of the Work	New Construction of Khambesi PHC(N), Bissamcuttack Block
3	Officer Inviting tender	Block Development Officer, Bissamcuttack, Rayagada
4	Executive Engineer concerned with headquarters authorized as Engineer –in-Charge of this work.	Executive Engineer, Zilla Parishad, Rayagada-cum- Addl. P.D.(Tech.), DRDA,Rayagada
5	Superintending Engineer with head quarter	Panchayati Raj Department, Govt. of Odisha, Bhubaneswar.
6	Accepting Authority	Block Development Officer, Bissamcuttack, Rayagada
7	Estimated cost (Amount put to Tender)	<b>Rs.3590029/-(Approx.)</b>

### B. Bid Information

8	Intended completion period / Time period assigned for completion as mentioned in IFB .	09 (Nine) Calendar months.
9	Last date & time of submission of Bid	Time – 3.00 P.M. Date -25-10- 2021
10	Date & Time of opening of tender	Time – 03.00 P.M Date -26-10- 2021
11	Cost of Bid Document	
	i ) Cash/ Bank draft amount	Rs.6,000/-
	ii) Demand Draft In favour of	Block Development Officer, Bissamcuttack, Rayagada
	iii) Payable at	Bissamcuttack
13	Bid Validity Period	90 days
14	Currency of Contract	Indian Rupees
15	Language of Contract	English

Sd/-

Block Development Officer  
Bissamcuttack

Signature of Tenderer

OFFICE OF THE PANCHAYAT SAMITI, BISSAMCUTTACK,  
DIST-RAYAGADA

Letter No: 2061/21

Date: 21-09-2021

**TENDER CALL NOTICE**

Sealed Tenders are invited from the registered Contractors (C & B Class) of P.W.D./Water Resources/R.D/PHD Govt. of Orissa/C.P.W.D. Contractors for the following works to be eventually drawn up in P.W.D P1 forms in conformity with the Detailed Tender Call Notice.

<b>Bid Serial . No.</b>	<b>Name of the Work</b>	<b>Approximate Estimated Cost Put to tender (Excluding GST)</b>	<b>Cost of Tender Paper per each Multi Utility Room (Non-Refundable) (in Rs.)</b>	<b>Time for completion</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>7</b>
02/21-22	Construction of PHC(N) at Khambesi.	Rs.35,90,029/-	6000.00	Nine Calendar months
03/21-22	Construction of PHC(N) at Durgi.	Rs.37,07,929/-	6000.00	Nine Calendar months
04/21-22.	Construction of PHC(N) at Paikodakulguda.	Rs.37,20,478/-	6000.00	Nine Calendar months
05/21-22	Construction of Health Wellness Centre at Hatomuniguda.	Rs.40,96,061/-	6000.00	Nine Calendar months

The Tender document can be obtained from district web site i.e ([www.rayagada.nic.in](http://www.rayagada.nic.in)) & also available at office of the Block Development Officer, Bissamcuttack on payment of the cost of the tender paper (Non Refundable) in shape of Cash/DD drawn in favour of Block Development Officer, Bissamcuttack payable at any Nationalized Bank at Rayagada during office hours from **24.09.2021 to 25.10.2021** on working day only. The tender paper duly signed by the contractor should be accompanied with the attested copies of valid contract license, GST clearance Certificate, PAN Card and BID Security declaration form . Contractor having work experience will be given preference for selection . The bid document will be selling and received from Dt **24.09.2021 to 25.10.2021** till 3.00 P.M at obtained from district web site i.e ([www.rayagada.nic.in](http://www.rayagada.nic.in)) & also

Block Development Officer  
Bissamcuttack

OFFICE OF THE PANCHAYAT SAMITI, BISSAMCUTTACK,  
DIST-RAYAGADA

available at office of the Block Development Officer, Bissamcuttack . The Tender paper will be receive by this office through Regd. post/Speed Post/By Hand through Tender Box/ courier service .The envelope containing the bid documents must be super scribed as "BID FOR THE CIVIL WORK (HEALTH BUILDING) UNDER PANCHAYAT SAMITI, BISSAMCUTTACK " The Tender will be opened on Dt. 26.10.2021 at 3.00P.M at the office Chamber of the Block Development Officer, Bissamcuttack in presence of the tenderers or their authorized representatives. The tenderer are required to furnish an affidavit about the authenticity of the tender documents along with the tender paper. In Place of EMD, BID Security declaration form to be submitted . The Selected agency will Submit the required EMD, ISD & APSD With in 07 Days From the date of selection .

The decision of the tender committee is final and binding. The successful tenderers are required to execute an agreement in P1 format and submit the work program on receipt of the work order. The authority reserves the right to reject any or all tenders without assigning any reason thereof. The detail communication regarding tender with list of works ,document objection, list of selected agency ,work order & other official communication can be available at the Office of the Block Development Officer, Bissamcuttack Or at www.rayagada.nic.in only.

  
Block Development Officer  
Bissamcuttack Block

### Terms and conditions

**1. Availability & Cost of Tender paper:**

The tender documents will be available from the website identified as <http://www.rayagada.nic.in> and office of the Block Development Officer, Bissamcuttack Block, Rayagada from 10.00 A.M of 24.09.2021 to 25.10.2021 upto 03 P.M. The tender document can be collected from the website and from the PANCHAYAT SAMITI OFFICE, Bissamcuttack, Dist. Rayagada in all working days during office hours within the stipulated time period. The bidder for participation in the bid will have to pay cost of Tender In shape of cash / A/c payee D.D (Nonrefundable) drawn in favor of Block Development Officer, Bissamcuttack Block.

**2. Sale of Tender paper:** The tender documents can be Collected from the District Website <http://www.rayagada.nic.in> and from the office of the Block Development Officer, Bissamcuttack Block . the Bank Draft for cost of tender paper to be drawn within the date from 25.10.2021 or to be sold within this period from office hours i.e. 10.00 A.M to 3.00 P.M on working days only In shape of Cash/ on production of Bank Draft (non-refundable) drawn in favour of **Block Development Officer, Bissamcuttack Block**. Dist. **Rayagada** and taking a receipt from the office. The receipt will be deposited in a separate sealed cover at the time of submission bids.

**3. Date of Receipt and mode of submission of tender paper:** The bidders have to submit the sealed tender papers in complete shape through registered post / speed post / By Hand Through Tender Box/Courier Service. The sealed bid document can be send by Registered Post/ Speed Post to the **Block Development Officer, Bissamcuttack, AT/PO- Bissamcuttack Dist. Rayagada, Odisha, Pin 765019**. The last date of receipt of tender paper is **25.10.2021 up to 03.00 P.M**. The documents receive after the stipulated period will not be considered. The undersigned will not be held responsible for any postal delay if any or non-receipt of the papers in time (in office hours). **The tender covers must super scribe the name of the work/ project with tender Call Notice No.**

**4. Date-of opening of Tender paper:** The tender papers shall be opened on **26.10.2021 at 03.00 PM** at office chamber of Block Development Officer, Bissamcuttack Block, Rayagada in the presence of bidders or their authorized representative having written authorization for this purpose. The bidder must produce their original documents on 26.10.2021 (in office hours) in the office of Block Development Office Bissamcuttack Block, Rayagada for verification. After verifications the bidder will take their original documents, otherwise the tender may not be considered.

**5. Earnest money Deposit:** In place of EMD, Bid Security Declaration form to be Submitted as per office memorandum NO.5984 Dt. 27/04/2021 of works department Govt. of Odisha.

- 6.** Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 4559 dt. 05.04.2021 of Govt. of Odisha Works Deptt. When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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/STDR pledged in favour of Block Development Officer, Bissamcuttack Block, Rayagada (for respective works). The differential amount must be paid within seven days of opening of bid otherwise his bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
- 7.** Submission of more than one tender paper by a bidder for a. single work will be liable for rejection of all such tender papers.
- 8.** On review of the last performance of the works executed through block or any other department previously, the lowest (L1) tender may / may not be considered for the works, though he/she becomes lowest L1 tender.
- 9.** **If the date of sale, receipt of opening of tender as specified above happens to be holiday(s) then the process of sale, receipt and opening whatsoever will be shifted to immediate next working day at the same specified time and venue respectively without further notice.** However, the date of tender paper opening may be postponed as per the convenience of the authority by intimating all the concerned bidders through notice affixing to notice Board of Block Development Officer, Bissamcuttack Block, Rayagada.
- 10.** Engineering Contractor seeking exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year (the latest circular/ guidelines in this regard must be enclosed by the bidder).
- 11.** The ST/SC contractor desirous to avail price preference are required to submit an affidavit to the effect that he has not yet availed the facility for three works during the current financial year (the latest circulation /guide lines of the Govt. of Odisha in this regards must be accompanied by the bidder. The SC/ST Contractors who are having Diploma/Degree license will avail only one of the two preferences given to SC/ST and Engineer contractor. They have to mention the preferences they want to avail in the affidavit.
- 12.** If the rate quoted by the bidder is less than 15% of the tender amount than such a bid shall be rejected and the tender shall be finalized basing on merits of rest bid. But If more than one bid is quoted 14.99 % (decimal up to 2 numbers will be taken for all practical purpose) Less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system. If such an event occurs than the date of transparent lottery will be intimated to the bidders by district website [www.rayagada.nic.in/](http://www.rayagada.nic.in/) Hard copy by Speed post.
- 13.** Any corrigendum / addendum will be displayed in the website [www.rayagada.nic.in](http://www.rayagada.nic.in)

**14.** Conditional tender will be summarily rejected.

**15.** Building and other construction workers welfare Cess @1%of the gross work bill will be deducted.

**16.** GST as applicable will be deducted from the work bill.

**17.** The joint venture consortium agreement is not allowed to participate in this tender.

19. Documents to be attached: The following documents should be furnished with the tender paper. Failing which the tender will be liable to rejection.

**18.**

- a. In place of /Bid Security Declaration form to be Submitted
- b. Photo copy of Contractor registration certificate.
- c. Photo Copy of the existing labour license.
- d. Photo copy of PAN card
- e. Photo copy of GSTIN number.
- f. Demand Draft (in favor of BDO,Bissamcuttack) towards cost of tender paper.
- g. Photo of copy of Caste certificate issued by competent authorities in case of SC/ST contractors desirous of availing preference and Govt. circulation to be attached.
- h. The bidders have to produce original affidavit in support of authenticity of documents etc. attached with the tender paper.

i. A critical analysis and working procedure should be submitted along with the bid paper if the quoted amount is less than the estimated cost by more than 10% for examination by the committee.

j. No relation certificate.

l. The certificates as specified in conditions of contract.

20. As the tender is on percentage rate basis (pl), the contractors are instructed to quote the percentage as (+) % or (-) % on the last page of the bill of quantities no other rate or anything should not be allowed to write there. The Contractor must have signed all the pages of the tender document including BOQ page. Writing any other thing on the scheduled paper may lead to rejection.

21. The eligible L-I bidders must deposit 1% of work value as bid security in shape of NSC/KVP/Postal Savings Bank Account Deposit receipt of scheduled Bank/Post Office term deposit account from any Nationalized/ scheduled Bank in favour of Block Development Officer,Bissamcuttack, Block, Rayagada at the time of agreement.

22. The undersigned reserves the right to reject Any or all the tenders without assigning any reason thereof.

Block Development Officer,  
Bissamcuttack

## CONDITIONS OF CONTRACT

1. In place of EMD, Bid Security Declaration form to be Submitted
2. Bids must be accompanied with cost of tender document as specified, in shape of Cash/ demand draft towards bid cost from any Scheduled Nationalized Bank, in favour of Block Development Officer, BissamcuttackBlock, Rayagada payable atBissamcuttack
3. The bid should be filled as per the terms & Condition of the DTCN and the bid document should be communicated to the undersigned in single sealed cover of A4 size by Regd. Post /Speed Post on or before dt. 25.10.2021 up to 03. 00 P.M and the tender will be opened on dt. 26.10.2021 at 03.00 PM. In case of any postal delay for submission of bid document the authority will not be held responsible.
4. The Bid will be opened on the dt. 26.10.2021 at 03.00 PM in the office Chamber of the Block Development Officer, BissamcuttackBlock, Rayagada in presence of the members of tender committee of Block Development Officer, BissamcuttackBlock, Rayagada and the bidders or their authorized agent who wish to attend. During the time of opening & verification, the **original documents** must be produced for verification on 26.10.2021, failing which the tender will be rejected. If the Office happens to be closed on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue respectively.
5. Deposit of Additional performance security (APS) within seven days of opening of price Bid as office memorandum No 4559 dt. 05.04.2021 of Govt. of Odisha Works Deptt. When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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/STDR/DD pledged in favour Block Development Officer, BissamcuttackBlock, Rayagada of the differential amount within seven days of opening of price bid otherwise his price bid will be rejected and the security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.
6. Schedule Caste & Scheduled Tribe Bidders will be given price preference where their tenders are within 10% of the rate quoted by the lowest bidder, for any work, the work may be considered for award to him /then at the lowest tendered rate.
7. No relation certificate in the prescribed format in original shall be produced along with the tender paper without which the tender will be liable for rejection.
8. The bidders while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender documents. The conditional tender will not be accepted on any circumstances by the authority.
9. Block Development Officer, Bissamcuttack Block, Rayagada reserves the right to reject any or all the tenders without assigning any reason thereof.
10. The bidders shall. carefully study the tentative drawings and specifications applicable to the contract and all documents which will form a part of the agreement to be entered into by the accepted bidder

and detailed specification for Odisha and other relevant specification and drawings which are available at [www.rayagada.nic.in](http://www.rayagada.nic.in). Complaint at a future date that plans and specifications have not been seen by the bidders cannot be entertained.

11. The drawings furnished with the bid are tentative and subject to revision or modification during the execution as per actual necessity. But the tendered rates quoted by the bidder will hold well in case of such modification 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.
12. All rates should be for finished item of works mentioned in the tender schedules.
13. The bidder should quote the % percentage rates over the amount put to tender both in figure and words for the work.
14. Every bidder is expected before quoting his/her rates to inspect the proposed work site and should also inspect the quarries and approach roads to quarries and satisfy himself/herself about the quality and availability of materials. Complaint at future date that -- the availability of materials at quarries has been misjudged cannot be entertained.
15. The bidder may at his option to quote reasonable % percentage rate for the work carefully during filled up so that it should not be unworkable during execution.
16. The bid containing the extraneous conditions not covered by the DTCN are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted. '
17. The authority reserves the right to reject any or all the bids received without assigning any reasons thereof what so ever.
18. The earnest money will be retained in the case of successful bidder and will be dealt with as per the terms and conditions of the O.P.W.D. Code and will not carry any interest. The earnest money of the un-successful bidders, will be refunded on application after the bid is finally accepted.
19. The bid documents received after due date and time will not be entertained
20. NO- RELATION CERTIFICATE: The bidder shall furnish a certificate along with the tender in the prescribed Performa. If the fact subsequently proved to be false, the Contract liable to be rescinded. The earnest money and total security will be forfeited.
21. ADDITIONAL PERFORMANCE SECURITY

Deposit of Additional performance security (APS) within seven days of opening of price

Bid as office memorandum No 4559 dt. 05.04.2021 of Govt. of Odisha Works Department. When a successful bidder, bids to execute the specific work less than the estimated project cost then he has 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/STDR/DD pledged in favour of Block Development Officer, BissamcuttackBlock, Rayagada of the differential amount **within seven days of opening of price bid otherwise his price bid will be rejected and the**

**security deposited shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder.**

22. No bidder will be permitted to furnish their bid in their own manuscript paper.
23. The bidder whose bid is selected for acceptance and who has no fixed deposit with the Govt. of Odisha, shall within a period of seven days upon written intimation being given to him/her bid make an initial security deposit (ISD) @ 1% of the tendered amount in the form of NSC/KVP/ P.O.S.B A/C / P.O.T.D/ deposit receipt of any schedule bank and in no other form so that the In Place EMD, Bid Security declaration form to be submitted and ISD will be 1% (one percent) of the tendered amount and sign the agreement in the P.W.D from P1 for the fulfillment of the contract in the "Office of the BDOBissamcuttack" The security deposit together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfillment of this contract.. The written agreement to be entered into between the contractor and the Govt. shall be the foundation of the rights of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the Contractor and then by the proper Officer authorized to enter into the contract on behalf of the Govt. As concurred by Law Department and Finance Department in their U.O.R. No.848, Dt. 21.05.97, J.O.R. No.202, W.F.D., dated.06.03.98 respectively. **The security will be refunded six months after completion of the work and payment of the final bill and will not carry any interest.**
24. U/S.12 of Contract Labour (Regulation and Abolition Act, 1970) the Contractor, who undertakes execution of work through labour, should produce valid license from Licensing Authority of Labour Department.
25. The Contractor shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act-VIII of 1993 on account of the Workmen employed by the Contractor and full amount of compensation paid will be recovered from the Contractor.
26. The bidders are required to abide by the fair wages clause as introduced by the Govt. of Odisha and will not pay less than the fair wages, fixed by the Govt. to the labour engaged by him/her for the work.
27. **The contractor is to quote his % percentage both in words and figures and put their signature on every overwriting.**
  - (a) When there is discrepancy between the rates in figures and in words, the rate quoted in words will be taken as correct.
28. The length and sizes of the M.S. or Tor steel are to be procured by the contractor and should be TAIA TISCON / SAIL or any rod approved by the Block Development Officer, Bissamcuttack Block, Rayagada.
29. No part of the contract shall sublet without writing permission of the Block Development Officer, BissamcuttackBlock, Rayagada or transfer be made by power of attorney authorizing other to receive payment on the contractor's behalf.
30. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
31. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
32. Concrete should be machine mixed unless otherwise ordered in writing by the APD (Tech)DRDA. The contractor should arrange his own concrete mixer, vibrator, and pumps etc., for this purpose at his own cost.
33. Only ACC/Konark/ Ultratech cement (OPC &PPC) are to be used and weight of each cement bag being taken as 50 Kg. and Cost of empty cement Bag will be recovered @ Rs 3.50/bag or as per S.R. (P.W.D).
34. in case of any complaint by the labourer working about the non-payment of his/her wages as per latest minimum wages Act. the Block Development Officer, Bissamcuttack Block, Rayagada, will have

the right to investigate and if the contractor is found to be in default, he/she may recover such amount due from the Contractor and pay such amount to the labourer directly under intimation to the local labour Officer of the Govt. The contractor shall not employ child labour- The decision of the B.D.O. is final and binding on the contractor.

35. No. compensation will be paid by the Department for any damage done by rain, flood, cyclone, and tide or by any other natural calamities during the execution of the work.
36. It should be understood clearly that no claim whatsoever will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the BDO and rates settled before the extra items of work or extra quantity of any item of work is taken up.
37. The bidder shall have to abide by the C.P.W.D. safety Code Rules introduced by the Govt. of India Ministry of Works Housing and Supply in their standing order No.44150 dt. 25.11.1957.
38. The Contractor shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category.
  - (a) Rent, Royalties and other charges of materials, Octopi duty, all other taxes including GST, ferry tolls, conveyance charges and other cost on account of land and building including temporary building and construction of service road and diversion road and its maintenance till completion of the work as required by the Contractor for collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of work
  - (b) Labour Camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
  - (c ) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
  - (d) Fees and duties levied by the Municipal Canal or water supply authorities.
  - (e) Suitable equipment and watering apparatus for the labour engaged in risky operation and medical aid to the labourer engaged for the work.
  - (f) Suitable fencing, barriers, signals including electric signals where necessary at work and approaches in order to protect public and employees from accident.
  - (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the workmen compensation Act.
  - (h) The Contractor has to arrange adequate lighting arrangement for the work wherever necessary at his own cost.
41. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
42. All preliminary works such as Vats, mixing platform etc. are to be done by the Contractor at his own cost.
43. The Contractor should arrange the materials like steel, cement, paint, shutters, 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 to the Contractor due to delay in procurement of materials.
44. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rate inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.

45. The Contractor will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reason what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
46. If the Contractor removes Govt. materials supplied to him/her from the work site 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/her security deposit or from the proceeds of sale thereof.
47. The selected Contractor may take delivery of departmental supply according to his need for the work issued by the Department subject to the availability of the materials. The Contractor shall make all arrangement for proper storage of materials but no cost for raising shed for storage, pay of watchman etc. will be borne by the Department. The Department is not responsible for considering the theft of materials at site. it is contractor's risk. Under any such plea if the Contractor stops the work, he/she shall have to pay the full penalty as per Clause of P1 agreement.
48. After the work is finished all surplus materials and debris's should be removed 100 meters' clear ways from work site. Preliminary works such as Vats, mixing platform etc. should be dismantled and all materials removed from the work site and premises left neat and clean and this should be inclusive of the rates.
49. The contractor should at his/her own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance. The machineries, it available, with the department may be supplied on hire as per charges fixed by the Department.
50. The depth of foundation indicated on the drawing are provisional but these may be altered if necessary in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
51. The stack of rod metal and moorum will be measured in box heaps of 1.50 X 1.50 X 0.50 M which will be taken as 1.5 X 1.5X0.44M=One Cum. The soling stone will be measured in the suitable stacks with deduction for voids @ 1/6th of volume-or more depending upon the looseness of stacking which would be determined on actual observation and deduction. No claim for carriage of water what so ever will be entertained.
52. it is the responsibility of the Contractor to procure and store explosive required for blasting operation, if any. The Department may render necessary possible help tor procuring license.
53. Items of works not covered by the tender notice shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the Competent Authority.
54. On no account, the contract work should be sublet to anybody without the prior approval of the Department. in such an event the Contract may be rescinded.

55. Dewatering from the foundation of bridges, culverts, buildings worksites etc. and watering for consolidation in roads embankments when and where necessary during execution will have to be done by the contractor and no extra payment will be made on that account.
56. Number of tests as specified in I.R.C./MORT & H/I.S.I. specification required for the construction of road/bridges/buildings or any other structural works will be conducted in any Govt. laboratories or reputed material testing laboratory as to be decided by the Engineer in-charge. Testing charges including expenditure for collection/transportation of samples/specimens etc. will be borne by the Contractor. The collection of samples and testing are to be conducted for both prior to execution as may be directed by the Engineer in- charge and on both the accounts the cost shall be borne by the Contractor.
57. Any damages caused by natural calamities should be repaired by the Contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the Contractor.
58. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha Detailed Standard Specification, Odisha, P.W.D Code, Bridge Code and MORT &H specifications with latest revision/ amendment are also binding on the part of the Contractor.
59. The contractor shall supply sample of all materials before procurement for the work for testing and acceptance as may be required by the Engineer in-charge.
60. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his/her cost. No extra payment by the Department will be made on this account and no claim what so ever will be entertained on this ground. The rates quoted by the Contractor should be inclusive of all such charges.
61. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.

## 62, TIME CONTROL

### A. Progress of work and Re-scheduling programme.

(i). The Block Development Officer / Engineer- in- Charge shall issue the letter of Acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

(ii) Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a programme commensurate to Clause No. B showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

### B. The Contractor shall submit a Bar Chart of the work before commencement of the Work.

(i). An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities

(ii). The Engineer-in-Charge's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variation and Compensation Events.

C. Extension of the Completion Date.

(i). The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Authority shall issue written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

(ii). As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Block Development Officer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Block Development Officer, Bissamcuttack and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

(iii). In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- a. Force majeure, or
- b. Abnormally bad weather, or
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or
- e. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- f. In case a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- g. Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractor's control.

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

(v). In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor

for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

D. Compensation for Delay. Compensation @ 1% per month of for delay of work, delay to be computed on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

E. Management Meetings.

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

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

F. Amendment to Para 3.5.5 (V) of Note-III of OPWD Code Vol-I by modification.

For availing incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the BDO, Bissamcuttack Block to report the actual date of completion of the project so that the report is received within 7 (seven) days of such completion by DRDA, Rayagada.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

Before 30% of contract period = 5% of Contract Value  
Before 20 to 30% of contract period = 4% of Contract Value  
Before 10 to 20% of contract period = 3% of Contract Value  
Before 5 to 10% of contract period = 2%of Contract Value  
Before 5% of contract period = 1% of Contract Value

63. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department.

- (a) Making a false statement or declaration
- (b) Past record of poor performance
- (c) Past record of abandoning the work halfway/ reassignment of contract.
- (d) Past record of in-ordinate delay in completion of the work.
- (e) Past history of litigation.

in case of the 1st lowest tendered or even the next lowest tendered withdraw in series one by one, thereby facilitating a particular tender for award, and then they shall be penalized with adequate disincentives with forfeiture of E.M.D. unless adequate justification for such back out is furnished. Appropriate action for black listing the renderers shall also be taken apart from dis incentivizing the tender.

64. The authority reserves the right for payment subject to availability of funds in concerned Head of account.

65. PROVIDING FACILITIES TO THE ENGINEER CONTRACTOR:

(a) As per works Department No.FR 11/2001/10003/00 BBSR, dt.24.05.01, 5% price preference allowed to the Engineer Contractor in the tender rates has been withdrawn.

(b) Exemption of E.M.D. to the Engineer Contractor will be allowed for a maximum of three works in a financial year for participating in the tender and the fact of participating with exemption of E.M.D. should be entered in the original Registration Certificate of the Engineer Contractor

66. The GST will be deducted from the work bill as per applicable.

67. Prevailing rate of GST & the prevailing percentage of IT Department on the gross amount of the bill will be deducted from Contractor's bill.

68. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.

69. The Contractors are required to pay royalty to Govt. as fixed from time to time and produced. 70. Such authenticated documents in support of their payment as royalty, along with their bills. Failing which, the amount of royalties of different materials as utilized by them in the work will be recovered from their bills.

70. The contractor shall be responsible for the defect liability period for one year from the date of completion of the Project.

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

- a. In Place of EMD, Bid Security Declaration form to be submitted.
- b. Copy of Original Registration Certificate, Valid VAT clearance certificate, PAN card, Original Affidavit / Additional Performance Security (APS) for the particular work of the Tender Notice along with the tender documents submitted to the Block Development officer, Bissamcuttack, Rayagada.
- c. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "C"** and **affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "D"**.
- d. Submission of Original Bid Security, tender paper cost and additional performance security as prescribed in the relevant clause of DTCN along with the tender documents.

72. The terms and conditions stipulated are comprehensive but not exhaustive. All other terms and conditions as laid down in OPWD Code Vol. I, II and. Circular in force shall also be applied for selecting a tender for award of work.

73. If the tender of the S.C./S.T. contractor is within 10% of the rate quoted by the lowest tenderer for the work, the same will be considered for awarded to him/her at the lowest tender rate. Any amendment order noticed by the Government must be enclosed by the contractor to get the facilities in the tender.

74. The selected agency will submit the Structural drawing of the Prescribed plan & also submit the Soil test report of the proposed land with his own cost. No claim of bill to be accepted by the authority for Structural Plan & Soil test of prescribed land for construction.

## 75. ADDENDUM TO THE CONDITION OF P1 CONTRACT

### **Clause-2(a) of P1 Contract: -TIME CONTROL: -**

#### **2.1. Progress of work and Re-scheduling programme.**

- 2.1.1. The **Block Development Officer concerned** shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a programme commensurate to **Clause no. 2.1.3** showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

#### **2.2. Extension of the Completion Date.**

- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Agreement is executed the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
  - i) Force majeure, or
  - ii) Abnormally bad weather, or

- iii) Serious loss or damage by fire, or
  - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
  - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
  - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
  - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

**2.3. Compensation for Delay.**

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause 2.5, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic

without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

**2.4. Management Meetings.**

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

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

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

Block Development Officer  
Bissamcuttack,

PERMANAMENT ADDRESS of the contractor

Communication Address of the Contractor

PHONE/ CELL NUMBER.

Signature of Tenderer

**CHECK LIST**

Sl no	Documents	submitted		Page No	Issuing Authority
		Yes	No		
1	2	3	4	5	6
1	Cost of tender paper				
2	Copy of valid license				
3	Copy of valid I.T/ Pan Card				
4	Copy of GSTIN				
5	In place of EMD, Bid Security Declaration form to be submitted.				
6	List of works completed in last 3 successful years				
7	No relation certificate				
8	Affidavit of no litigation				
9	Affidavit of authenticity of true document attached				
10	List of Engineer personnel to the engaged in the work.				
11	Time schedule for movement of the machineries in the work.				
12	List of project in hand				

**Signature of the Bidder**

Signature of Tenderer

## SCHEDULE-A

### CERTIFICATE OF NO RELATIONSHIP

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

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

(\*) - Strike out which is not applicable

**Signature of the Tenderer**

Date: -

**SCHEDULE-B1**  
**WORKING EXPERIENCE**

**B-1. LIST OF PROJECTS EXECUTED**

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

(\*) The certificate of Working Experience must be issued not below the rank of Executive Engineer/ Head of Office of the concerned office/department.

**SCHEDULE-B2**

**B-2. LIST OF PROJECTS IN PROGRESS**

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

Signature of Tenderer

**SCHEDULE- "C"**

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

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

**Note:**

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

**Signature of the Contractor.**

Signature of Tenderer

**SCHEDULE –“D”**

**AFFIDAVIT**

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

(Signed by an Authorized Officer of the firm /bidder)

Date:

Government of Odisha  
Works Department

Office Memorandum

File No.07556900032016 - 5288 W, dated, 4.5.2016

S.E (E)  
Circulate among S.E's & E.E's  
for their cooperation  
NCC every session  
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.08.11.2013 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.79-WF-I dt.18.03.2016.

*Order*  
4/5/16  
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.

*Sahasrini*  
4/5/2016  
FA - 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.

*Sahasrini*  
4/5/2016  
FA - cum- Addl. Secretary to Government

(P.T.O.)

Memo No. 5297 W, dated, 4.5.2016

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

FA - cum- Addl. Secretary to Government  
4/5/2016

Memo No. 5292 W, dated, 4.5.2016

Copy forwarded to EIC (Civil), Odisha / All Chief Engineers, Odisha / All Superintending Engineers / All executive Engineers (under Works Department) for information and wide circulation among sub-ordinate offices.

FA - cum- Addl. Secretary to Government  
4/5/2016

Memo No. 5293 W, dated, 4.5.2016

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

FA - cum- Addl. Secretary to Government  
4/5/2016

Memo No. 5294 W, dated, 4.5.2016

Copy forwarded to the Luminous Infoways Pvt. Ltd., N-6 / 373, Jaydev Vihar, Bhubaneswar email: support @ lipl.in for information and necessary action.

They are requested to display it in the web-site of State Government.

FA - cum- Addl. Secretary to Government  
4/5/2016

Memo No. 5295 W, dated, 4.5.2016

Copy forwarded to the Director, Printing, Stationary & Publication, Orissa, Cuttack for information and necessary action.

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

FA - cum- Addl. Secretary to Government  
4/5/2016

Memo No. 5296 W, dated, 4.5.2016

Copy forwarded to A/C-I Section / A/C-II Section / Road Section / Plan Section / Building Section / Budget Section / N.Hs. Section / FC & AA Section / PPP Cell / EAP Cell, Works Department for information and necessary action.

FA - cum- Addl. Secretary to Government  
4/5/2016

(Cont.-P.-3)

9  
A/C I  
A/C II

Annexure- I

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

Note- (II) - 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, the bidders who have 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 in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Divisional Officer in the sealed envelope along with the price bid at the time of submission of bids.

The bids of the technically qualified bidders will be opened for evaluation of the price bid. In case of the bidders quoting less bid price/rate than the estimated cost put to tender and have not furnished the exact amount of differential cost (i.e. estimated cost put to tender minus the quoted amount) as Additional Performance Security in shape of Demand Draft/Term Deposit Receipt, their price bid will not be taken in to consideration for evaluation even if they have qualified in the technical bid evaluation.

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

Note-(III) – For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Superintending Engineer, Chief Engineer & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale;

Before 30% of contract period =5% of Contract Value  
Before 20 to 30% of contract period =4% of Contract Value  
Before 10 to 20% of contract period =3% of Contract Value  
Before 5 to 10 % of contract period =2% of Contract Value  
Before 5% of contract period =1% of Contract Value "

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GOVERNMENT OF ODISHA

WORKS DEPARTMENT

\*\*\*\*\*

No.07556900052021(Pt.)-

5984

W.,

Dated

27-04-2021

OFFICE MEMORANDUM

**Subject: Bid Security / Earnest Money Deposit (EMD)**

As per amendment to Para 3.5.19 (a) (b) of OPWD Code, Volume-I, Security for the due fulfilment of the contract should invariably be taken. The security may be taken in the shape of N.S.C / Post Office Savings Bank Account / Post Office Time Deposit Account / Kissan Vikas Patra / Bank Guarantee in favour of the Divisional Officer from any Nationalised / Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar towards E.M.D.

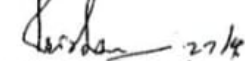
2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among vendors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of vendors to bid in tenders and hence reduce competition. Besides, Government of India have made provision in Rule-171 of General Financial Rule, 2017 asking the bidders for executing a "Bid Security Declaration" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specific in the tender documents.

3. Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to COVID-19 pandemic, it is hereby decided that **no provisions regarding Bid Security should be kept in the Bid Documents and only provision for "Bid Security Declaration" should be kept**. Further, wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalize the tender.

4. These instructions shall be deemed to be a part of OPWD Code and Rules made there under.

5. **The above instructions will be applicable for all the tenders issued till 31.12.2021.**

By order of Governor,

  
(Dr. Krishan Kumar)

Commissioner-cum-Secretary to Government

Memo No. 5985 W., Dated 27.4.21

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha/Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

Signature

S/c

  
27/04/2021  
FA-cum-Additional Secretary to Government

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT  
\*\*\*\*\*

OFFICE MEMORANDUM

No.07556900052021 4559 /W., Bhubaneswar, Dated. the 5-4-2021

**Subject:-Additional Performance Security in case of Abnormally Low Bids (ALBs).**

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/ Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No.14459/W dated 20.09.2018.

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

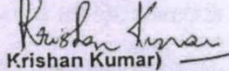
3. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security;

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)

4. This shall take effect from the date of issue of this Office Memorandum.

5. The codal provision exists in Works Department Office Memorandum No.14459/W dated 20.09.2018 stands modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Governor,

  
(Dr. Krishan Kumar) 5/4

Commissioner-cum-Secretary to Government

Memo No. 4560 W., Dated 5-4-2021

Copy forwarded to Private Secretary to Hon'ble Chief Minister, Odisha/Private Secretary to Hon'ble Minister, Works, Steel & Mines, Odisha for kind information of Hon'ble Chief Minister, Odisha & Hon'ble Minister, Works, Steel & Mines, Odisha.

FA-cum-Additional Secretary to Government  
Memo No. 4561 W., Dated 5-4-2021

Copy forwarded to OSD to Chief Secretary, Odisha/Sr. Private Secretary to Development Commissioner-cum-Additional Chief Secretary, Odisha/ Sr. Private Secretary to Principal Secretary, Finance Department for kind information of Chief Secretary/Development Commissioner-cum-Additional Chief Secretary/Principal Secretary, Finance Department.

FA-cum-Additional Secretary to Government  
Memo No. 4562 W., Dated 5-4-2021

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

FA-cum-Additional Secretary to Government  
Memo No. 4563 W., Dated 5-4-2021

Copy forwarded to All Departments of Government/ Managing Director, OB&CC Ltd., Bhubaneswar/Managing Director, OCC Ltd. Bhubaneswar/Managing Director, OSPH&WC, Bhubaneswar for information and necessary action.

FA-cum-Additional Secretary to Government  
Memo No. 4564 W., Dated 5-4-2021

Copy forwarded to EIC (Civil), Odisha/EIC (Buildings), Odisha/EIC, Water Resources, Odisha/EIC (Rural Works), Odisha/All Chief Engineers, under the Administrative Control of Works Department, R.D. Department, Water Resources Department and H&UD Department/All Superintending Engineers (under Works Department)/All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

FA-cum-Additional Secretary to Government  
Memo No. 4565 W., Dated 5-4-2021

Copy forwarded to OSWAS Control Room with a request to upload in the web-site of Works Department.

FA-cum-Additional Secretary to Government  
Memo No. 4566 W., Dated 5-4-2021

Copy forwarded to the Director, Printing, Stationary & Publication, Odisha, Cuttack by e-mail ([deputydirectorop@rediffmail.com](mailto:deputydirectorop@rediffmail.com)) for publication of this Office Memorandum in the next issue of Odisha Gazette and supply 20 (Twenty) copies to this Department for official use.

FA-cum-Additional Secretary to Government  
Signature Not Verified

Digitally signed by BIJAYA LAXMI PANDA  
Date: 2021.04.22 17:17:24 IST  
Location: Odisha-OD

## TENDER SCHEDULE

**Name Of The Work: New Construction of PHC (N) at Khambesi.**

Sl. No.	Description of work	Qty.	Unit	Estimated Cost:	
				Rate(Rs.)	Amount( Rs.)
1	2	3	4	5	6
1	Dis mantling and removing R.C.C columns Beams, Slab, Stair case, Landing, Lintels including stacking useful materials for reuse and removing the debris within 50m lead including cost of all labour T&P etc. complete.	24.8	Cum	1091.89	27078.87
2	Dismantling brick or stone masonry in lime/cement mortar above height including stacking the useful materials for reuse and removing the debris with in 50m lead including cost of all labour with T&P etc. complete. (Data for 2.83cum)	129.21	Cum	1093.18	141249.79
3	Earth work in excavation of foundation trenches & Columns in all kind of earth within initial lead and lifts including dressing the sides, shoring (if necessary), bailing out water and levelling the bed and depositing the excavated materials away from the work site including all costs of labour, sundries, tools & plants required for the work etc. complete as per direction of Engineer-in-Charge.	196.030	cum	287.88	56433.12
4	Filling in foundation and Plinth with sand well watered and rammed & dressed & level to proper gradient including all cost, conveyance, royalty taxes of all materials, labour, T & P required for the work etc. complete and as per direction of Engineer in Charge.	150.680	cum	378.53	57036.90
5	Cement concrete (1:3:6) with 4 cm. size hand broken hand granite metals of approved quality including mixing with concrete mixture, lowering & laying in layers not exceeding 300 mm. in depth, ramming compacting to proper thickness, watering, curing for required period including all cost, conveyance, royalty, taxes of all materials etc. complete as per the direction of Engineer-in-Charge.	98.870	cum	4544.56	449320.65

6	Cement Concrete(1:2:4)using 12mm size Hard brocken Granite chips(Crusher Brocken) including cost conveyance royalaties Taxes of all materials etc complete	0.670	cum	5854.18	3922.30
7	Cement Concrete (1:11/2:3) with 12mm size4 hard brocken granite chips (Crusher brocken) for RCC works. including hoisting and laying in position & compacting with vibrator to proper design section including all the cost , conveyance ,royalty & taxes of all material ,labours ,rigid smooth centering shuttering and dismentaling the same after after 28 days of casting,watering ,curing etc.complete as per the direction of engineer-in-charge.				
	column footing	27.690	cum	6703.07	185608.01
	column & roof beam	21.120	cum	12185.88	257365.79
	plinth	11.230	cum	6962.08	78184.16
	lintel bend	4.260	cum	10225.05	43558.71
	slab	35.790	cum	10871.86	389103.87
	chajha	1.460	cum	884.89	1291.94
8	Cost & Supply of M. S /HYSD/TOR Steel reinforcement of required diameter of approved quality including Labour Charges for Straighteing,Cutting ,bending Binding and Tying the grills and Placing in Position including cost ,conveyance & taxes of reinforcements conforming to ISI standard and binding wire 18 to 20 Gauge and as per drawing & design etc. complete as per direction of engineer - in -chief.	96.470	Qntl	7727.68	745489.29
9	2.5 cm thick grading concrete (1:2:2) on roof slab with 6mm size hard granite chips. On new work ,including watering,curing,scaffolding all cost,conveyance,taxes,royalties etc.per complete as per direction of engineer - in -chief. 1 sqm	280.240	Sqm	287.73	80633.46
10	Fly Ash Bricks in cement mortar (1:6) in superstructure having crushing strength not less than 75.00 kg/cm <sup>2</sup> immersing the bricks in water not less than six hours before use in masonry including watering and curing for required period with all cost conveyance, royalty, taxes of all materials etc. complete as per the direction of Engineer-in-Charge.	73.280	cum	4415.77	323587.63

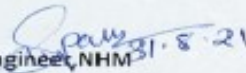
11	20 mm thick cement plaster in CM (1:4) including punning over walls finished smooth including watering, curing scaffolding including cost conveyance, royalty, taxes of all materials, labour etc. complete as per the direction of Engineer-in-Charge.	48.180	Sqm	247.50	11924.55
12	Coaltarring 2 coats including cost of coal tar paper including all cost, conveyance, royalty, taxes of all materials, labour etc. complete as per the direction of Engineer-in-Charge. per 1 sqm	48.180	Sqm	68.29	3290.21
13	6 mm thick cement plaster (1:4) over R.C.C works including deep chipping, finished smooth with proper thickness, watering, curing for required days with cost conveyance, royalty, taxes of all materials, labour etc. complete as per the direction of Engineer-in-Charge.	224.930	Sqm	152.81	34371.55
14	16 mm thick Cement Plaster in CM (1:6) over brick work including racking of joints finishing smooth with proper plumb and line watering curing for seven days with cost, conveyance, royalty, taxes of all materials, labours, T&P required for the work etc. complete as per the direction of Engineer-in-Charg	754.150	Sqm	197.15	148680.67
15	12 mm thick Cement Plaster in CM (1:6) over brick work including racking of joints finishing smooth with proper plumb and line watering curing for seven days with cost of all cost, conveyance, royalty, taxes of all materials, labours, T&P required for the work etc. complete as per the direction of Engineer-in-Charg	255.300	sqm	138.73	35417.77
16	Distemping two coats to walls with distemper of approved shade on new work to give an even shade including cost of all material and cost of all cost of labour etc. complete after cleaning the surface properly including cost, conveyance, royalty, taxes of all materials, labours, T&P required for the work etc. complete as per the direction of Engineer-in-Charg	979.080	sqm	64.93	63571.66
17	Finishing walls with water proofing cement paint (weather coat) of approved shade on new to give an even shade including cost of cement paint	255.300	Sqm	184.31	47054.34

18	Dressed seasonal sal wood work framed fixed (wrought and put up) impurlines trusses, frames of windows, ventilators & beams. as per 1 cum	0.360	Cum	50014.80		18005.33
19	Supplying, fitting, fixing up window (sliding type) made ualuminium section 9778 as windows frame, section No. 4095,4096 and 9777, as shutter window including cost of materials all taxes labour, T&P taxes etc. complete as per the direction of Engineer-in-Charge	0.000	sqm	4123.17		0.00
20	Supplying, fitting, fixing up flush doors with all accessories,fitting including cost of materials all taxes labour, T&P taxes etc. complete as per the direction of Engineer-in-Charge	0.000	Sqm	4500.00		0.00
21	providing and fixing of M.S Iron doors and windows with frames made of ISI marked standard M.S. Angles 40x40x6 mm angler section as per drawing and specification including cost of all materials and fittings such as hinges,aldrops,handles T&P etc.including cost of materials and all taxes labour etc.. complete as per the direction of Engineer-in-Charge	0.000	kg	71.53		0.00
22	Labour for fitting and fixing MS grill gate/doors/windows of approved design in proper position making good to the damages of wall of RCC or other structrual etc including mending and cutting size or groover in chaukhatas with cost,conveyance, taxes etc.complete as per the direction of Engineer-in-Charge	0.000	kg	70.80		0.00
23	Painting two coats of Asian/Burger or equivalent synthetic enamel paints over a coat of primer to iron work after smoothneing the surface by sand papering and filling the neet and holes with best quality of putty with cost,conveyance,royalty taxes of all materials and all taxes labour etc... complete as per the direction of Engineer-in-Charge	91.190	sqm	191.45		17458.33

24	fitting and fixing of vetrified tiles of premium grade having thickness 8 mm to 10 mm confirming to IS 13756 of size 60cm x 60 cm plain ( ivory) in floors with application of polymer modified cement based water resistance adhesive bed of required thickness 10 mm and filling joints with epoxy grout of approved quality including cost of all materials and all taxes labour etc.. complete as per the direction of Engineer-in-Charge	205.940	sqm	956.45	196971.31
25	providing and fixing ceramic tiles in floors ,treads or steps and landing on 25 mm thick bed of cement mortar (1:1) jointed with neat cement slury mixed with pigment to match the shades of tiles	11.160	sqm	764.60	8532.94
26	providing and fixing ceramic tiles in dadios ,skirtings and risers of steps on 12 mm thick cement plaster (1:3) jointed with neat cement slury mixed with pigment to match the shades of the tiles	206.440	sqm	743.69	153527.36
27	providing fitting and fixing chequered tiles in floors,tread,steps and landing on 25 mm bed of cement mortar (1:1)joint with neat cement slury mixed with pigment to match the shade of tiles including ,rubbing,polishing cost ,convience etc complete.	14.800	sqm	767.46	11358.41
Cost of BOQ			Rs.		3590028.92
cost of BOQ			Rs.		3590029.00
rate in Words		Rupees( Thirty Five Lakhs Ninety Thousand Twenty Nine) only			

The above mentioned Amount is excluding GST

Approved for 27 (Twenty -Seven) Items Only.

  
Junior Engineer, NHM  
Rayagada

  
Assistant Engineer, NHM  
Rayagada

  
Block Development Officer  
Bissamcuttaak

  
Executive Engineer  
Zilla Panchayat  
Rayagada

The Rate quoted by me is \_\_\_\_\_%(Excess/Less) then the estimated cost put to tender for the above work.

Signature of the Binder

Total No of Correction

Total No of Over writing

Total No of Interpolation

**Incase of collected from the official website:**

Cost of Tender Paper for the work" New Construction of Khambesi PHC(N) G.P: - Kurli" for Rs.6000.00(Rupees Six Thousand) only vide Demand Draft No\_\_\_\_\_ Dated \_\_\_\_\_ payable atBissamcuttack.

Block Development Officer  
Bissamcuttack

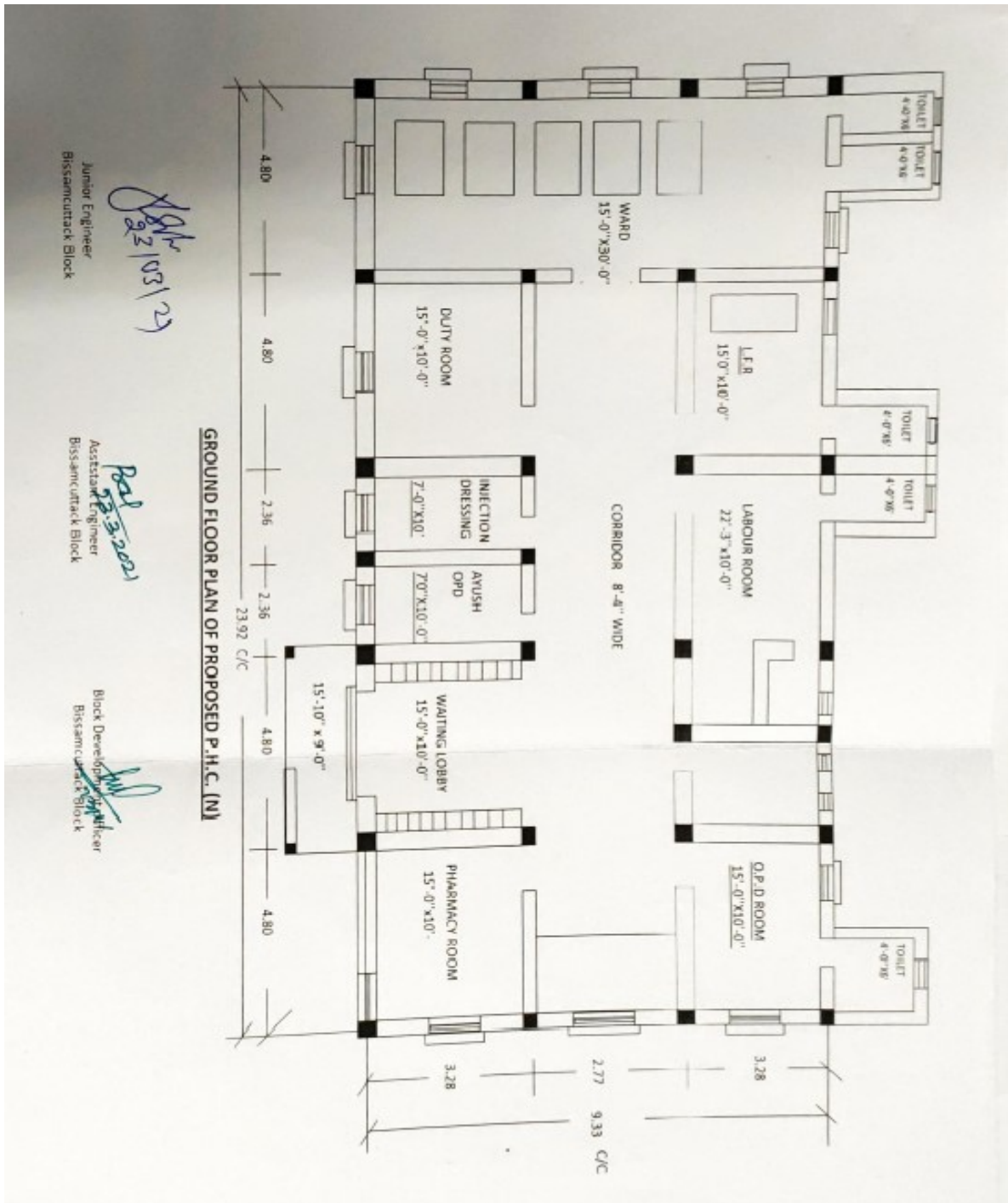
Signature of Tenderer

## **BID SECURITY DECLARATION**

I            Sri            /Smt. \_\_\_\_\_ S/o,            D/O,            W/o  
\_\_\_\_\_ Village \_\_\_\_\_

GP- \_\_\_\_\_ Block /Town \_\_\_\_\_ do hereby declare that I will not withdraw or modify my Bid till the completion of the work in case of successful Tenderer. In any case if I modify the Bid I will be solely responsible for the penal provision of the government.

**Signature of the Tenderer**



**FOR OFFICE USE ONLY**

1	In Place of EMD, Bid Security Declaration form to be submitted.	Copy Furnished	Not Furnished
2	Valid Registration Certificate	Copy Furnished	Not Furnished
3	PAN Card	Copy Furnished	Not Furnished
4	GSTIN	Copy Furnished	Not Furnished
5	Nos of Tender Paper		
6	Cost of Tender paper in case of collected from the official website i.e. Rs. _____/- in shape of Demand Draft.		
7	Affidavit of Authenticity regarding tender document	Copy Furnished	Not Furnished
8	Valid Labour License (If applicable)	Copy Furnished	Not Furnished

Block Development Officer  
**Bissamcuttack**

**Bid Document consisting of 39 (Thirty-Nine) pages only  
Approved**

**BLOCK DEVELOPMENT OFFICER, BISSAMCUTTACK**