



GOVERNMENT OF ODISHA
OFFICE OF THE DIVISIONAL FOREST OFFICER : SUNDARGARH DIVISION.

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Sealed **percentage rate** bids are invited on **OFFLINE in SINGLE COVER** from “**D Class**” or “**C Class**” contractors registered with the State Governments and contractors of equivalent Grade/class registered with Central Government/MES/Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in Forest Department **FORMP-1** for the work “Construction of Buildings, & Boundary Wall.

1. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & Conditions of contract and other necessary Documents can be seen in the website: **sundergarh.nic.in**.
2. The Bid documents will be available in the website : **sundergarh.nic.in** from **21.08.2021 up to 06.09.2021** for offline bidding.
3. Bids shall be received only on “Offline” on or before 05:00PM dated 06.09.2021.
4. The Original Documents only through Regd./Speed post should reach on or before **dated 06.09.2021 up to 05:00PM** and other means of posting are not allowed.
5. Technical Bids received offline shall be opened at **2:30PM** on **dated.07.09.2021** in the Office of the undersigned in presence of the Bidders who is to attend. Bidders who participated in the Bid can witness the opening of Bids.
6. The cost of Bid documents in shape of demand draft issued from any nationalized scheduled bank may be prepared in the name of the Divisional Forest Officer **and payable at** the place as mentioned in the **DTCN** separately for Sl.No.1, to 6 - Rs.6000/- , Sl. No.7,8&10-Rs.4000/- and S.L. No. 9 Rs-2000/- towards cost. The Bid cost shall be deposited in shape of Bank Draft prepared on or before the last date of receipt along with the Bid.
7. The bid is to be submitted in two covers.
 - (i) Cover- I List contains scanned EMD, Cost and GST of bid document, hard copy of registration certificate, PAN card, valid GST certificate, undertaking/certificates duly filled, affidavit, work experience certificate and documents required as per the relevant clauses of this DTCN.
 - (ii) Cover-II List contains the price bid duly filled in and signed by the bidder.
8. The intending bidders are required to produce documents viz. original Registration, valid GTCN Certificate, PAN card after opening of Technical Bid for verification purpose in the latter stage along with the original documents, preferably within three working days from the date of opening of the tender. Furnishing hard copy of such documents along with the Technical Bid is mandatory otherwise his/her bid shall be declared as non responsive and thus liable for rejection.
9. The work is to be completed in all respects within the **time period** as specified in the **DTCN**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

10. All **bids** received will remain **valid** for period as specified in the **DTCN** after the dead line date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
11. The tenderer should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-Charge indicating the satisfactory completion as per the Performa enclosed in a separate sheet of schedule-D1 and D2.
12. **No Relation certificate.**
The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the state Forest Department or Assistant/Under Secretary & above in the Forest Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The Performa for no relationship certificate is contained in a separate sheet vide Schedule-A.
13. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule-E** and required affidavit in **Schedule-F**,
The bid document will be **summararily rejected**.
14. If an individual makes the application, the individual should sign above his full type written name and current address.
15. The tender should be strictly in accordance with the provision as mentioned in the tender schedule. Any change in the wordings will not be accepted.
16. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
17. Submission of more than one tender by a bidder for a particular work will liable for rejection no fall such tender papers.
18. **Percentage rate contract (vide Works Department letter no. 8310 dt.17.05.2006) In case of Percentage Rate tender, :-**
 - (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document.
 - (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.
 - (iii) The Contractor will quote percentage excess/less up to one decimal point only. If he writes the percentage excess/less up to two or more decimal points, the first decimal point shall only be considered without rounding off.

- (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
- (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimate cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
- (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill

19. The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered into by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.

20. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Plan Layout elevation of estimate infrastructure should be as per approved plans & estimate of the Pr.C.C.F & HoFF Odisha Bhubaneswar.

21. i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and viability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

(ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution.

For the purpose of estimate, the approved quarry lead is to be provided judiciously. Range Officer In-Charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

22. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, footbridge, pylon base, winch stand and derricks and etc. as required for the work.

23. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

24. **(i) Amendment to Appendix-IX, Clause-36 of OPWD code Vol.-II by inclusion.**

If the rate quoted by the bidder is less than **15%** of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at **14.99%** (Decimal up to two numbers will be taken for all practical purposes) less than the estimated cost the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the DFO will remain present.

25. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
26. The tender containing extraneous conditions not covered by the tender notice 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.
- 27(i). Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
- ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
28. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of whatsoever.
29. The bid security (earnest money) will be retained and dealt with as per the terms and conditions of the OPWD Code.
- (a). The bidder/tenderer whose bid has been accepted will be notified of the award by the Range Officer or DFO-in-charge prior to expiration of the valid its period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Range Officer or DFO will pay the contract or in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Herein after and in the contract called the "Contract Price").
- (b). The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) and additional performance security as per Clause 27 of DTCN in form of Fixed deposit receipt to Schedule Bank/ KissanVikashPatra/PostOfficeSavingsBankAccount/NationalSavingsCertificate/PostalOfficeTime Deposit Account/ Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Sundargarh duly pledged in favour of the Divisional Forest Officer **and payable at** the place as specified in the **DTCN** and in no other form which including the amount already deposited as bid security(earnest money)shall be 2% of the value of the tendered amount (excluding 1% deposited towards hiring of equipments /machineries from outside the State if any) and sign the agreement in the **Forest Deptt. Form P-1** for the fulfillment of the contract in the office of the Divisional Forest Officer **and payable at** the place as specified in the **DTCN** or as directed. 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 and additional performance security in accordance with the provisions of the agreement.

c. The agreement will incorporate all correspondence between the officer inviting the bid and **the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement** and deliver it to the Range Officer-in-charge.

Following documents shall form part of the agreement.

- i. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading there to & required amount of performance security including additional performance security.
- ii. Standard Forest Deptt. Form **P-1** with latest amendments.

d. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the **Bid Security (Earnest money)**. No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the O/o the DFO, Sundargarh. The security will be refunded after **One year** of completion of the work and payment of the final bill and will not carry any interest.

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

f. Amendment to Para 3.5.18 Note–viii of OPWD Code Vol.-I

Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the stipulated time and incase of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

g. Amendment to Para 3.5.14 Note–I of OPWD Code Vol.-I

If L-1 bidder does not turn up for agreement after finalization of the tender then he shall be debarred from participation in bidding for three years and action will be taken to black list the contractor. In that case, the L2 bidder. If fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled in case a contractor is black listed. It will be widely published and intimated to all departments of Government and also to Govt. of India agencies working in the State.

30. The agreement will be drawn in Forest Deptt..P1 contract form and the contract for the work shall be drawn and signed by Divisional Forest Officer, Sundargarh Forest Division
31. The Civil items of works as per Schedule of quantities, shall be supervised, measured **and check measured by the** Divisional Forest Officer, Sundargarh Forest Division.
32. Any deviation in execution of the items of the agreement will mean deviation to the work as a whole. The financial implications shall be informed to the Chief Engineer (Buildings) Orissa / Pr.C.C.F, Odisha for proper action.
33. Similarly, extension of time if applied by the contractor will mean and amount to extension of time for the work will be dealt with by the DFO, Sundargarh Division as per relevant clause of P1 agreement & DTCN Code.

34. **Performance Security / Additional Performance Security :**

34.1.1 If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than bid is quoted at 14.99% (Decimals up to two 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 where all bidders / their authorized representatives, the concerned DFO will remain present.

(Amendment to Appendix-IX, Clause-36 of OPWD Code Vol.-II)
(by inclusion vide O.M.No.12366 dt.08.11.2013).

34.1.2 **Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion. Additional Performance Security (as per Office Memorandum No.4559 dtd.05.04.2021** of Works Department, Government of Odisha) 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 as given in the table below, in shape of Term Deposit Receipt pledged in favour of Divisional Forest Officer, Sundargarh/Bank Guarantee in favour of the Divisional Forest Officer, Sundargarh 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 he will be debarred from tendering for a period of 180 days. 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. 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)

35. The Civil contractor who has put the tender for the work in DTCN, will alone be responsible and answerable to the Forest Department Authority or any other competent authorities as regards to defects in the work, slow progress in the work or any other recessional parameters that may crop up during execution of the work as When any part of the work is considered by the departmental authority not to be in coherence with the agreement condition or their specifications as in the DTCN, then the contract for the total work in TCN will lead to its revision by the department if felt necessary.

36. That for the purpose of jurisdiction in the event of disputes if any of the contracts would be deemed to have been entered into within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to them after by this contract at any place outside the State of Odisha.

37. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account t of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

38. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R8/5225 Dtd.26.02.55 and No.IIM-56/628842(5)Dtd.27.09.61as amended from time to time.
39. In case of any complaint by the labour working about then on payment or less payment of his wages as per latest minimum Wages Act, the Officer authorized by the DFO will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the DFO is final and binding on the contractor.
40. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by working full within the following or similar category.
- a. Rent, royalties and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account to land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its main tenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will how ever be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there into 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 equipments and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at work sand approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become 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. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
42. No payment will be made for benchmarks, level pillars profiles and benching and leveling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
43. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
44. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing orderNo-44150dtd.25.11.57.

45. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents during office hours every day except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.
46. Bidders are required to go through each clause of Forest Deptt. Form **P-1** carefully in addition to the clause mentioned here in before tendering. In case of ambiguity, the clauses of Forest Deptt. Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
47. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
48. 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.
49. Concrete should be machine mixed unless otherwise ordered in writing by the Range Officer. The contractor should arrange his own concrete mixer, vibrator and pumps etc, for this purpose at his own cost.
50. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
51. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
52. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what-so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
53. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
54. The selected bidder may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office in-charge subject to the availability of the materials. The bidder shall make all arrangement for proper storages 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 the contractor's risk. Under any such plea if the bidder stops the work, he shall have to pay the full penalty as per clause of **P-1** agreement.
55. The Department will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges or rates fixed by the Department or current market rate whichever is higher.

56. All the materials which are to be supplied from P.W.D. store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or steel /M.S Angles, Tees and Joists etc. All the materials required should be purchased from Govt. approved store and the purchased materials may be under custody of contractor and contractor will be responsible for its safety and storage.
57. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use.
58. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used(including hooks and cranks) in the work correct to an inch or cm and their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Range Officer.
59. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
60. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Range Officer and bear the entire cost of the test.
61. No extra payment will be made for the site clearance for taking earth from the borrow areas. Earth work from cutting shall be economically utilized in filling.
62. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
63. After completion of the work, the contractor shall arrange at his own cost all requisite equipments for testing of electrical installations in the building, if felt necessary and the entire cost of such test, including the inspection by the Electrical Inspectorate group will be borne by the contractor.
64. The safety certificate of the EI work will be furnished by the agencies after getting necessary verification from the electrical inspector/equally competent authority responsible for the work prior to Energization of the building.
65. 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 encountered during soil test at field which must be taken in advance of actual execution of the foundation.
66. Wherever dewatering is imperatively necessary, the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The contractor has to do dewatering by bailing out water from the foundation, pipeline trenches, septic tank/soak pits/sumps/manhole etc either rain water or sub soil water if necessary within his quoted percentage rate.
67. No claim for carriage of water what-so-ever will be entertained.

68. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice this cost if the work as shown in the tender exceeds Rs.2,50,000/-.The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
69. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No.CodesM-22/91-15384dated 9.7.91).
70. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
71. Odisha Construction Corporation Ltd. Will be allowed price preference up to 3% over the lowest quotation or tender as laid down in works and Transport Department Resolution No-285 date-17.04.1974. The Odisha Bridge and Construction Corporation will also be allowed a price preference to the extent of upto3%over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
72. **Amendment of existing Clauses:-**By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/rice referred to above, medical aid, labour and food stuff etc. and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken into account all conditions and difficulties that may be countered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight or all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason incase the contractor claims later onto have misjudged as regard availability of materials, labour and other factors.
73. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.

74. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one Lakhs and above.
75. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards 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.
76. CESS @1(one)% of the amount of the estimated cost as per Tender notification read with latest corrigendum if any will be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
77. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
78. Under section 12 of contractors labour (Regulation and Abolition) Act.1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
79. **Sample of all material**—The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Executive Engineer.
80. Any defects, shrinkage or other faults which may be noticed within **12(twelve) months** from the completion of the work arising out of defective or improper materials or workmanship timing are up on the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default Department may recover from the contractor the cost of making good the works. The defect liability period for the work is **12(twelve) calendar months** from the date of successful completion of the work.
81. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contract or any one in his employment during the execution of the work. Also no claim shall be entertained for loss duet o earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
82. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- Clause-2(a)of P-1 Contract:-TIME CONTROL (Vide Works Department Office Memo random No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006):-**

2.1. Progress of work and Re-scheduling programmed.

- 2.1.1. The Executive Engineer /Engineer-in-Charge shall issue the letter of acceptance to the success falcon tractor. 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 other Engineer-in-Charge for approval Programmed commensurate to **Clause No.2 .1. 3 of P-1 Contract** 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 contractor 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 Range Officer that the actual progress of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Range Officer a revised programme showing the modification to the 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 Range Officer under intimation to DFO 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.

2.2 **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 DFO 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, have liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

2.2.2 As soon as possible after the Contract is concluded 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 date so commencement and completion various trades of section of the work and may be amended as necessary by agreement between the DFO 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 never the less 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 employee don the work, or.
- v) Delay on the part of other contract or so trade's men 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 Contract or taking steps to a creel rate the Remaining work and which would cause the Contract or to incur additional cost, or
- vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is be yond the Contractors control.

2.2.4 Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contract or in writing with in fourteen days of the happening of the event causing delay. The Contract or 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 Range Officer in writing, within 3 months of the date of receipt to such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reason extension by the Range Officer and this shall be binding on the contractor.

2.3 Compensation for Delay.

2.3.1 If the contract or fails to maintain the required progress in terms of clause 2 of P-1 Contract 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 Super intending 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 of P-1 Contract or that the work remains in complete.

This will al so apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month 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.

The amount of compensation may be adjusted or set-off against any sum payable to the Contract or under this or any other contract with the Government. In case, the contract or does not achieve a particular mile stone mentioned in contract data,(which his in this case the original work programmed furnished by the Contractor and approved by the Range Officer which formed a part of agreement) or the rescheduled mile stone (s) in terms of Clause 2. 5 of P-1

Contract, the amount shown against that milestone shall be with held, to be adjusted against the compensation levied at the final grant of extension of time. With holding of this amount on failure to achieve a mile stone, 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 contract or fails to make up for the delay in subsequent mile stone(s), amount mentioned against each milestone missed subsequently also shall be with held. However no interest what so ever shall be pay able on such with held 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 meeting 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 ACF, Sundargarh 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 DFO 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 P-1 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 realized from the contractor as penalty.

83. A Contract or may be blacklisted as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007of Works Department, Orissa.

As per said amendment a Contract or may be black listed

- a. Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b. Involvement in any sort of tender fixing.
- c. Constant non- achievement of milestones on in sufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d. Persistent and intentional violation of important conditions of contract.
- e. Security consideration of the State i.e. any action that jeopardizes the security of the State. Submission of false /fabricated /forged documents for consideration of a tender.

84. EIGIBILITY CRITERIA:-To be eligible for qualification, applicants shall furnish the followings.

- a. The bidders shall remit the EMD / Bid Security amount @ 1% (One percent) NIL as per circular No. 8943/F dated.18.03.2021of Govt. of Odisha in Finance Department & O.M. no.5984 dt.27.4.2021 of Works Department, Odisha.
- b. Hard Copy of valid Registration Certificate, Valid GST certificate, PAN card along with the tender Documents as per the DTCN.
- c. Information in hard copy regarding current litigation, debarring /expelling of the applicant or abandonment of work by the applicant in schedule "E" and affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "F".
- d. Submission of tender paper cost as per the DTCN.
 - (a) The total value of only **civil engineering construction** work performed in the last three financial year with certificate from the Chartered Accountant is to be furnished for the purpose of evaluation of Bid Capacity.

- (b) The statement as per **Schedule-G** showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works should be countersigned by the Engineer-in-Charge not below the rank of an Executive Engineer.
- (c) The agency who do not possess any civil engineering construction work in hand at the expected time of bidding need to upload the fact **in shape of an affidavit** for consideration of the Bid Capacity during Technical Evaluation.
- Non-furnishing of the above documents, the bid will be liable for summary rejection.

85. Defect Liability:-

The Engineer shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion of the work and continues for next **12 months**. The defects liability period shall be extended for as long as defects remain to be corrected. Every time notice of defect is given, the contractor shall correct the notified defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in the Engineer's notice. The Engineer will assess the cost of having the defects corrected and the contractor will pay the amount.

Approved


Divisional Forest Officer,
Sundargarh Forest Division.