

BID IDENTIFICATION NO:- 57/RC/CEM/ 009/2022

DATE: 11.02.2023



**INDIAN RED CROSS SOCIETY – ODISHA STATE BRANCH
BHUBANESWAR**

DETAIL TENDER CALL NOTICE

FOR THE WORK

***“Construction of New Toilets Near Back side DPTC Building and New
Exit at Back side of DPTC Building for the FY – 2022-23”***

ESTIMATED COST PUT TO TENDER: Rs. 4,45,000/-

HONORARY SECRETARY , IRCS-OSB , BHUBANESWAR

INDIAN RED CROSS SOCIETY – ODISHA STATE BRANCH BHUBANESWAR

DETAIL TENDER CALL NOTICE

01. The tender forms and other details can be obtained from the office of the Honorary Secretary on payment of Rs.2500/- (non refundable) & received up to **03.00 P.M** on **Dt. 21.01.2023** by the Honorary Secretary , IRCS-OSB , Bhubaneswar for the work “Construction of New Toilets Near Back Side of DPTC Building and New exit at Back Side of DPTC Building for the FY 2022-23” from “ D and C ” class contractors and will be opened by the Honorary Secretary , IRCS-OSB , Bhubaneswar in the presence of the tenderer or their authorized agents who wishes to attend at **03:00 P.M. on Dt. 24.01.2023**. The amount of the estimate is approximately Rs. 4,45,000/- (Rupee Four Lakhs Forty Five Thousand only) including all the taxes .
02. The tenderer should please note that the work will have to be completed within 30 [**Thirty days**], commencing from the date of issue of work order. 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. Without these Programme of works, the tender will not be accepted. Authority for acceptance of tenders would rest over the Honorary Secretary , IRCS-OSB , Bhubaneswar.
03. The tender call notice can be seen from official web site of IRCS-OSB (www.odisharedcross.org) The bidding documents can also be downloaded from internet site. The bidder who down load the bidding document from the internet site will have to pay the cost of bid document i.e. [**Rs. 2500/-**] in shape of demand draft from any nationalized bank payable at Bhubaneswar in favour of Honorary Secretary , IRCS-OSB , Bhubaneswar and submit the demand draft in separate envelop marked ‘**cost of the bidding document downloaded from internet** ‘ with bid documents. The authority will not responsible , if any portion of the approved documents available in the office of Honorary Secretary , IRCS-OSB , Bhubaneswar is excluded or modified. The download facility will be available up to last date of sale of tender papers. The cost of bid documents is not refundable.
04. Tenderer are required to pay earnest money@ 2% **Rs. 10,000/-** Either in shape of NSC / KVP / FIXED DIPOSIT from any nationalized bank payable at Bhubaneswar or / Postal Savings pass book / Postal Office Time Deposit Account only , duly pledged in favour of Honorary Secretary , IRCS-OSB , Bhubaneswar otherwise tender will not be considered.
05. Bidding documents requested by registered/speed post/by Hand only over the cost of documents. The Department will not be held responsible for the postal delay if any, in the 3 delivery of the documents or non-receipt of the same.
06. If the tender documents sent through registered / speed post, do not reach in the concerned office by the above date and time, the offer will not be considered on any account even if the tender documents were dispatched by the tenderer before the due date.
07. The tender is to be submitted with EMD, signed DTCN, attested copy of registration certificate, PAN card, valid GSTIN, original Money Receipt, certificates duly filled-in and

documents required as per the relevant clauses of this DTCN and special conditions if any. The cover is to be sealed and super scribed for the work “Construction of New Toilets Near Back Side of DPTC Building and New exit at Back Side of DPTC Building for the FY 2022-23” In order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. The bidder claiming for exemption of EMD amount must submit application separately for such purpose along with the documentary proof in Original on the date & time of opening of tender otherwise his tender is liable for rejection.

08. The tenderer are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenders. The tender submitted in the wrong box shall not be taken in to consideration.
09. Additional Performance Security shall be furnished by the successful bidder when the bid is less than 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 Term Deposit Receipt of any scheduled Bank / Kissan Vikash Patra / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account only, duly pledged in favour of the Honorary Secretary , IRCS-OSB , Bhubaneswar, in a sealed envelope along with the price bid at the time of submission of bids. The successful bidder have to furnished the exact amount of differential cost as additional performance security within 7 [Seven] days of intimation, failing which, his bid will not be taken in to consideration .The Earnest Money Deposit of the unsuccessful tenderer who are not awarded with the work will be refunded on application after the tender is finalized.
10. The security deposit deduction will be made at the rate of 10% from their gross bill amount.
11. In case of Govt. parties, co-operative Societies Diploma or Degree holders in Engineering who are registered with the Department , the rules framed by the government from time to time about EMD deposit , initial security deposit will apply.
12. The Bids will be opened on dt. **24.01.2023** at **15:00 P.M** by the Tender committee of, IRCS-OSB , Bhubaneswar, in the office of the Honorary Secretary , IRCS-OSB , Bhubaneswar. in the presence of the bidders or their authorized representatives who wish to attend. If the office happens to be closed on the last date of receipt or opening of the bids as specified, then the bids will be received / opened on the next working day at the same time and venue unless otherwise notified.
13. The plan and specifications for the work can be seen in the Office of the Honorary Secretary , IRCS-OSB , Bhubaneswar during working hours and days , Complaints at a future date that the plan and specifications have not been seen cannot be entertained. The Contractor may obtain a set of tender documents for the work from the office of the Honorary Secretary , IRCS-OSB , Bhubaneswar on payment of Rs. 2500/- which is non-refundable. The name of the work should be super scribed on the top of the cover.
14. All other information's can be obtained on application to the Honorary Secretary , IRCS-OSB , Bhubaneswar.
15. The Honorary Secretary , IRCS-OSB , Bhubaneswar reserves the right to reject any or all the tenders without assigning any reasons thereof.

16. This security deposit, together with the earnest money or the ISD amount withheld according to the provision 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 deposits above shall entail forfeiture of the earnest money. No tender shall be finally accepted until the required amount of security money deposited. The written agreement to be entered into between the Contractor and the Govt. shall be the foundation right of the parties and the contract shall be deemed to be incomplete until the agreement has first been signed by the contractor and then by the proper officers authorized to enter into the contract and then by the proper officers authorized to enter into the contract on behalf of the Govt. The Dept. will accept the security deposits in the form of NSC / KVP / FIXED DIPOSIT / (from any nationalized bank payable at (Bhubaneswar) or / Postal Savings pass book duly pledged in favour of Honorary Secretary , IRCS-OSB , Bhubaneswar and in no other form.
17. The rates (in percentage of excess / less / at per the estimate value) should be quoted in words and figures otherwise the tender will be liable for rejection.

In case of discrepancy in rates between words and figures, the rate in words shall prevail and in case of discrepancy between units. rate & totals the unit rate shall prevail. The tender shall be written legibly and free from erasures, over writings or in cases where corrections are unavoidable the same should be made by scoring out. initialing dating and rewriting.
18. The contractors will be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax & Income tax, Royalty ,Ferry. Tollage Charges, Octroi taxes, labour **CESS** is to be paid by Contractor.
19. The. tender may not, at the discretion of the competent authority be considered unless accompanied by attested copies of Valid Registration Certificate , the original money receipt towards purchase of tender documents , GST certificate, Pan card. non- assessment certificate. The original certificates of the same only should be produced before the Honorary Secretary , IRCS-OSB , Bhubaneswar for verification within 3(Three)days of opening of tender, otherwise the bid shall be considered as non – responsive and thus will be summarily rejected.
20. If the contractor removes any materials or stock so supplied to him from the site of work with a view to dispose of the same dishonestly. he should in addition to any other liability. Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five (5) times the price of the materials or stock according to the stipulated rates and the penalty so imposed shall be recovered from any sum that may then or at any time thereafter become due to the contractor or from his security or from the 'proceeds of sales thereof.
21. The contractor should be fully liable to indemnify the department for payment of any compensation under 'Workmen's' compensation Act VIII of 1928 on account of the workman being employed by him and the full amount of compensation paid will be recovered from the contractor.
22. Every tenderer must examine the detailed standard specification of Odisha 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 or decrease shall be in no case invalidate the contract or rates. It shall be understood that the Govt. do not accept any responsibility for the correctness or completeness of the quantities shown in the Schedule. The schedules are liable to alternation by omission. or additions and such omissions or deductions shall in no case invalidate the contract and no extra monetary compensation will be entertained.

23. The following materials will be supplied by the Department to the contractor at Godown at the price inclusive of storage charges as noted against each. After issue it will be contractor's responsibility for safe custody and upkeep of materials. He has also to bear all incidental charges such as transportation. Storage handling and return of empty cement bags and empty paint drums at the issuing stores. His rates quoted for the work to be inclusive of all such charges.
- (a) Cement in gunny bags at the rate of Rs-..... Rupees (.-.....) per quintal excluding cost of empty gunny bags
- (b) Paints.
- (c) M.S. Rods will be supplied at the rate of Rs / Qntl.
- (d) Tor steel will be supplied at the rate of Rs/ Qntl.
24. All the materials which are to be supplied from P. W.D. Stores will be as per the availability of stock and the contractor will have to bear charges of straightening cutting, jointing, welding cranking, hooking etc. of M.S. Rods or tor steel to required size No cut pieces of M.S. rods, M. S. Angles, Tees & joints etc. will be accepted back as surplus and all these will be contractor's property. After issue from the P. W.D. stores the materials will be under the custody of the contractor and the contractor will be responsible for its safety and storage.
25. Empty cement bags and empty paint drums e
26. tc. are to be returned in good and serviceable conditions at the issuing stores failing which Rs-..... (Rupees-) only will be recovered per bag and per drum respectively from the contractor.
27. All reinforced cement concrete work should conform to Orissa Detail standard specification and should be of proportion 1 :2:4 / 1 :1/1/2:3 having minimum compressive strength in work test of 150 Kg / cm² / 200 Kg / Cm² in 15 Cm cubes at 28 days after mixing and tests conducted in accordance with IS: 1456 & 516 using 12 mm to 20 mm size hard black broken granite chips (20 mm size not to exceed 25%).
28. Shuttering and centering shall be with seasoned Sal wood planks and the Inside of which shall be lined with suitable sheeting and made leak proof and water tight or alternatively steel shuttering may be used.
29. The selected contractor may take delivery of departmental materials according to his need for the work issued by the Honorary Secretary of the work. The contractor shall make all arrangements for proper storage of materials, but no cost for shed for the storage of materials and pay of watchman etc. be borne by the Dept These are also to be borne by the contractor. The department is not responsible for considering the theft of materials at site. It is contractors risk under any such circumstances if the contractor stops the work he shall have to pay the full penalty as per clauses of the F2 contracts.
30. 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.
31. After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary work such as Vat, mixing platform etc. are to be dismantled and all the materials are to be removed from the site. The ground up to 30 M (100 Ft) wide

from the building should be cleared and dressed.

No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

32. The contractor shall not interfere with the execution of water supply or Electrical fitting arrangements and any other works entrusted to any other agency by the department at any time during the progress of the work.
33. The Department will have the right to inspect the scaffolding & centering made for the work and can reject partly or fully such structures if found defective in their opinion.
34. The contractor will have to arrange for water supply for all works and make necessary sanitary arrangements at his own cost for his labour camp. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.
35. Bailing out water from the foundation either rain water or subsoil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars, profiles & benching and leveling round where required. The rates quoted should be for finished items of work inclusive of those incidental items of work.
36. All the quantities mentioned in the schedule are combined for ground floor and multi floors in case of multi-storied building and the rates should be through for the same.
37. Cement concrete in roof slab, beams etc. wherever prescribed by the Competent Authority shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers, vibrators, pumps etc. for the purpose.
38. It should be understood clearly that no claim what so ever will be entertained in regard to extra items of works or extra quantity of any items besides estimated amount. A written order must be obtained from the responsible works officer of fisheries department. and rates settled for the extra items of works or extra quantity of any item of work according to clause II of F2 contract The rates of 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 subtraction 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.
39. The tenderer shall have to abide by the OPWD safety code rules introduced by the Govt. of India Ministry of Works, Housing & Supply in their standing order No. 44 to 50 Dt. 25-11-57 which can be seen in the office of the Honorary Secretary , IRCS-OSB , Bhubaneswar on working hours and days.
40. Tenderer are required by the Fair wage clause as introduced by the Govt. of Orissa, Works Dept. No. CA. VIIIIR 18/52-25 Dt. 26-2-55 & No.11 M/ 56/61-28842 (5) Dt. 27-9-61 in case of any complaint by the labourers working about the nonpayment or less payment of his/her wages as per minimum wages act the Engineer will have the right to investigate and if contractor is found to be in default he may recover such amount from the dues of the contractor and pay the due amount to such labourer directly under intimation to the local labour officer and the Govt. and the decision of the Honorary Secretary , IRCS-OSB , Bhubaneswar will be final and binding on the contractor
41. The department will have the right to supply at any time in the interest of the work any departmental materials to be used in the work, in addition to those mentioned In the clause and the contractor shall use such materials without any controversy or dispute on that account. The rates of such materials will be at the stock issue rates fixed by the

department plus storage charges or market rates whichever is higher.

42. The contractor will be responsible for the loss or damage of any departmental materials equipments supplied to him under clause 13/30 during execution of the work due to reasons whatsoever and the cost of such materials will be recovered from him at the prevailing stock issue rate plus storage charges or market rates whichever is higher.
43. The contractor should arrange at his own cost necessary tools & plants, machines, concrete mixers & Vibrators & other machineries such as pumps etc. required for the efficient execution of the work and the rates quoted should be inclusive of the running charges of such plant and cost of consumables.
44. The contractor will have to submit the Honorary Secretary , IRCS-OSB , Bhubaneswar monthly return of labour both skilled and unskilled employed by him on the work.
45. The tenderers are required to go through such clause of P. W.D. Form No F2 carefully in addition to clause mentioned herewith before tendering. No part of the contract shall be sublet without written permission of the Honorary Secretary , IRCS-OSB , Bhubaneswar or transfer made by power of attorney authorizing others to receive payment on the contractor's behalf.
46. If further necessary information is required, the Honorary Secretary , IRCS-OSB , Bhubaneswar will furnish such, but it must be clearly understood that the tenders must be received in order and according to instructions.
47. Cement shall be used by bags and weight of one cubic meter of cement being taken as 14.42 quintals.
48. In the event of any delay due to Dept. in the supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be granted on the application of the contractor. But no claim for monetary compensation will be entertained under any such circumstances for which a no claim undertaking has to be furnished by the contractor in the prescribed Performa along with the application for extension of time submitted by him.
49. No contractor will be permitted to furnish their tenders in their own manuscript papers.
50. 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 & food stuffs etc. and the rates should be inclusive of all those Items of work. In every case the materials must comply with the relevant specifications and samples of stones, metals, chips etc. and other materials to be used are to be deposited in sealed bags duly labeled noting the name of quarry under dated initials by the tenderer for approval of the Honorary Secretary , IRCS-OSB , Bhubaneswar .
51. IRCS-OSB , Bhubaneswar will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons in case the contractor is found later on to have misjudged the materials available.
52. All fitting for doors & windows , Colour , Tile & Sanitary fittings if supplied by the Contractor should be of best quality and should be got approved by the Honorary Secretary , IRCS-OSB , Bhubaneswar before they are used in the work.
53. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
54. The contractor shall have to furnish a certificate along with tender to the effect that he is

not related to any officers of the rank of Engineer and above and any officer of the rank of Under. Secretary & above of the IRCS-OSB , Bhubaneswar.

55. All the tenders received will remain valid for a period of ninety days from the date of receipt of tenders. The period of validity can also be extended if agreed to by the IRCS-OSB , Bhubaneswar and the contractor.
56. 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.
57. Tenderers are required to submit (1) a list of works in their hands in the prescribed proforma enclosed herewith (2) list of T & P (3) List of works executed along with the tender.
58. Letter etc. found in the tender box raising or lowering rates or dealing with any point in connection with the tender will not be considered.
59. All reinforced cement concrete works like lintels, column, beam, chajja. Roof slab & other such works should be finished smooth and No extra charges for plastering if required shall be paid by the Dept.
60. Tenderers may at their opinion quote reasonable rates for each item of the work carefully, so that the rate for any item should not be unworkable low and other too high.
61. The contractor shall employ one or more Engineering Graduate or Diploma Engineers as apprentices at his own cost for works costing As. 2.5 lakhs or more . The period of employment will commence within one month from the date of issue of work order and would last till the date when 90% of work is completed Number of apprentices employed should fixed by Engineer in a manner so that the total expenditure does not exceed 1 % of the Tendered cost of the work (under works & Transport Dept. No. 67811 Dt. 12-8-67).
62. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by work falling within the following or similar category.
 - (a) Rent royalties and other charges of materials. Octroi duties, all other taxes Including sales tax, ferry/ tools conveyance charges and other cost on account of land and building including temporary building required by the tenderer for collection of materials storage housing of staff or other by the tenderer for purpose of the work. No rent will however be payable to Govt. for temporary occupation of land or owned by Govt. at the site of the work.
 - (b) labourers camp or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
 - (c) Suitable water supply including pipe water supply wherever available for the staff and the labour as well as for the work.
 - (d) Fees and dues levied by the Municipal Canal or water supply authorities.
 - (e) Suitable equipments and wearing apparatus for labour engaged in risky operations.
 - (f) Suitable fencing barriers signals including paraffin & electric signals where necessary at works and approaches in order to protect the public and employees from accidents
 - (g) Compensation including cost of any suits for injury to persons or property due to neglect or any major precautions and also sums which may become payable due to operation of workmen compensation act.
 - (h) The contractor has to arrange adequate lighting arrangements for night work wherever

necessary at his own cost.

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

63. 1% (One percent) of gross amount of the bill be deducted towards Income-tax from the contractors bills.

63 (a) If during the progress of work the price of any materials in the work not being materials supplied from the Engineer-in-charge's stores (in accordance with clause hereof) increase or decrease as a result of increase or decrease in the average wholesale price index (all commodities). and the contractor thereupon necessarily pays In respect of that material (incorporated in the work) such increased or decreased price then he shall be entitled to reimbursement or liable to refund quarterly, as the case may be such an amount, as shall be equivalent to the plus or minus difference of 75% in between the average wholesale price index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened. as per the Formula indicated below-

Formula to calculate the .increase or decrease in the price of material

$$V_m = \frac{0.75 \times p_m}{100} \times \frac{R(1-I)}{10}$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to change in the price of materials.

R = The value of work done in rupees during the quarter under consideration.

I = The average wholesale price index (all commodities) for the quarter in which the tender was opened as published in the Indian labour journal/Economic Adviser, Ministry of Industries, Govt. of India.

I = The average wholesale price index (all commodities) for the quarter under consideration.

P_m =percentage of material component as per Sub-clause of this clause.

(b) Similarly, if during the progress of work, the wage of labour increases or decreases as a result of Industrial workers (Wholesale price) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula Indicated below ;-

Formula to calculate the increase of decrease in the cost of labour

V_l = Increase or decrease in the cost of work during the quarter under consideration due to change in the rate of labour.

R = The value of work done in Rupees during the quarter under consideration.

I_O = The average consumer's price Index for the quarter industrial workers (wholesale price) for the quarter in which tender was opened.

I = The average Consumer's Price Index for Industrial workers (Whole sale price) for the quarter under consideration

P_l = Percentage of Labour Component as per Sub-clause of this clause

(c) Similarly, if during the progress of work, the price of petrol. Oil and lubricants (Diesel Oil being the representatives for price adjustment) increases or decreases as a result of the price fixed therefore by the Govt. of India and the contractor thereupon necessarily and properly pays such increased or decreased price towards petrol, PO L and Lubricants

used in execution of the work. then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such difference in an amount, as shall be equivalent to the plus or minus difference in between the price of POL which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below

Formula to calculate the increase or decrease in the price of POL

$$KI = 0.75 \times \frac{R_2}{D1} \times R \times (12-D1)$$

KI = Increase in the cost of work during the quarter under consideration due to change in the price of P.O.L.

R = The value of work done in Rupees during the quarter under consideration

D1 = Average price per liter of diesel Oil was fixed by the Govt. of India during the quarter in which the tender was opened.

D2 = Average price per liter of diesel Oil which is fixed during the quarter under consideration.

K2 = Percentage of P.O.L. component as per Sub-clause of this clause

- (d) The following shall be the percentage of materials, labour and P.O.L. Component for reimbursement refund on variation in price of material, labour and P.O.L as per Sub-clause (a), (b) & (c) of this clause.

Category of Work	Contractor's supply			Dept. supply of materials
	% of Material	% of Labour	% of P.O.L.	
Irrgn. Works				
(A) Structural works	20%	30%	5%	45%
(B) Earth work, Canal work embankment work etc.	20%	60%	5%	15%
R & B Work :	20%	30%	5%	45%
(a) Bridge work	45%	40%	5%	10%
(b) Road Work	30%	30%	5%	35%
(c) Building Work				

(Where brick is supplied by the Dept. It should be 20% instead of 30%)

(e) Reimbursement/refund on variation in price of materials, labour and POL as per Sub-clause (a), (b) and (c) of this sub-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 for not attributable to contractor. However 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.

(f) The contractor shall for the purpose of sub-clause (a),(b),(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 fully authorized representative of Govt. and further shall at the request of the Competent Authority may require any document kept and as such other information as the Competent Authority may require.

The contractor shall within a reasonable time of his becoming aware of any

alternation in the prices of such material, wages or labour and/ or price of P.O.L. give notice thereof to the Competent Authority stating that the same is given pursuant to this condition together with and information relating thereby which he may be in a position to supply No claims for price adjustment other than these provided herein shall be entertained

64. The bidder shall furnish an affidavit in support of authenticity of documents , relaxation of EMD in case of Engineer Contractor along with the bid. The authority reserves the right to verify the authenticity of documents in case of any doubt or complain.
65. The schedule caste / schedule tribe contractors desires to avail the facility of 10% price preference should enclose the copy of their registration certificate stating fact of the caste by their registration authority with the bid, failing which they will not get the price preference as per rule in force.
66. Submission of more than one tender paper by a bidder for a particular work will liable for rejection of all such tender papers.
67. Over and above to these conditions the terms and conditions and rules and regulations as laid down in Orissa Detailed Standard Specifications and Orissa P. W. D. code and it's up to date amendments/contractual provisions are also binding on the part of this contract.
68. Under the circumstances interest is chargeable for the dues or additional dues. if any payable for the work.
69. Items where the rates quoted by the tenders are less than 25% below the current schedule of rates/estimated rates the differential cost between the estimated amount and the tender amount shall be withheld till the completion of such items having low rates.
70. The date of issue of the notice to the contractor to attend **Office Of Honorary Secretary , IRCS-OSB , Bhubaneswar** for signing the agreement shall be treated as the date of commencement of work.
71. If the contractor quote abnormally low rates for some items and department decide to accept his tender that the Dept. would have the discretion of withholding the differential cost between such highly low rated items and schedule of rates from their payment direct against other items till such low rates items are complete.
72. Bidders must furnish their present e-mail address/ fax no./ telephone no. for correspondence.
73. **The “Bidder”, interested to participate in the quotation/tender, should visit the site of work and get himself acquainted with site conditions before submitting the quotations/tenders.**

(Seventy Three) clauses only.

Sd/-
Honorary Secretary
IRCS-OSB

Bidder(s) is/are required to submit the information in the following Schedules

SCHEDULE – A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* related / not related (*) to any officer of the rank of Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the IRCS-OSB , Bhubaneswar. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and

I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Signature of the Bidder

Date:-

SCHEDULE – B

**WORKING EXPERIENCE
LIST OF SIMILAR NATURE OF PROJECTS IN PROGRESS**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement No.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Note: The above information is to be certified by the Tender committee of the department.

Signature of the Bidder
Date.....

SCHEDULE – C

**WORK EXPERIENCE
LIST OF SIMILAR NATURE OF PROJECTS EXECUTED**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees/ Agreement no.	Major Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Note: The above information is to be certified by the Tender committee of the department

Signature of the Bidder
Date.

SCHEDULE – D

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

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

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

Signature of the Bidder
Date.

AFFIDAVIT

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

(Signature of Bidder)

Name of Firm

Date:

RELATIONSHIP DECLARATION

To
The Honorary Secretary
IRCS-OSB
Bhubaneswar

Subject: (“Construction of New Toilets Near Back Side of DPTC Building and New exit at Back Side of DPTC Building for the FY 2022-23”)

Reference: (Bid reference number)

Sir,
Pursuant to clause 2 of the ITB, it is to inform that I have relative(s) employed as an Officer in the rank of an Engineer/Accountant /Under Secretary/Joint Secretary under the Department. His (Their) details are as follows.

Relationship:

Name:

Designation

Office

Address

Pursuant to clause 2 of the ITB, I am to submit herewith the names of persons who are working under my firm having near relatives to any gazetted officer in the rank of an Engineer/ Accountant /Under Secretary/ Joint Secretary in the Department.

Sl No	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
			Relationship Name: Designation Office Address
			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employment with any gazetted officer in the rank of an Engineer/ Accountant /Under Secretary/ Joint Secretary in the Department. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature of the Bidder.

Date:-

CONTRACT AGREEMENT

Clause – 01 :

The work is to be carried on with due diligence and in accordance with the all the technical specification in force about which the contractor is fully aware of, all work executed is to be done in a workman like manner. The materials used, when supplied by the party to be of the best of the several kinds procurable (adhere to the technical specification provided) and in all cases is subject to the approval of the Competent Authority of IRCS-OSB for the time being whose decision as to the rate of progress and quality of the work or material shall be final and binding on the contractor.

Clause – 02 :

The quantity of work executed shall be measured and payments made on the completion of the work or on termination of the agreement, final measurements will be made and the account adjusted accordingly. The IRCS-OSB will deduct from the bill a sum not exceeding 10% (Ten percent) of the value of the work done as security for rectification of such defects in the work may be noticed within 12 months time after final completion of the work. The contractor shall rectify such defects within such period as the Competent Authority of IRCS-OSB may decide and if the contractor fails to rectify the defects within that period these will be rectified by the Competent Authority at the expense of the contractor and if a deduction from the bill has been made as aforesaid the cost of the 10% of the value of work towards deposit made by the contractor shall be refunded twelve months after completion of work to the satisfaction of IRCS-OSB.

Clause – 03 :

The IRCS-OSB may put an end to this agreement at their option at any time without assigning any reason thereto. In case of bad work, or materials, the Competent Authority may remove the same and have it replace reconstructed at the cost of the contractor.

The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labourer ,for the work done by such labourer, wages not less than the minimum wage a prescribe by the State Govt. for the time being. The contractor will fully abide by the State & Central Labour Laws.

Clause -04 :

The Competent Authority or the authorized person shall have the right to enquire in to and to decide complaint alleging that the wages paid by the contractor to any labourer for the work done by labourer is less that the wages paid for similar work in the neighborhood.

Clause - 05 :

Quantity of work items shown in the enclosed schedule is variable on plus or minus side. The contractor is to execute the variation quantity as per the direction of the Competent Authority without any claim or compensation on this account.

Clause - 06 :

The contractor shall carry out any item of the work as instructed by the Competent Authority in connection with the work those are not covered in the contract. On receipt of verbal or written instruction from the Competent Authority of IRCS-OSB, he shall quote the rate for some duly supported by rate analysis within seven days from the date of issue of such instruction. The Competent Authority shall frame the rate for such extra item of work, in case the contractor fails to provide the same within the stipulated period in which case the rate (s) so framed by the Competent Authority shall be final and binding on the contractor.

Clause- 07 :

The work is to be completed in all respect by 21 complete days from date of receiving of the work order failing which penalty @0.5% of the contracted amount shall be levied per day till such period the contracted value. Also IRCS-OSB reserves the right terminating the contract during contractual period if the contractor fails to show proportionate progress and in such case contractor shall be liable for penalty at the discretion of the IRCS-OSB, not exceeding 10% of the contractual value. 2% EMD shall be refunded soon after satisfactory completion of work.

Clause -08 :

The Honorary Secretary, IRCS-OSB at his discretion may wave the penalty for delay in execution should be contractor apply for time extension with proper justification.7 days before such anticipated hindrance causing delay in work.

Clause – 09 :

The annexed work schedule only gives a general description of each item of work. Theses shall not be constructed as detailed contractual specification, which shall be as per PWD specification for respective item of work.

Clause – 10 :

The annexed work conditions and specifications shall constitute as part of the contract. The IRCS-OSB reserves the right of altering such works, quantity as incorporated in the tender schedule.

Clause – 11 :

In cases where the amount of the accepted tender exceeds the amount of A/A by more than 10 percent normally revised A/A should be obtained. However, for reduction in cost there will be no need of revised Administrative Approval. In case of delay,permission for going ahead with award of work from the authority competent to record A/A should be obtained before commencement of work.

ii. In cases where the total value of a contract increases due to deviation in the course of execution and in consequence there of the amount of A/A is likely to exceed the prescribed limit of 10(ten) percent approval to the deviation statement can be accorded by the authority competent to accept the tender after the revised A/A is obtained. In case of delay, clearances from the authority competent to accord revised A/A to proceed with the work should be obtained.

Clause – 12 :

In case of any dispute not being settled between the parties (IRCS-OSB and contractor), the appropriate law court at Bhubaneswar should have the jurisdiction for adjudication of the dispute.

Signature of the Contractor

Date :

1.

2.

Witness

Full Signature & Address

**Sd/-
Honorary Secretary
IRCS-OSB**

PRICE BID

BILL OF QUANTITY

FOR THE WORK

“Construction of New Toilets Near Back Side of DPTC Building and
New exit at Back Side of DPTC Building for the FY 2022-23 ”

ESTIMATED COST PUT TO TENDER: Rs. 4,45,000/-

**INDIAN RED CROSS SOCIETY – ODISHA STATE BRANCH
BHUBANESWAR**