

OFFICE OF THE

PROJECT DIRECTOR, DRDA, DHENKANAL

DETAILED TENDER CALL NOTICE

(Completion of Entrance Lobby, Reception and Admin. Block)

1. Sealed tenders are invited from registered State P.W.D."D" and above class contractors in prescribed format to be eventually drawn up in O.P.W.D. Form P-1 and will be O/O Project Director, DRDA, Dhenkanal received by the Project Director, DRDA, Dhenkanal up to 1.00 PM on Dt. 08.05.2018 for the work "Completion of Entrance Lobby, Reception and Admin. Block under Tourism Grant. Tenders received after the stipulated date and time will not be considered. Approximate Tender Cost is Rs.15,09,533/-

(a) In case of the total cost of the contracts exceeding Rs.50.00 Lakhs each tenderer who intends to furnish "Special condition", if any, should furnish their tenders in two separate sealed envelopes i.e. one containing "Special conditions" (Superscribed on the cover as technical bid and conditions) & the other "Rates for different items of work" in the prescribed schedule supplied by the Department being super scribed on the cover as 'Rate Bid'. The envelope containing "Special Conditions" will be opened first in the presence of tenderers or their authorized agents and will be evaluated after obtaining clarification, if any, from the concerned tenderers. In case, any of the "Special Conditions" is not acceptable to the tender accepting authority wholly or partly, the sealed envelopes contain 'Rates' of the concerned tenderers will not be opened. All sealed envelopes containing 'Rates' will be closed in a separate cover and sealed by the Officer opening tenders in the presence of tenderers or their authorized agents. After evaluation of the special conditions the date, time & place for opening the sealed envelopes containing the 'Rates' will be notified to the tenderers. The sealed envelopes will be opened in the presence of the tenderers or their authorized agents. The 'Rates' quoted by each tenderers will be read out in addition to the amount evaluated for each tender on account of 'Special conditions' attached to the respective tenders.

2. COST OF TENDER PAPER.

The prescribed form along with other documents can be obtained from the Office of the P.D.DRDA, Dhenkanal on receiver of Bank draft / Bankers Cheque in favour at P.D. DRDA, Dhenkanal of Rs.6,720/- (Rupees Six Thousand Seven Hundred Twenty) only (non refundable) for each set. It should, however, be noted that the Deptt. Will not be responsible if there is any delay, in receipt of tender documents by the intending contractor sent by the Deptt. through "Registered Post" /Speed Post (Not by Courier) & similarly if the tender documents sent by intending contractor through "Registered Post" do not reach the Tender receiving authority by the appointed date & time. The offer will not be considered on any account, even if tender documents were dispatched by the tenderer before the due date. The cost of Postal Registration fees to and fro will be borne by the intending tenderer by advance payment. This amount is not refundable. Tenders must be submitted in sealed covers, name of the work being noted on the cover. The last date of sale of tender papers is up to 1.00 PM on Dt.08.05.2018

3. No tenderers will be permitted to furnish their own manuscript papers.

The tender should be strictly, in accordance with the provision as mentioned in the tender schedule. Any change in the wording will not be accepted.

4. COMPLETION PERIOD

The work is to be completed in all respects within Three calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately within three days after issue of work order for approval of Addl. P.D.(Tech), DRDA, Dhenkanal

5. VALIDITY OF TENDER

All tenders received will remain valid for a period of 90 days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Deptt.

6. PERCENTAGE IN WORDS & FIGURES

The percentage rate (Less) may kindly be mentioned in Figure and words. In case of discrepancy in percentage between words & figures, the percentage quoted in words will prevail. The tender should also show the grand total of the whole tender. The tender shall be written legibly and free from erasures, overwriting or conversions of figures.

7. The tenderers shall carefully study the drawing and specifications applicable to contract and all the documents which form part of agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications & drawings, which are available for sale. Complaints at a later date, that plans specifications have not been seen or misjudged cannot be entertained.

8. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries & satisfy himself about the quality and availability of material. In every case the materials must comply with the relevant specification. Complains at a later date that the availability of materials of quarries have been misjudged, cannot be entertained.

9. SAMPLES

Samples of stones, metal, chips, bricks and steel etc. to be used are to be deposited noting the name of quarry under dated initial of the tenderer to the Addl.P.D.(Tech),DRDA, Dhenkanal before procurement for the work for testing and acceptance.

10. EARNEST MONEY DEPOSIT:

Tenderers are required to pay Earnest Money at 1% (One percent) of the Tender cost i.e. for Rs.15,100/- (Rupees Fifteen Thousand One Hundred) only either in shape of National Savings Certificate or Postal Time Deposit Pass Book (minimum for one year) and in on other form duly pledged to the P.D. DRDA, Dhenkanal, otherwise their tenders will not be considered. The earnest money will be refunded to the unsuccessful tenderers on application and the same will be retained in case of successful tenderers and will not carry any interest.

11.(a) The plan & specification for the work can be seen at the Office of the P.D.DRDA, Dhenkanal during working hours and days. Complaints at a future date that the plan and specifications have not been seen cannot be entertained.

11(b) All other information can be obtained on an application to the P.D.DRDA, Dhenkanal during office hours.

12. The Collector, Dhenkanal reserves the right to reject any or all tenders received without assigning any reason thereof.

13. EARNEST MONEY DEPOSIT AND INITIAL SECURITY DEPOSIT:

The tenderers whose tender is selected for acceptance and shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1%(one percent) of the tendered amount as shown in clause 10 above so that the earnest money and initial security deposit will be 2% of the tendered amount and sign the agreement in the O.P.W.D. Form P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the Office of the P.D.DRDA, Dhenkanal. This security deposit, together with the earnest money and the amount withheld according to the provisions of P-1 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit, as above shall entail forfeiture of the Earnest Money. No tender shall be finally accepted until the required amount of security deposit money is deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the right of both the parties and the contract shall deem 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 Government. The Department will accept the security deposit in form of or Postal Pass Book duly pledged to the P.D.DRDA, Dhenkanal and in no other form.

Provided that in cases of tenderers relating to externally aided projects/any other works of special nature where the State Govt. are required to prescribe/conditions of deposit of E.M.D. and I.S.D.

14. The contractors will be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax and Octroi charges, Ferry and Tollage charges are to be paid by the contractor.

15. PAN CARD / VAT CLEARANCE

The tender may not, at the discretion of the competent authority, be considered unless accompanied with attested true copies of the Pan card, Vat Clearance as the case may be and the original certificates are to be produced before the P.D, DRDA, Dhenkanal at the time of opening of the tenders.

16. EXTRANEIOUS CONDITIONS

The tender containing extraneous conditions not covered by the tender notice (D.T.C.N.) is liable for rejection and quotations should be strictly in

accordance with the terms mentioned in the call notices. Any change in the wording will not be accepted.

17. Letters etc. found in the tender box for raising or lowering the rates or dealing with any point in connection with the tender will not be considered.

18. A schedule of quantities accompanies with the detailed tender call notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations or omissions, deductions, deductions or additions as set forth in the conditions of contract and such omission, deduction, additions or alterations shall in no way invalidate the contract or rates and no claim for any extra monetary compensation on those accounts will be entertained.

19. The tenders will be opened by the P.D. DRDA, Dhenkanal or his authorized representative in his office room at 10.00 AM on Dt.10.05.2018 in the presence of the tenderers or their authorized representatives (Technical Bid).

20. The Collector, Dhenkanal reserves the right of authority to reject any or all tenders received without assigning any reason what-so-ever.

21. COMPENSATION ACT

The contractor should be liable to fully indemnify the Deptt. for payment of any compensation under Workmen Compensation Act. VIII of 1923 on account of the workmen being employed by the contractor & full amount of compensation paid will be recovered from the contractor.

22. Every tenderer must examine the detailed specification of Orissa before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contractor's rates. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions and such omissions deductions shall in no case invalidate the contract and no extra monetary compensation will be entertained.

23. The empty cement bags and paint drums are to be returned in good and serviceable condition failing which a rate of Rs.3.00 (Rupees Three) only will be recovered per each empty bag and per each paint drum respectively from the contractor.

24. All reinforced cement concrete work should conform to Orissa Detailed Specification and should be of grade M-20 with 12mm to 20mm black and hard

crusher broken granite stone chips (20mm size not to exceed 25%) having a minimum compressive strength (in work test) 150Kg/200kg/cm² (in 15 cm cubes) at 28 days after mixing and tests conducted in accordance with IS 456 and IS 516.

25. Shuttering and centering shall be with seasoned non sal wood planks the inside of which shall be lined with suitable sheeting and made leak-proof and water-tight or alternatively steel shuttering and centering may be used.

26. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered into within the State of Orissa and it is agreed that, neither party to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

27. After the work is finished, all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items. The ground up to 15 meter shall be cleared and rough dressed.

28. The contractor shall not interfere with the execution of water supply or electrical fittings arrangements and any other works entrusted to any other agency by the Deptt. at any time during the progress of the work.

29. The Department will have the right to inspect; the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

30. The contractor will have to arrange for water supply for all works and made sanitary arrangements at his own cost for his labour camps. The contractor has to arrange adequate lifting arrangements for night work whenever necessary at his own cost.

31. Drilling out water from the foundation either rain water or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items for the same.

32. Cement concrete in Columns, roof slabs, beams and wherever prescribed by the Engineer-in-charge shall be machine mixed and vibrated, and the contractor should arrange his own concrete mixers, vibrators, pumps etc. for the purpose.

33. a) It should be understood clearly that no claims whatever will be entertained in regard to extra items of work or extra quantity of any items besides estimated (as provided in the agreement) quantity and amount unless written order is obtained

from the Engineer-in-charge & rates settled as per clause 11 of F-2 contract before the extra items of works or extra quantity of item of work is taken up.

b) The rates for any item not covered in the agreement will be arrived on derivation from the rate of same class of item of work with any different specification provided in the agreement with addition or sub-straction of corresponding cost of materials. In case no rate can be derived from the agreement the same will be arrived or derived from the schedule of rates in vogue at the time of actual execution of that item of work.

34. The tender shall have to abide by the C.P.W.D Safety code introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing orders No. 44250 dt. 25.11.57 which can be seen in the office of the P.D.DRDA, Dhenkanal on working hours and days.

35. The contractor will abide by the Fair wages clause as introduced by the Government & as revived from time to time. Tenderers are required to abide by the Fair wages clause as introduced by Govt. of Orissa Works Deptt. letter No. VIII-R-18/5225, dt.26.2.55 and No.IIM/56/6-28842 (5), dt. 27.8.61 and as revived from time to time.

36. In case of any complaint by the labours working about the non payments or less payment of his wages as per lowest minimum wages act, the Addl. P.D.(Tech) DRDA will have the right to investigate and if the contractor is found to be in default he may recover such amount due to the contractor and pay such amount to the labours directly under investigation to the local labour officer of the Govt. The decision of the Addl. P.D.(Tech),DRDA, Dhenkanal is final and binding on the contractor.

37. CONTRACTORS T & P AND SUPPLY OF DEPTTL. T & P. TO CONTRACTORS

The contractor should arrange at his own cost necessary tools and plants such as Pumps, Vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of crush plants and cost of consumables.

38. The tenderers are required to go through each clause of P.W.D. form P-1 carefully in addition to clauses mentioned herewith before tendering.

39. No part of the contract shall be sublet without written permission of the Project Director. DRDA, Dhenkanal, or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.

40. No tender document will be sold to the intending tenderers after last date stipulated for selling Tender papers.

41. If any further necessary information is required, the Addl. P.D. (Tech) DRDA, Dhenkanal will furnish such but it must be clearly understood that tenders must be received in order and according to the instructions.

42. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.42 quintal [one bag of cement being taken as fifty (50kg)]

43. No contractors will be permitted to furnish their tender in their own manuscript papers.

44. SAMPLE OF MATERIALS

Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour and food stuff etc. and the rates may be inclusive of all these items of work. In every case the materials must comply with the relevant specification and samples of materials in sealed bag may be submitted along with the tender for approval to the Addl. P.D.(Tech),DRDA, Dhenkanal.

45. Govt. will not however, after acceptance of contract rate pay any extra charges for lead or for any other reason in case the contractor is found later on to have mis-judged the materials available.

46. All fittings for Doors and Windows, supplied by the Contractor should be of best quality and should be got approved by the Engineer-in-charge before they are used on the work.

47. After completion of the work the contractor shall arrange at his own cost all requisite equipment for testing building if found necessary and bear the entire cost of such test.

48. All reinforced cement concrete works should be finished smooth. Extra charges for plastering if required to any R.C.C. structures like columns, beams, chajas etc. shall not be paid.

49. 1% of the gross amount of bill will be deducted towards income tax along with the surcharge as applicable from the contractor's bill. Also GST will be deducted from the gross amount of the bill (s) (as applicable by Govt. from time to time).

50. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within the following or similar category.

(a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry tools conveyance charges and other costs on account of land and buildings including temporary buildings required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No rent however be payable to Government for temporary occupation of land owned by Government at the site of the works.

(b) Labour camps and huts necessary to a suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply wherever available for the staff and labour as for the works.

(d) Fees and dues hired by Municipal, Canal and Water supply authorities.

(e) Suitable equipments and wearing apparatus for the labours engaged in risky operation and watchman to guard the site and materials also.

(f) Suitable fencing barriers, signals including paraffin and electrical signal where necessary at works and approach roads in order to protect the public and employees from accidents.

(g) Compensation including cost of any suit for injury to persons of property due to neglect of any major precautions also sums which may become payable due to operation of Workmen's compensation Act.

(h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

(i) The contractor has to arrange all the building materials including the equipments required for under-reamed pile foundation for starting the work.

51. INTEREST

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

52. PRICE ESCALATION

a) Reimbursement/refund on variation in price of materials, labour and P.O.L. as per Sub-Clause (a), (b) and (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to Contractor. However, where the original contractual period is less than one year but subsequently it has been validly extended and the period becomes one year or more escalation clause shall be applicable only for the balance portion of work to be executed beyond one year provided the delay is not attributable to the contractor.

b) The contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Govt. and further, shall at the request of the Collector, Dhenkanal furnish, verified in such a manner as the Addl. P.D.(Tech),DRDA, Dhenkanal may require any document kept and such other information as the Addl. P.D.(Tech),DRDA, Dhenkanal may require.

The contractor shall within a responsible time of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L. give notice thereof to the Collector, Dhenkanal stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

53. Where it will be found necessary by the department the officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered order regarding the work whenever necessary are to be

entered in this book by the Officer-in-charge with their dated signature and duly noted by the contractor or his authorized agent with their dated signatures. Order entered in his book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the DRDA and shall not be removed from the site of work without written permission of the Addl. P.D.(Tech) DRDA, Dhenkanal and to be submitted to the Engineer-in-charge every month.

54. Over and above to these conditions the terms and conditions and rules and regulations as laid down on Orissa Detailed standard specifications and Orissa P.W.D. Code are also binding.

55. The date of issue of the notice to the contractor to attend the Office of the Project Director, DRDA, Dhenkanal for signing the agreement shall be treated as the commencement of work.

56. POWER OF ATTORNEY

No part of the contract shall be sublet without written permission of the Project Director, DRDA, Dhenkanal or transfer be made by the power of Attorney authorizing others to supervise and receive payment on the contractor's behalf.

57. LABOUR LICENSE

Under section of 12 of Contract Labour (Regulation and Abolition Act 1970) the contractor who under take execution of work through labour should produce valid license from Licensing Authority of Labour Department.

58. WITH HOLDING FOR LESS QUOTED RATES

In the event of particular item(s) of work for which the contractor has quoted rate(s) which are grossly below the corresponding estimated rates (or C.S.R.) for that particular item, the difference between the amounts according to the estimated or (C.S.R.) rates grossly under-quoted rate for quantity of work to be executed by the contractor shall be kept with-held from the payments due to the contractor until such time as the execution of the said item(s) of work is/are completed in all respects by the Contractor to the full satisfaction of the Engineer-in-charge.

59. Any defects, shrinkage or other faults which may appear within 12(Twelve) months from the completion of the work arising out of defective or improper materials or workmanship are, upon the direction of the Engineer to be amended and made good by contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decide that they ought to be paid or in case of default the department recover from the contractor the cost of making good the works.

60. From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa harmless from any claims for injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for

loss due to earthquake, flood, cyclone epidemic or any other calamity and damage so caused will have to be made good by the contractor at his own cost.

61. The percentage rates quoted by the tenders are less than the C.S.R./estimated rates the differential cost between the estimated amount and tender amount shall be withheld till the satisfactory completion of the project.

62. Necessary royalties will be recovered from bills and the same may be recovered on production of royalties paid voucher from the competent agencies.

63. The percentage of rate if the contractor has quoted the rates more than 25% of excess of the corresponding estimated rates should not be exceeded at any cost without the prior approval of the competent authority.

64. The contractor is required to pay royalties to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Addl. P.D.(Tech),DRDA, Dhenkanal 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 and deposited in the revenue of concerned department.

65. Numbers of tests as specified in I.R.C.M./M.O.S.T/I.S.I. specification required for the construction of roads/bridges/buildings or any structural works will be conducted in any government test house/Departmental laboratories or reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection/Transportation of samples, specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution of work as may be directed by the Engineer-in-charge and on both counts the cost shall be borne by the contractor.

66. New Royalty on prescribed construction materials shall be paid only after production of authenticated Certificate from the Tahasildar/Revenue Inspector only.

67. No materials like cement, steel and paints and Bitumen etc. will be supplied by the department to the work. All materials required to the work shall be arranged by the contractor at his own cost.

68. As concurred in by Law Deptt. & Finance Deptt. in their U.O.R. No.848 Dt.31.5.98, J.O.R. No.202WFD dt. 6.3.98 respectively the E.M.D. will be forfeiture in case where tenderer back out from the offer before acceptance of tender by the competent authority.

69. The following provision shall be made for agreement with the contractor under para 3.5.5. of OPWD Code Volume - 1 as :-

“Note”-II - additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. Less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of post office saving and Bank Account / NSC / P.O.T.D. Account / K.VP/deposit receipt of schedule Bank”.

70. The traffic arrangement during construction shall be responsibility of the contractor.

71. All kinds of tests required for testing of materials shall be borne by the contractor.

72. Photo graphs with soft & hard copy before repairing & after Repair are submitted for pass & payment of work bills.

73. If any recovery suggested by any Audit , then the same shall be borne by the contractor. The SD will be released after completion of AG Audit.

74. 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 Project Director, DRDA, Dhenkanal within Seven days before agreement. Failing which Tender will be summararily be rejected.

Total: 74 (Seventy Four clauses only)

Addl. P.D.(Tech)
DRDA, Dhenkanal

Project Director
DRDA, Dhenkanal

Issued to

Sri _____ Contractor, _____ Class _____

Addl. P.D.(Tech)
DRDA, Dhenkanal

Project Director
DRDA, Dhenkanal

OFFICE OF THE

PROJECT DIRECTOR, DRDA, DHENKANAL

DETAILED TENDER CALL NOTICE

(Const. of Watch Tower at Sadeibereni)

1. Sealed tenders are invited from registered State P.W.D."D" and above class contractors in prescribed format to be eventually drawn up in O.P.W.D. Form P-1 and will be O/O Project Director, DRDA, Dhenkanal received by the Project Director, DRDA, Dhenkanal up to 1.00 PM on Dt. 08.05.18 for the work "Const. of Watch Tower at Sadeibereni under Tourism Grant. Tenders received after the stipulated date and time will not be considered. Approximate Tender Cost is Rs.10,27,096/-

(a) In case of the total cost of the contracts exceeding Rs.50.00 Lakhs each tenderer who intends to furnish "Special condition", if any, should furnish their tenders in two separate sealed envelopes i.e. one containing "Special conditions" (Superscribed on the cover as technical bid and conditions) & the other "Rates for different items of work" in the prescribed schedule supplied by the Department being super scribed on the cover as 'Rate Bid'. The envelope containing "Special Conditions" will be opened first in the presence of tenderers or their authorized agents and will be evaluated after obtaining clarification, if any, from the concerned tenderers. In case, any of the "Special Conditions" is not acceptable to the tender accepting authority wholly or partly, the sealed envelopes contain 'Rates' of the concerned tenderers will not be opened. All sealed envelopes containing 'Rates' will be closed in a separate cover and sealed by the Officer opening tenders in the presence of tenderers or their authorized agents. After evaluation of the special conditions the date, time & place for opening the sealed envelopes containing the 'Rates' will be notified to the tenderers. The sealed envelopes will be opened in the presence of the tenderers or their authorized agents. The 'Rates' quoted by each tenderers will be read out in addition to the amount evaluated for each tender on account of 'Special conditions' attached to the respective tenders.

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10. EARNEST MONEY DEPOSIT:

Tenderers are required to pay Earnest Money at 1% (One percent) of the Tender cost i.e. for Rs.10,300(Rupees Ten Thousand three hundred) only either in shape of National Savings Certificate or Postal Time Deposit Pass Book (minimum for one year) and in on other form duly pledged to the P.D. DRDA, Dhenkanal, otherwise their tenders will not be considered. The earnest money will be refunded to the unsuccessful tenderers on application and the same will be retained in case of successful tenderers and will not carry any interest.

11.(a) The plan & specification for the work can be seen at the Office of the P.D.DRDA, Dhenkanal during working hours and days. Complaints at a future date that the plan and specifications have not been seen cannot be entertained.

11(b) All other information can be obtained on an application to the P.D.DRDA, Dhenkanal during office hours.

12. The Collector, Dhenkanal reserves the right to reject any or all tenders received without assigning any reason thereof.

13. EARNEST MONEY DEPOSIT AND INITIAL SECURITY DEPOSIT:

The tenderers whose tender is selected for acceptance and shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1%(one percent) of the tendered amount as shown in clause 10 above so that the earnest money and initial security deposit will be 2% of the tendered amount and sign the agreement in the O.P.W.D. Form P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the Office of the P.D.DRDA, Dhenkanal. This security deposit, together with the earnest money and the amount withheld according to the provisions of P-1 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit, as above shall entail forfeiture of the Earnest Money. No tender shall be finally accepted until the required amount of security deposit money is deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the right of both the parties and the contract shall deem 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 Government. The Department will accept the security deposit in form of or Postal Pass Book duly pledged to the P.D.DRDA, Dhenkanal and in no other form.

Provided that in cases of tenderers relating to externally aided projects/any other works of special nature where the State Govt. are required to prescribe/conditions of deposit of E.M.D. and I.S.D.

14. The contractors will be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax and Octroi charges, Ferry and Tollage charges are to be paid by the contractor.

15. PAN CARD / VAT CLEARANCE

The tender may not, at the discretion of the competent authority, be considered unless accompanied with attested true copies of the Pan card, Vat Clearance as the case may be and the original certificates are to be produced before the P.D, DRDA, Dhenkanal at the time of opening of the tenders.

16. EXTRANEIOUS CONDITIONS

The tender containing extraneous conditions not covered by the tender notice (D.T.C.N.) is liable for rejection and quotations should be strictly in

accordance with the terms mentioned in the call notices. Any change in the wording will not be accepted.

17. Letters etc. found in the tender box for raising or lowering the rates or dealing with any point in connection with the tender will not be considered.

18. A schedule of quantities accompanies with the detailed tender call notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations or omissions, deductions, deductions or additions as set forth in the conditions of contract and such omission, deduction, additions or alterations shall in no way invalidate the contract or rates and no claim for any extra monetary compensation on those accounts will be entertained.

19. The tenders will be opened by the P.D. DRDA, Dhenkanal or his authorized representative in his office room at 10.00 AM on Dt. 10.05.2018 in the presence of the tenderers or their authorized representatives (Technical Bid).

20. The Collector, Dhenkanal reserves the right of authority to reject any or all tenders received without assigning any reason what-so-ever.

21. COMPENSATION ACT

The contractor should be liable to fully indemnify the Deptt. for payment of any compensation under Workmen Compensation Act. VIII of 1923 on account of the workmen being employed by the contractor & full amount of compensation paid will be recovered from the contractor.

22. Every tenderer must examine the detailed specification of Orissa before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities or items of work mentioned in the schedule attached to the tender notice as may be considered necessary to complete the work fully and satisfactorily. Such increase shall in no case invalidate the contractor's rates. It shall be definitely understood that the Govt. does not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omissions or additions or deductions and such omissions deductions shall in no case invalidate the contract and no extra monetary compensation will be entertained.

23. The empty cement bags and paint drums are to be returned in good and serviceable condition failing which a rate of Rs.3.00 (Rupees Three) only will be recovered per each empty bag and per each paint drum respectively from the contractor.

24. All reinforced cement concrete work should conform to Orissa Detailed Specification and should be of grade M-20 with 12mm to 20mm black and hard

crusher broken granite stone chips (20mm size not to exceed 25%) having a minimum compressive strength (in work test) 150Kg/200kg/cm² (in 15 cm cubes) at 28 days after mixing and tests conducted in accordance with IS 456 and IS 516.

25. Shuttering and centering shall be with seasoned non sal wood planks the inside of which shall be lined with suitable sheeting and made leak-proof and water-tight or alternatively steel shuttering and centering may be used.

26. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered into within the State of Orissa and it is agreed that, neither party to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

27. After the work is finished, all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items. The ground up to 15 meter shall be cleared and rough dressed.

28. The contractor shall not interfere with the execution of water supply or electrical fittings arrangements and any other works entrusted to any other agency by the Deptt. at any time during the progress of the work.

29. The Department will have the right to inspect; the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

30. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. The contractor has to arrange adequate lifting arrangements for night work whenever necessary at his own cost.

31. Drilling out water from the foundation either rain water or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items for the same.

32. Cement concrete in Columns, roof slabs, beams and wherever prescribed by the Engineer-in-charge shall be machine mixed and vibrated, and the contractor should arrange his own concrete mixers, vibrators, pumps etc. for the purpose.

33. a) It should be understood clearly that no claims whatever will be entertained in regard to extra items of work or extra quantity of any items besides estimated (as provided in the agreement) quantity and amount unless written order is obtained

from the Engineer-in-charge & rates settled as per clause 11 of F-2 contract before the extra items of works or extra quantity of item of work is taken up.

b) The rates for any item not covered in the agreement will be arrived on derivation from the rate of same class of item of work with any different specification provided in the agreement with addition or sub-straction of corresponding cost of materials. In case no rate can be derived from the agreement the same will be arrived or derived from the schedule of rates in vogue at the time of actual execution of that item of work.

34. The tender shall have to abide by the C.P.W.D Safety code introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing orders No. 44250 dt. 25.11.57 which can be seen in the office of the P.D.DRDA, Dhenkanal on working hours and days.

35. The contractor will abide by the Fair wages clause as introduced by the Government & as revived from time to time. Tenderers are required to abide by the Fair wages clause as introduced by Govt. of Orissa Works Deptt. letter No. VIII-R-18/5225, dt.26.2.55 and No.IIM/56/6-28842 (5), dt. 27.8.61 and as revived from time to time.

36. In case of any complaint by the labours working about the non payments or less payment of his wages as per lowest minimum wages act, the Addl. P.D.(Tech) DRDA will have the right to investigate and if the contractor is found to be in default he may recover such amount due to the contractor and pay such amount to the labours directly under investigation to the local labour officer of the Govt. The decision of the Addl. P.D.(Tech),DRDA, Dhenkanal is final and binding on the contractor.

37. CONTRACTORS T & P AND SUPPLY OF DEPTTL. T & P. TO CONTRACTORS

The contractor should arrange at his own cost necessary tools and plants such as Pumps, Vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of crush plants and cost of consumables.

38. The tenderers are required to go through each clause of P.W.D. form P-1 carefully in addition to clauses mentioned herewith before tendering.

39. No part of the contract shall be sublet without written permission of the Project Director. DRDA, Dhenkanal, or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.

40. No tender document will be sold to the intending tenderers after last date stipulated for selling Tender papers.

41. If any further necessary information is required, the Addl. P.D. (Tech) DRDA, Dhenkanal will furnish such but it must be clearly understood that tenders must be received in order and according to the instructions.

42. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.42 quintal [one bag of cement being taken as fifty (50kg)]

43. No contractors will be permitted to furnish their tender in their own manuscript papers.

44. SAMPLE OF MATERIALS

Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour and food stuff etc. and the rates may be inclusive of all these items of work. In every case the materials must comply with the relevant specification and samples of materials in sealed bag may be submitted along with the tender for approval to the Addl. P.D.(Tech),DRDA, Dhenkanal.

45. Govt. will not however, after acceptance of contract rate pay any extra charges for lead or for any other reason in case the contractor is found later on to have mis-judged the materials available.

46. All fittings for Doors and Windows, supplied by the Contractor should be of best quality and should be got approved by the Engineer-in-charge before they are used on the work.

47. After completion of the work the contractor shall arrange at his own cost all requisite equipment for testing building if found necessary and bear the entire cost of such test.

48. All reinforced cement concrete works should be finished smooth. Extra charges for plastering if required to any R.C.C. structures like columns, beams, chajas etc. shall not be paid.

49. 1% of the gross amount of bill will be deducted towards income tax along with the surcharge as applicable from the contractor's bill. Also GST will be deducted from the gross amount of the bill (s) (as applicable by Govt. from time to time).

50. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within the following or similar category.

(a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry tools conveyance charges and other costs on account of land and buildings including temporary buildings required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No rent however be payable to Government for temporary occupation of land owned by Government at the site of the works.

(b) Labour camps and huts necessary to a suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply wherever available for the staff and labour as for the works.

(d) Fees and dues hired by Municipal, Canal and Water supply authorities.

(e) Suitable equipments and wearing apparatus for the labours engaged in risky operation and watchman to guard the site and materials also.

(f) Suitable fencing barriers, signals including paraffin and electrical signal where necessary at works and approach roads in order to protect the public and employees from accidents.

(g) Compensation including cost of any suit for injury to persons of property due to neglect of any major precautions also sums which may become payable due to operation of Workmen's compensation Act.

(h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

(i) The contractor has to arrange all the building materials including the equipments required for under-reamed pile foundation for starting the work.

51. INTEREST

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

52. PRICE ESCALATION

a) Reimbursement/refund on variation in price of materials, labour and P.O.L. as per Sub-Clause (a), (b) and (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to Contractor. However, where the original contractual period is less than one year but subsequently it has been validly extended and the period becomes one year or more escalation clause shall be applicable only for the balance portion of work to be executed beyond one year provided the delay is not attributable to the contractor.

b) The contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Govt. and further, shall at the request of the Collector, Dhenkanal furnish, verified in such a manner as the Addl. P.D.(Tech),DRDA, Dhenkanal may require any document kept and such other information as the Addl. P.D.(Tech),DRDA, Dhenkanal may require.

The contractor shall within a responsible time of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L. give notice thereof to the Collector, Dhenkanal stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

53. Where it will be found necessary by the department the officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered order regarding the work whenever necessary are to be

entered in this book by the Officer-in-charge with their dated signature and duly noted by the contractor or his authorized agent with their dated signatures. Order entered in his book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the DRDA and shall not be removed from the site of work without written permission of the Addl. P.D.(Tech) DRDA, Dhenkanal and to be submitted to the Engineer-in-charge every month.

54. Over and above to these conditions the terms and conditions and rules and regulations as laid down on Orissa Detailed standard specifications and Orissa P.W.D. Code are also binding.

55. The date of issue of the notice to the contractor to attend the Office of the Project Director, DRDA, Dhenkanal for signing the agreement shall be treated as the commencement of work.

56. POWER OF ATTORNEY

No part of the contract shall be sublet without written permission of the Project Director, DRDA, Dhenkanal or transfer be made by the power of Attorney authorizing others to supervise and receive payment on the contractor's behalf.

57. LABOUR LICENSE

Under section of 12 of Contract Labour (Regulation and Abolition Act 1970) the contractor who under take execution of work through labour should produce valid license from Licensing Authority of Labour Department.

58. WITH HOLDING FOR LESS QUOTED RATES

In the event of particular item(s) of work for which the contractor has quoted rate(s) which are grossly bellow the corresponding estimated rates (or C.S.R.) for that particular item, the difference between the amounts according to the estimated or (C.S.R.) rates grossly under-quoted rate for quantity of work to be executed by the contractor shall be kept with-held from the payments due to the contractor until such time as the execution of the said item(s) of work is/are completed an all respects by the Contractor to the full satisfaction of the Engineer-in-charge.

59. Any defects, shrinkage or other faults which may appear within 12(Twelve) months from the completion of the work arising out of defective or improper materials or workmanship are, upon the direction of the Engineer to be amended and made good by contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decide that they ought to be paid or in case of default the department recover from the contractor the cost of making good the works.

60. From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa harmless from any claims for injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for

loss due to earthquake, flood, cyclone epidemic or any other calamity and damage so caused will have to be made good by the contractor at his own cost.

61. The percentage rates quoted by the tenders are less than the C.S.R./estimated rates the differential cost between the estimated amount and tender amount shall be withheld till the satisfactory completion of the project.

62. Necessary royalties will be recovered from bills and the same may be recovered on production of royalties paid voucher from the competent agencies.

63. The percentage of rate if the contractor has quoted the rates more than 25% of excess of the corresponding estimated rates should not be exceeded at any cost without the prior approval of the competent authority.

64. The contractor is required to pay royalties to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Addl. P.D.(Tech),DRDA, Dhenkanal 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 and deposited in the revenue of concerned department.

65. Numbers of tests as specified in I.R.C.M./M.O.S.T/I.S.I. specification required for the construction of roads/bridges/buildings or any structural works will be conducted in any government test house/Departmental laboratories or reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection/Transportation of samples, specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution of work as may be directed by the Engineer-in-charge and on both counts the cost shall be borne by the contractor.

66. New Royalty on prescribed construction materials shall be paid only after production of authenticated Certificate from the Tahasildar/Revenue Inspector only.

67. No materials like cement, steel and paints and Bitumen etc. will be supplied by the department to the work. All materials required to the work shall be arranged by the contractor at his own cost.

68. As concurred in by Law Deptt. & Finance Deptt. in their U.O.R. No.848 Dt.31.5.98, J.O.R. No.202WFD dt. 6.3.98 respectively the E.M.D. will be forfeiture in case where tenderer back out from the offer before acceptance of tender by the competent authority.

69. The following provision shall be made for agreement with the contractor under para 3.5.5. of OPWD Code Volume - 1 as :-

“Note”-II - additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. Less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of post office saving and Bank Account / NSC / P.O.T.D. Account / K.VP/deposit receipt of schedule Bank”.

70. The traffic arrangement during construction shall be responsibility of the contractor.

71. All kinds of tests required for testing of materials shall be borne by the contractor.

72. Photo graphs with soft & hard copy before repairing & after Repair are submitted for pass & payment of work bills.

73. If any recovery suggested by any Audit , then the same shall be borne by the contractor. The SD will be released after completion of AG Audit.

74. 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 Project Director, DRDA, Dhenkanal within Seven days before agreement. Failing which Tender will be summararily be rejected.

Total: 74 (Seventy Four clauses only)

Addl. P.D.(Tech)
DRDA, Dhenkanal

Project Director
DRDA, Dhenkanal

Issued to

Sri _____ Contractor, _____ Class _____

Addl. P.D.(Tech)
DRDA, Dhenkanal

Project Director
DRDA, Dhenkanal

OFFICE OF THE

PROJECT DIRECTOR, DRDA, DHENKANAL

DETAILED TENDER CALL NOTICE

(Const. of Pond inside Tourism Project)

1. Sealed tenders are invited from registered State P.W.D."D" and above class contractors in prescribed format to be eventually drawn up in O.P.W.D. Form P-1 and will be O/O Project Director, DRDA, Dhenkanal received by the Project Director, DRDA, Dhenkanal up to 1.00 PM on Dt. 08.05.2018 for the work "**Const. of Pond inside Tourism Project**" under Tourism Grant. Tenders received after the stipulated date and time will not be considered. Approximate Tender Cost is Rs.14,48,686/-

(a) In case of the total cost of the contracts exceeding Rs.50.00 Lakhs each tenderer who intends to furnish "Special condition", if any, should furnish their tenders in two separate sealed envelopes i.e. one containing "Special conditions" (Superscribed on the cover as technical bid and conditions) & the other "Rates for different items of work" in the prescribed schedule supplied by the Department being super scribed on the cover as 'Rate Bid'. The envelope containing "Special Conditions" will be opened first in the presence of tenderers or their authorized agents and will be evaluated after obtaining clarification, if any, from the concerned tenderers. In case, any of the "Special Conditions" is not acceptable to the tender accepting authority wholly or partly, the sealed envelopes contain 'Rates' of the concerned tenderers will not be opened. All sealed envelopes containing 'Rates' will be closed in a separate cover and sealed by the Officer opening tenders in the presence of tenderers or their authorized agents. After evaluation of the special conditions the date, time & place for opening the sealed envelopes containing the 'Rates' will be notified to the tenderers. The sealed envelopes will be opened in the presence of the tenderers or their authorized agents. The 'Rates' quoted by each tenderers will be read out in addition to the amount evaluated for each tender on account of 'Special conditions' attached to the respective tenders.

2. COST OF TENDER PAPER.

The prescribed form along with other documents can be obtained from the Office of the P.D.DRDA, Dhenkanal on receive of Bank draft / Bankers Cheque in favour at P.D. DRDA, Dhenkanal of Rs.6,720/- (Rupees Six Thousand seven hundred twenty) only (non refundable) for each set. It should, however, be noted that the Deptt. Will not be responsible if there is any delay, in receipt of tender documents by the intending contractor sent by the Deptt. through "Registered Post" /Speed Post (Not by Courier) & similarly if the tender documents sent by intending contractor through "Registered Post" do not reach the Tender receiving authority by the appointed date & time. The offer will not be considered on any account, even if tender documents were dispatched by the tenderer before the due date. The cost of Postal Registration fees to and fro will be borne by the intending tenderer by advance payment. This amount is not refundable. Tenders must be submitted in sealed covers, name of the work being noted on the cover. The last date of sale of tender papers is up to 1.00 PM on Dt.08.05.2018.

3. No tenderers will be permitted to furnish their own manuscript papers.

The tender should be strictly, in accordance with the provision as mentioned in the tender schedule. Any change in the wording will not be accepted.

4. COMPLETION PERIOD

The work is to be completed in all respects within three calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately within three days after issue of work order for approval of Addl. P.D.(Tech), DRDA, Dhenkanal

5. VALIDITY OF TENDER

All tenders received will remain valid for a period of 90 days from the date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Deptt.

6. PERCENTAGE IN WORDS & FIGURES

The percentage rate (Less) may kindly be mentioned in Figure and words. In case of discrepancy in percentage between words & figures, the percentage quoted in words will prevail. The tender should also show the grand total of the whole tender. The tender shall be written legibly and free from erasures, overwriting or conversions of figures.

7. The tenderers shall carefully study the drawing and specifications applicable to contract and all the documents which form part of agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications & drawings, which are available for sale. Complaints at a later date, that plans specifications have not been seen or misjudged cannot be entertained.

8. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries & satisfy himself about the quality and availability of material. In every case the materials must comply with the relevant specification. Complains at a later date that the availability of materials of quarries have been misjudged, cannot be entertained.

9. SAMPLES

Samples of stones, metal, chips, bricks and steel etc. to be used are to be deposited noting the name of quarry under dated initial of the tenderer to the Addl.P.D.(Tech),DRDA, Dhenkanal before procurement for the work for testing and acceptance.

10. EARNEST MONEY DEPOSIT:

Tenderers are required to pay Earnest Money at 1% (One percent) of the Tender cost i.e. for Rs.14,500/- (Rupees Fourteen Thousand five hundred) only either in shape of National Savings Certificate or Postal Time Deposit Pass Book (minimum for one year) and in on other form duly pledged to the P.D. DRDA, Dhenkanal, otherwise their tenders will not be considered. The earnest money will be refunded to the unsuccessful tenderers on application and the same will be retained in case of successful tenderers and will not carry any interest.

11.(a) The plan & specification for the work can be seen at the Office of the P.D.DRDA, Dhenkanal during working hours and days. Complaints at a future date that the plan and specifications have not been seen cannot be entertained.

11(b) All other information can be obtained on an application to the P.D.DRDA, Dhenkanal during office hours.

12. The Collector, Dhenkanal reserves the right to reject any or all tenders received without assigning any reason thereof.

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The tenderers whose tender is selected for acceptance and shall within a period of seven days upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1%(one percent) of the tendered amount as shown in clause 10 above so that the earnest money and initial security deposit will be 2% of the tendered amount and sign the agreement in the O.P.W.D. Form P-1 (Schedule XLV No. 61) for the fulfillment of the contract in the Office of the P.D.DRDA, Dhenkanal. This security deposit, together with the earnest money and the amount withheld according to the provisions of P-1 agreement shall be retained as security deposit for the due fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit, as above shall entail forfeiture of the Earnest Money. No tender shall be finally accepted until the required amount of security deposit money is deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the right of both the parties and the contract shall deem 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 Government. The Department will accept the security deposit in form of or Postal Pass Book duly pledged to the P.D.DRDA, Dhenkanal and in no other form.

Provided that in cases of tenderers relating to externally aided projects/any other works of special nature where the State Govt. are required to prescribe/conditions of deposit of E.M.D. and I.S.D.

14. The contractors will be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax and Income Tax and Octroi charges, Ferry and Tollage charges are to be paid by the contractor.

15. PAN CARD / VAT CLEARANCE

The tender may not, at the discretion of the competent authority, be considered unless accompanied with attested true copies of the Pan card, Vat Clearance as the case may be and the original certificates are to be produced before the P.D, DRDA, Dhenkanal at the time of opening of the tenders.

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The tender containing extraneous conditions not covered by the tender notice (D.T.C.N.) is liable for rejection and quotations should be strictly in

accordance with the terms mentioned in the call notices. Any change in the wording will not be accepted.

17. Letters etc. found in the tender box for raising or lowering the rates or dealing with any point in connection with the tender will not be considered.

18. A schedule of quantities accompanies with the detailed tender call notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alterations or omissions, deductions, deductions or additions as set forth in the conditions of contract and such omission, deduction, additions or alterations shall in no way invalidate the contract or rates and no claim for any extra monetary compensation on those accounts will be entertained.

19. The tenders will be opened by the P.D. DRDA, Dhenkanal or his authorized representative in his office room at 10.00 AM on Dt.10.05.2018 in the presence of the tenderers or their authorized representatives (Technical Bid).

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The contractor should be liable to fully indemnify the Deptt. for payment of any compensation under Workmen Compensation Act. VIII of 1923 on account of the workmen being employed by the contractor & full amount of compensation paid will be recovered from the contractor.

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23. The empty cement bags and paint drums are to be returned in good and serviceable condition failing which a rate of Rs.3.00 (Rupees Three) only will be recovered per each empty bag and per each paint drum respectively from the contractor.

24. All reinforced cement concrete work should conform to Orissa Detailed Specification and should be of grade M-20 with 12mm to 20mm black and hard

crusher broken granite stone chips (20mm size not to exceed 25%) having a minimum compressive strength (in work test) 150Kg/200kg/cm² (in 15 cm cubes) at 28 days after mixing and tests conducted in accordance with IS 456 and IS 516.

25. Shuttering and centering shall be with seasoned non sal wood planks the inside of which shall be lined with suitable sheeting and made leak-proof and water-tight or alternatively steel shuttering and centering may be used.

26. For the purpose of jurisdiction in the event of dispute if any contract should be deemed to have entered into within the State of Orissa and it is agreed that, neither party to the contract nor the agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the State of Orissa.

27. After the work is finished, all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all the materials are to be removed from the site. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items. The ground up to 15 meter shall be cleared and rough dressed.

28. The contractor shall not interfere with the execution of water supply or electrical fittings arrangements and any other works entrusted to any other agency by the Deptt. at any time during the progress of the work.

29. The Department will have the right to inspect; the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

30. The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour camps. The contractor has to arrange adequate lifting arrangements for night work whenever necessary at his own cost.

31. Drilling out water from the foundation either rain water or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks level pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of those incidental items for the same.

32. Cement concrete in Columns, roof slabs, beams and wherever prescribed by the Engineer-in-charge shall be machine mixed and vibrated, and the contractor should arrange his own concrete mixers, vibrators, pumps etc. for the purpose.

33. a) It should be understood clearly that no claims whatever will be entertained in regard to extra items of work or extra quantity of any items besides estimated (as provided in the agreement) quantity and amount unless written order is obtained

from the Engineer-in-charge & rates settled as per clause 11 of F-2 contract before the extra items of works or extra quantity of item of work is taken up.

b) The rates for any item not covered in the agreement will be arrived on derivation from the rate of same class of item of work with any different specification provided in the agreement with addition or sub-straction of corresponding cost of materials. In case no rate can be derived from the agreement the same will be arrived or derived from the schedule of rates in vogue at the time of actual execution of that item of work.

34. The tender shall have to abide by the C.P.W.D Safety code introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing orders No. 44250 dt. 25.11.57 which can be seen in the office of the P.D.DRDA, Dhenkanal on working hours and days.

35. The contractor will abide by the Fair wages clause as introduced by the Government & as revived from time to time. Tenderers are required to abide by the Fair wages clause as introduced by Govt. of Orissa Works Deptt. letter No. VIII-R-18/5225, dt.26.2.55 and No.IIM/56/6-28842 (5), dt. 27.8.61 and as revived from time to time.

36. In case of any complaint by the labours working about the non payments or less payment of his wages as per lowest minimum wages act, the Addl. P.D.(Tech) DRDA will have the right to investigate and if the contractor is found to be in default he may recover such amount due to the contractor and pay such amount to the labours directly under investigation to the local labour officer of the Govt. The decision of the Addl. P.D.(Tech),DRDA, Dhenkanal is final and binding on the contractor.

37. CONTRACTORS T & P AND SUPPLY OF DEPTTL. T & P. TO CONTRACTORS

The contractor should arrange at his own cost necessary tools and plants such as Pumps, Vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of crush plants and cost of consumables.

38. The tenderers are required to go through each clause of P.W.D. form P-1 carefully in addition to clauses mentioned herewith before tendering.

39. No part of the contract shall be sublet without written permission of the Project Director. DRDA, Dhenkanal, or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.

40. No tender document will be sold to the intending tenderers after last date stipulated for selling Tender papers.

41. If any further necessary information is required, the Addl. P.D. (Tech) DRDA, Dhenkanal will furnish such but it must be clearly understood that tenders must be received in order and according to the instructions.

42. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.42 quintal [one bag of cement being taken as fifty (50kg)]

43. No contractors will be permitted to furnish their tender in their own manuscript papers.

44. **SAMPLE OF MATERIALS**

Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour and food stuff etc. and the rates may be inclusive of all these items of work. In every case the materials must comply with the relevant specification and samples of materials in sealed bag may be submitted along with the tender for approval to the Addl. P.D.(Tech),DRDA, Dhenkanal.

45. Govt. will not however, after acceptance of contract rate pay any extra charges for lead or for any other reason in case the contractor is found later on to have mis-judged the materials available.

46. All fittings for Doors and Windows, supplied by the Contractor should be of best quality and should be got approved by the Engineer-in-charge before they are used on the work.

47. After completion of the work the contractor shall arrange at his own cost all requisite equipment for testing building if found necessary and bear the entire cost of such test.

48. All reinforced cement concrete works should be finished smooth. Extra charges for plastering if required to any R.C.C. structures like columns, beams, chajas etc. shall not be paid.

49. 1% of the gross amount of bill will be deducted towards income tax along with the surcharge as applicable from the contractor's bill. Also GST will be deducted from the gross amount of the bill (s) (as applicable by Govt. from time to time).

50. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within the following or similar category.

(a) Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry tools conveyance charges and other costs on account of land and buildings including temporary buildings required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work. No rent however be payable to Government for temporary occupation of land owned by Government at the site of the works.

(b) Labour camps and huts necessary to a suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.

(c) Suitable water supply including pipe water supply wherever available for the staff and labour as for the works.

(d) Fees and dues hired by Municipal, Canal and Water supply authorities.

(e) Suitable equipments and wearing apparatus for the labours engaged in risky operation and watchman to guard the site and materials also.

(f) Suitable fencing barriers, signals including paraffin and electrical signal where necessary at works and approach roads in order to protect the public and employees from accidents.

(g) Compensation including cost of any suit for injury to persons of property due to neglect of any major precautions also sums which may become payable due to operation of Workmen's compensation Act.

(h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.

(i) The contractor has to arrange all the building materials including the equipments required for under-reamed pile foundation for starting the work.

51. INTEREST

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

52. PRICE ESCALATION

a) Reimbursement/refund on variation in price of materials, labour and P.O.L. as per Sub-Clause (a), (b) and (c) of this clause shall be applicable only in respect of contract of one year or more provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to Contractor. However, where the original contractual period is less than one year but subsequently it has been validly extended and the period becomes one year or more escalation clause shall be applicable only for the balance portion of work to be executed beyond one year provided the delay is not attributable to the contractor.

b) The contractor shall for the purpose of sub-clause (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Govt. and further, shall at the request of the Collector, Dhenkanal furnish, verified in such a manner as the Addl. P.D.(Tech),DRDA, Dhenkanal may require any document kept and such other information as the Addl. P.D.(Tech),DRDA, Dhenkanal may require.

The contractor shall within a responsible time of his becoming aware of any alteration in the price of such material, wages of labour and/or price of P.O.L. give notice thereof to the Collector, Dhenkanal stating that the same is given pursuant to this condition together with an information relating thereto which he may be in a position to supply.

53. Where it will be found necessary by the department the officer-in-charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered order regarding the work whenever necessary are to be

entered in this book by the Officer-in-charge with their dated signature and duly noted by the contractor or his authorized agent with their dated signatures. Order entered in his book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the DRDA and shall not be removed from the site of work without written permission of the Addl. P.D.(Tech) DRDA, Dhenkanal and to be submitted to the Engineer-in-charge every month.

54. Over and above to these conditions the terms and conditions and rules and regulations as laid down on Orissa Detailed standard specifications and Orissa P.W.D. Code are also binding.

55. The date of issue of the notice to the contractor to attend the Office of the Project Director, DRDA, Dhenkanal for signing the agreement shall be treated as the commencement of work.

56. POWER OF ATTORNEY

No part of the contract shall be sublet without written permission of the Project Director, DRDA, Dhenkanal or transfer be made by the power of Attorney authorizing others to supervise and receive payment on the contractor's behalf.

57. LABOUR LICENSE

Under section of 12 of Contract Labour (Regulation and Abolition Act 1970) the contractor who under take execution of work through labour should produce valid license from Licensing Authority of Labour Department.

58. WITH HOLDING FOR LESS QUOTED RATES

In the event of particular item(s) of work for which the contractor has quoted rate(s) which are grossly bellow the corresponding estimated rates (or C.S.R.) for that particular item, the difference between the amounts according to the estimated or (C.S.R.) rates grossly under-quoted rate for quantity of work to be executed by the contractor shall be kept with-held from the payments due to the contractor until such time as the execution of the said item(s) of work is/are completed an all respects by the Contractor to the full satisfaction of the Engineer-in-charge.

59. Any defects, shrinkage or other faults which may appear within 12(Twelve) months from the completion of the work arising out of defective or improper materials or workmanship are, upon the direction of the Engineer to be amended and made good by contractor at his own cost unless the Engineer for reasons to be recorded in writing shall decide that they ought to be paid or in case of default the department recover from the contractor the cost of making good the works.

60. From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repair occasioned or rendered necessary to the same by fire or other causes and they are to hold the Govt. of Orissa harmless from any claims for injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the works. Also no claim shall be entertained for

loss due to earthquake, flood, cyclone epidemic or any other calamity and damage so caused will have to be made good by the contractor at his own cost.

61. The percentage rates quoted by the tenders are less than the C.S.R./estimated rates the differential cost between the estimated amount and tender amount shall be withheld till the satisfactory completion of the project.

62. Necessary royalties will be recovered from bills and the same may be recovered on production of royalties paid voucher from the competent agencies.

63. The percentage of rate if the contractor has quoted the rates more than 25% of excess of the corresponding estimated rates should not be exceeded at any cost without the prior approval of the competent authority.

64. The contractor is required to pay royalties to Govt. as fixed from time to time and produce such documents in support of their payment to the concerned Addl. P.D.(Tech),DRDA, Dhenkanal 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 and deposited in the revenue of concerned department.

65. Numbers of tests as specified in I.R.C.M./M.O.S.T/I.S.I. specification required for the construction of roads/bridges/buildings or any structural works will be conducted in any government test house/Departmental laboratories or reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection/Transportation of samples, specimen etc. will be borne by the contractor. The collection of samples and testing are to be conducted both prior to execution and during execution of work as may be directed by the Engineer-in-charge and on both counts the cost shall be borne by the contractor.

66. New Royalty on prescribed construction materials shall be paid only after production of authenticated Certificate from the Tahasildar/Revenue Inspector only.

67. No materials like cement, steel and paints and Bitumen etc. will be supplied by the department to the work. All materials required to the work shall be arranged by the contractor at his own cost.

68. As concurred in by Law Deptt. & Finance Deptt. in their U.O.R. No.848 Dt.31.5.98, J.O.R. No.202WFD dt. 6.3.98 respectively the E.M.D. will be forfeiture in case where tenderer back out from the offer before acceptance of tender by the competent authority.

69. The following provision shall be made for agreement with the contractor under para 3.5.5. of OPWD Code Volume - 1 as :-

“Note”-II - additional performance security shall be deposited by the successful bidder when the bid amount is seriously unbalanced i.e. Less than the estimated cost by more than 10%. In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of post office saving and Bank Account / NSC / P.O.T.D. Account / K.VP/deposit receipt of schedule Bank”.

70. The traffic arrangement during construction shall be responsibility of the contractor.

71. All kinds of tests required for testing of materials shall be borne by the contractor.

72. Photo graphs with soft & hard copy before repairing & after Repair are submitted for pass & payment of work bills.

73. If any recovery suggested by any Audit , then the same shall be borne by the contractor. The SD will be released after completion of AG Audit.

74. 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 Project Director, DRDA, Dhenkanal within Seven days before agreement. Failing which Tender will be summararily be rejected.

Total: 74 (Seventy Four clauses only)

Addl. P.D.(Tech)
DRDA, Dhenkanal

Project Director
DRDA, Dhenkanal

Issued to

Sri _____ Contractor, _____ Class _____

Addl. P.D.(Tech)
DRDA, Dhenkanal

Project Director
DRDA, Dhenkanal
