



**ଓଡିଶା ବିଦ୍ୟୁତ୍ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲି.ଠ.**  
**ODISHA POWER TRANSMISSION CORPORATION LIMITED**

(A Government of Odisha Undertaking)

**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)**

**CIVIL WORKS DIVISION NO-II, OPTCL, BURLA-768017**

Phone No-0633-2430189, Mail : cvl.div.brl@optcl.co.in

CIN-U401020R2004SGC007553

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## **DETAILED TENDER CALL NOTICE**

No.-04 of 2022-23 (Work Sl. No. 02)

### **NAME OF THE WORK**

"Improvement to Office Building of the Executive Director for Western Zone of OPTCL presently housed at the premises of OPTCL-Transit House in the Qtrs. No. SD-1/1 at PG Chowk in Burla for accommodating a Store & Record Room facilities"

ESTIMATED AMOUNT (EXCLUSIVE GST): - Rs. 8,47,932.00

ISSUE TO THE TENDERER \_\_\_\_\_

On payment of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_

vide Money Receipt No. \_\_\_\_\_ dtd. \_\_\_\_\_



## **ODISHA POWER TRANSMISSION CORPORATION LIMITED**

(A Government of Odisha Undertaking)

### **OFFICE OF THE EXECUTIVE ENGINEER**

**CIVIL WORKS DIVISION NO-II, OPTCL, BURLA-768017**

**Phone No-0633-240189, Mail : cvl.div.brl @optcl.co.in**

**CIN-U401020R2004SGC007553**

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### **DETAILED TENDER CALL NOTICE**

1. Sealed tenders are invited from the registered PWD D&C class contractors in prescribed form (to be eventually drawn in PWD form No. P-1) which will be sold and received by the office of the Executive Engineer (Civil), Civil Works Division No-II, OPTCL, Burla from dt. **16.12.2022 to dt. 29.12.2022** during office hours (11:00 A.M to 5:00 P.M) except dtd. 29.12.2022 on which the time is fixed up to 2:00 P.M. The receipt of the same will be from dt. 16.12.2022 to dt. 29.12.2022 up to 5.00 P.M during Office hours. **Close of receipt of Bid Documents will be on dt. 29.12.2022 at 5.00 PM** during office hours for the work **"Improvement to Office Building of the Executive Director for Western Zone of OPTCL presently housed at the premises of OPTCL-Transit House in the Qtrs. No. SD-1/1 at PG Chowk in Burla for accommodating a Store & Record Room facilities"** and will be **opened** by the Executive Engineer (Civil), Civil Works Division No-II, OPTCL, Burla in the presence of the tenderers or their authorized agents on **dtd. 30.12.2022 at 11.30 A.M**. The amount of the estimate excluding GST is approximately **Rs.8,47,932.00** (Rupees Eight lakhs Forty-seven thousand nine hundred thirty-two) Only.

In case of all lumps sum contractors and percentage rate contract exceeding Rs. 20.00 lakhs, each tenderer who intends to furnish "special condition" if any, should furnish their tenders in two separate sealed envelopes i.e containing "special condition" (i.e. Technical bid and condition) and the other "Rates for different items of works in percentage basis" in the prescribed schedule supplied by the Department. The envelope containing "Special Condition" will be opened first in the presence of tenderers or their authorized agents and will be evaluated after obtaining clarification, if any, from the concerned tenderers. In case any of the "Special Condition" is not acceptable to the tender accepting authority, wholly or partly, the sealed envelope containing the "Rates" of the concerned tenders will not be opened. All sealed envelope containing "Rates" will be closed in a separate cover and sealed by the officer opening tenders in the presence of tenderers or their authorized agents. After evaluation of the "Special Condition" the date, time and place for opening the sealed envelopes containing the "Rates" will be notified to the tenderers. The sealed envelopes will be opened in the presence of the tenderers or their authorized agents. The "Rates" quoted by each tenderer will then be read out in addition to the amount evaluated for each tender on account of "Special Conditions" attached to the respective tenders.

2. The tenderers should please note that the work will have to be completed within **03 (Three) Calendar months** commencing from the date of issue of work order. Tenderers are required to submit detailed program of works along with the tenders which they consider necessary keeping in view of the clause 2 of the P.W.D form No.P-1. Without these programme of works, the tender will be considered defective. Authority for acceptance of tenders would rest with the Chairman-Cum-Managing Director OPTCL, Bhubaneswar/ S.E.(Civil), OPTCL, Bhubaneswar/ Executive Engineer (Civil), Civil Works Division No-II, OPTCL, Burla.
3. (a) The plan and specification for the work can be seen in the office of the Executive Engineer (Civil), Civil Works Division, OPTCL, Burla during working hours and days. Complaints at a future date that the plan

and specifications have not been seen cannot be entertained. The contractors may obtain a set of tender documents for the work from the office of the Executive Engineer, Civil Works Division No-II, OPTCL, Burla on payment of **Rs.4000.00 + 18% GST ( Rupees Four thousand plus eighteen percent GST only- non refundable)** for each of the tender papers. The amount is not refundable. The tender must be submitted in a sealed cover. The name of the tenderer and the name of the work are to be superscripted on the cover.

**(b)** All other information can be obtained on application to the Executive Engineer (Civil), Civil Works Division No-II, OPTCL, Burla.

**(c)** The intending tenderers may remit the cost of tender papers through postal money order. However, the department will not be held responsible, if there is any delay in receipt of tender documents by the intending tenderers sent by Department through Registered Post and similarly if the tender documents sent by the intending tenderers through Registered Post don't reach in the division office by the appointed date and time, their offers will not be considered on any account even if the tender documents were dispatched by the tenders before the due date. The cost of registration fees to and fro will be borne by the intending tenderers.

4. The C.M.D, OPTCL, Bhubaneswar/Superintending Engineer,(Civil) Bhubaneswar /Executive Engineer. Civil Works Division, No-II, OPTCL, Burla reserves the right to reject any or all the tenders received without assigning any reason thereof.
5. Additional Performance Security shall be obtained from the bidder before drawl of agreement. He has to submit the Additional Performance Security for the amount as detailed below in shape of **National Saving Certificate /Kisan Vikash Patra/Post Office Savings Bank Account/ Post Office Time Deposit Account/ Deposit Receipt of Schedule Bank pledged in favour of Executive Engineer (Civil), Civil Works Division No-II, OPTCL, Burla.**

<b>SL No.</b>	<b>Range of Difference between the estimated cost put to tender and bid amount</b>	<b>Additional Performance Security to be deposited by the successful bidder.</b>
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

6. The tenderer whose tender is selected for acceptance and who have no fixed deposit with the Executive Engineer, Civil Works Division, No-II, OPTCL- Burla, shall within a period of seven days, upon written intimation being given to him of acceptance of his tender make an initial security deposit of 1% (one percent) of the tendered amount over and above so that the Earnest Money (EMD) and Initial Security Deposits (ISD) and sign the agreement in the PWD Form P-1 (Schedule-XLV No. 61) for the fulfillment of the contract, in office of the Executive Engineer, Civil Works Division, No-II, OPTCL, Burla. This Security Deposit together with the Earnest Money and the amount with held according to the provision of P-1 agreement shall be retained as Security Deposit for due fulfillment of this contract. Failure to enter into the required agreement and to make the Security Deposits, as above shall entitle forfeiture of the Earnest Money. No tender shall be finally accepted until; the required amount of security is deposited. The written agreement to be entered into between the contractor and the OPTCL shall be the foundation of the right of both the parties and the contract shall be deemed to be incomplete until the agreement has first been signed the contractor and then by proper officer authorized to enter in to the contract on behalf on the OPTCL interest the department will be accept the security deposit in the form of **National Saving Certificate /Kisan Vikash Patra/Post Office Savings Bank Account/ Post Office Time Deposit Account/ Deposit Receipt of Schedule Bank duly pleased to the Executive Engineer, Civil Works Division-II, OPTCL, Burla** and in no other form. In case of tenderers who have made fixed deposit,

action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

- 7.** The rate should be quoted in Percentage upto 2 digits of decimal figures i.e. in Words & Figure otherwise the tender will be liable for rejection. In case of discrepancy between word and figure the words shall prevail. The tender shall be retained legibly and freeform closures, overwriting or conversions of figures. Correction where unavoidable should be made by scoring out, initially, dating and re-writing. The tender should also show total of its pay and grand total of the tender.
- 8.** The contractor will be responsible for payment of all royalties or other charges for quarrying materials. All local taxes and Income Taxes, Octroi charges, Ferry & Tollage charges, are to be paid by the contractor.
- 9.** The Tender may not at the discretion of the competent authority be considered unless accompanied by attested true copy of Income Tax Clearance Certificate, Non-Assessment Certificate, PAN, Valid Contractor Registration Certificate, GST Registration Certificate, EPF & ESI Registration Certificate, Labour license as the case may be and the original certificate produced before the Executive Engineer (Civil), Civil Works Division-II-, OPTCL, Burla at the time of opening the tenders.
- 10.** In the contractor removes any materials or stocks so supplied to him from the site of work with a view to disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five 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 be due to him or at any time thereafter become due to the contractor or from his security or from the proceeds of sales thereof.
- 11.** The contractor should be fully liable to indemnify the department for payment of any compensation under workmen's Compensation ACT-VIII of 1923 on account of the workmen being employed by him & the full amount of compensation paid will be recovered from the contractor.
- 12.** Every tenderer must examine the detailed specification of Odisha before submitting his tender. The right is reserved without impairing the contract to make such increase or decrease in the quantities of 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 in no case invalidate the contractor's rate. It shall be definitely understood that the OPTCL does not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or addition or deductions and such omission or deduction shall in no case invalidate the contract and no extra monetary compensation will be entertained.
- 13.** No departmental material will be supplied to the contractor from department store.
- 14.** All reinforced cement concrete work should conform to Odisha Detailed standard Specification and should be grade M-200 equivalent to nominal proportion (1:2:4) or (1:1½:3) having a minimum compressive strength (in work test) 150Kg/cm<sup>2</sup> /22kg/cm<sup>2</sup> in 15cm, cubes at 28 days after mixing and test conducted in accordance with IS 456 using 12mm to 20mm size black hard crusher broken chips (20mm size not to exceed 25%).
- 15.** Shuttering and centering shall be with seasoned Sal wood planks the inside of which shall be lined with suitable sheeting and leak proof and water tight or alternatively steel shuttering and centering may be used.

- 16.** *The selected contractor may take delivery of departmental supply of materials accordingly to his need for the work issued by the Sub-Divisional Officer-In-charge of the work. The contractor shall make all arrangements for proper storage of materials. But no cost for raising shed for the storage of materials and pay watchman etc, will be borne by the Department. There are all to be borne by the contractor. The department is not responsible for considering the theft of materials at site. It is contractor's risk. Under any such plea if the contractor stops the work, he shall have to pay the full penalty as per clause of the P-1 contract.*
- 17.** *For the purpose of jurisdiction in the event of dispute of any contract should be deemed to have entered into within the state of Odisha 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 Odisha.*
- 18.** *After the work is finished all surplus materials and debris are to removed by the contractor and preliminary works such as vats mixing platform etc. are to be dismantled and all the materials are to be removed from the site. The ground up to 15 M (50.08 foot) wide from the building should be cleared and rough dressed. No. extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.*
- 19.** *The contractor shall not interfere with the execution of water supply or electrical fittings arrangement and any other works entrusted to any other agency by the Department at any time during the progress of the work.*
- 20.** *The department will have the right to inspect the scaffolding and entering made for the work and can reject partly or fully such structures if found defective in their opinion.*
- 21.** *The contractor will have to arrange for water supply for all works and make sanitary arrangements at his own cost for his labour campus. Contractor has to arrange adequate lighting arrangements for night works whenever necessary at his own cost.*
- 22.** *Baling out water form the foundation either rain water or sub soil water if necessary should be borne by the contractor. No. payment will be made for bench marks, level/pillars, profiles and benching and leveling ground where required. The rates quoted should be for finished items of work inclusive of that incidental item of works.*
- 23.** *All the quantities mentioned in the schedule are combined for ground floor and multi-floor in case of multi-stored building and the rates should be through for the same unless otherwise mentioned in the schedule of quantity for individual items separately in floor wise.*
- 24.** *Cement concrete in roof slabs, beams etc wherever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixed, vibrator, pumps etc for the purpose.*
- 25.** *It should be understood clearly that no claims whatever will be entertained.*
- 26.** *The tender shall have to abide by the C.P.W.D safety code rule introduced by the Govt. of India, Ministry of Works, Housing and Supply in their standing orders No.44 to 50 dtd. 25.11.57 which can be seen in the office of the S.E (Civil), Civil Works Circle, OPTCL, Bhubaneswar/Executive Engineer (Civil), Civil Works Division, Noll, OPTCL, Burla during working hours and days.*

- 27.** *Tender are required abide by the fair wages clause as introduced by the Govt.*
- 28.** *The dept. 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 contractors shall use such materials without any controversy or dispute on that account. The rate of such materials will be at the stock issue rates foxed by the Departmental plus storage changed on market rate whichever is higher.*
- 29.** *The contractor will be responsible for the loss or damage if any Departmental materials equipments supplied to him under clause 28 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 rates storage changed or market rates whichever is higher.*
- 30.** *The Contractor should arrange at his own cost necessary tools and plants, pumps, vibrator, concrete mixer etc. required for the efficient execution of the work and rates quoted should be inclusive of the running changes of such plant & cost of consumable.*
- 31.** *The Contractor will have to submit to the Executive Engineer (Civil), Civil Works Division, No.II, OPTCL, Burla monthly return of labour both skilled & unskilled employed by him on the work.*
- 32.** *The tenderers are required to go through each clause of P.W.D. form P-1 carefully in addition to clauses mentioned herewith before rendering.*
- 33.** *No part of the contractor shall be sublet without written permission of the Executive engineer (Civil) or transfer is made by power of attorney authorizing others to receive payment on the contractor's behalf.*
- 34.** *No tender document will be sold to the intending tenderers on the date of opening of the tender.*
- 35.** *If any further necessary information is required, the Executive Engineer (Civil), Civil Works Division, No.II, OPTCL, Burla will furnish such, but it must be clearly understood that tenders must be received in order and according to instructions.*
- 36.** *Cement shall be use by bags and weight of one cubic meter of cement being taken as 14.42 quintal.*
- 37.** *In the event of any delay due to department 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 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 proforma along with the application form extension of time submitted by him.*
- 38.** *No contractors will be permitted to furnish their tender in their own manuscript papers.*
- 39.** *Every tenderer is expected before quoting his rates to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, availability of materials, medical aids, labour and food stuff etc. and the rates should be inclusive of all these items of work. In every case the materials must comply with the relevant specification and samples of stones, metals, chips etc. and other materials to be used are to be deposited in sealed bags duly leveled nothing the name of quarry under dated initials by the tenderer for approval of the Executive Engineer (Civil), Civil Works Division, No.II, OPTCL, Burla.*

40. The department will not however after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.
41. All fittings for doors and windows if supplied by the contractor should be of best quality and should be got approved by the Executive Engineer (Civil), Civil Works Division No.II, OPTCL before they are used on the work.
42. The tenders containing extraneous conditions not covered by the tender call notice are liable for rejection.
43. (a) The contractor shall have to furnish a certificate in the prescribed proforma enclosed herewith along with tender to the effect that he is related to any officer of OPTCL of the rank of Assistant Engineer and above of the organization.

43.(b) **CERTIFICATE OF NO RELATIONSHIP**

*I/We hereby certify that I/We am/are not related to any Officer of OPTCL of the rank of Assistant Engineer and above and nay officer of the rank of Assistant Engineer/Manager and above of the OPTCL/We am/are also aware that if the facts subsequently proved to be false my/our contractor will be rescinded with the forfeiture of E.M.D and total security deposit and I/We shall be liable to make good of the loss or damage resulting from such cancellation.*

*I /we also note that is case of non-submission of this certificate with tender my/our tender is liable for rejection.*

Date: -

Signature of Tenderer

44. All the tenders received will remain valid for a period of 120 (one hundred twenty) days from the date of receipt of the tenders. The period of validity of tender can also be extended if agreed by the contractor and the department.
45. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing building if found necessary and bear the entire cost of such test.
46. Tenderers are required to submit (1) a list of works in their hand in he prescribed proforma here with; (2) the list of T&P, (3) list of works executed in their prescribed proforma enclosed here with along with the tender.

47. **GOVERNMENT OF ODISHA FINANCE DEPARTMENT.**

*(Memo No. 48443/F-Code-46/95, dated 11.12.1995 regarding "Discontinuance of the system of procurement of stock by Engineering Department")*

X

X

X

X

1. *With a view to avoiding these situations Govt. have been pleased to decide that with effect from 01.04.1996 there wills no purchase of departmental store materials store materials nor booking of*

materials to show utilization of budget provision. It will be the responsibility of the contractor to purchase stores and utilize them in the work since materials like cement, steel etc. are easily and abundantly available at all the places, there will be no difficulty for contractors to procure the same. Therefore the future agreement with the contractors shall be executed accordingly and necessary modification of the agreement form may be made. In case where agreement have already been executed for departmental supply of materials, efforts should be made to fulfill the same by utilization to the existing stores and also through inter divisional and even inter departmental transfer of stores. For utilization of the surplus materials, agreements may however be made for supplying materials to the extent available. In the way the existing materials should be exhausted.

2. Maintenance work should be undertaken by purchasing materials in case of departmental execution of work by directly charging to site account or through contractors. There should not be advance purchase of materials for the sake of storing and utilizing the same in future works. No items of stores should be purchased which are available in the Central Store. Therefore, before affecting such purchases a certificate from the central store has to be obtained regarding non-availability of the particulars items of stores.

3. Consequent upon introduction of the new system the Engineer-in-charge of the work will have to exercise strict quality control and ensure that materials used by the contractors conform to the standard specifications.

4. Stock taking of the existing materials available in the store should immediate be made and circulated among the division of the sake of inter divisional transfer, where-ever necessary periodically till the stocks are exhausted.

4. .a) **CERTIFICATE OF LIST OF WORKS IN HAND**

I/We do hereby certify that at present the following works are in my/our hand.

Sl No	Particulars of Work now in hand	Amount of each work	Period in which the work in stipulated to be completed (in months)	Approx. Value of work done against each work on the date of submission of tenders.	Department under which the work is being taken up.
(1)	(2)	(3)	(4)	(5)	(6)

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



Date:

Signature of the tenderer

**b) CERTIFICATE OF LIST OF WORK EXECUTED**

*I/We do hereby certify that the following works have been executed by me/us in the past.*

<i>SL No</i>	<i>Particulars of Work already executed</i>	<i>Approx amount of each work.</i>	<i>Name of dept. under whom the works were executed.</i>	<i>Period of commencement and period of completion</i>	<i>Whether the works were completed in stipulated period</i>
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>	<i>(6)</i>

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

Date:

Signature of the tenderer

**4. C) CERTIFICATE OF TOOLS & PLANTS.**

*I/We do hereby certify that the following tools and plants, machinery and vehicles are my/our possessions working orders.*

- (i)*
- (ii)*
- (iii)*
- (iv)*
- (v)*
- (vi)*
- (vii)*

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

Date:

Signature of the tenderer

In Tender Call Notice (N.I.T) Contractors shall be asked to furnish report in the following Proforma duly certified by the Executive Engineer (Civil) under whom has executed works in order to judge their past performance.

**PERFORMANCE RECORD OF CONTRACTORS**

1. **Name of the Contractor:-**
2. **Registration No. & Date:-**
3. **Class of Contractor :-**
4. **License Authority:-**
5. **License Valid up to:-**
6. **Details of Works Executed:-**

Sl No	Jobs under execution	Agreement Amount	Date of Commencement	Stipulated date of Completion	Whether work is progressing as per programme	Reasons for delay if any

7. *Whether the contractor has requisite machineries and personnel deployed (details of machinery and personnel deployed):*
8. *Whether the quality of construction is satisfactory:*
9. *Whether he has capability to make good the loss time:*
10. *Whether the contractor has abandoned any work in the past three years, if yes, the details thereof:*
11. *Whether the contractor has entered into any litigation in the past if yes the details thereof:*
12. *Name of the certifying officer with official seal.*

**48.** Letters etc, found in the Tender box, raising or lowering rates or dealing with any point in connection with the tender will not be considered.

**49.** All reinforced cement concrete work like Lintels, Column, Beam, Chajja, Roof Slab other such works should be finished smooth no extra charge for plastering if required shall be paid by department.

**50.** Tenderers may at their opinion quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkably low and the others too high.

**51. Employment of engineering personnel.**

The contractor shall employ one or more Engineering Graduates or diploma holders as apprentices his own cost for works costing Rs.2.50 Lakhs or more. The apprentices will be selected by the OPTCL, the stipend to be paid to the apprentices should not be less than Rs. 200 to Rs.150 per month in case of Graduate Engineer, Diploma holder Engineer respectively. The period of employment will commence within one month after the date of issue of work order and would last till the date when 90% of the work is completed. Number of apprentices employed should be fixed by the OPTCL in any manner so that the total expenditure does not exceed one percent of the tendered cost of the work (vide works and transport deptt. No.17331 dt. 12.8.1966)

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

53. (a) Rent, royalties and other charges of materials Octroi duty, all other taxes including VAT ferry, tolls, conveyance charges and other cost on account of land and buildings including temporary buildings required by the tenderer for collection of materials, storage housing of staff or other by the tenderer for purpose of the work. No. rent however be payable to OPTCL for temporary occupation of land owned by OPTCL at the site of work.

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

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

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

(e) Suitable equipments and wearing apparatus for the labourers engaged in risky operation.

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

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

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

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

54. Taxes 2% or (as applicable) of the gross amount on bill and surcharge as applicable will be deducted from the contractors bill towards Income Tax.

55. (a) "If during the progress of the work the price of any materials incorporated in the work (not being materials supplied from the Engineer-in-charge's store) in accordance with Clause.....there of increases or decreases as a result of increase or decreases in the average wholesale price Index (all commodities), and the Contractor there upon necessarily and properly 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 operative 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 materials**

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

$$V_m = 0.75 \times \frac{P_m - i_0}{100} \times R$$

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

- R* = The value of work done in rupees during the quarter under consideration.
- i<sub>0</sub>* = The average Wholesale Price index (all commodities) for the quarter in which the tender was opened (as published in R.B.I bulletin from time to time)
- I* = The Average Wholesale price index (all commodities) for the quarter under consideration.
- Pm* = Percentage of materials component as per sub clause of this Clause.

(b) Similarly, if during the progress of works, the wage of labour increase or decrease as a result of increase or decrease in the Minimum Wages for labour prescribed by the Government and the contractor there upon necessarily and properly pays in respect of labour engaged on execution of the works such increased or decreased wages 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 different of 75% in between the Minimum wages for labour 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 cost of labour**

- $$PL = 0.75 \times \frac{(I - i_0)}{100} \times R \times X \text{-----}$$
- VI* = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates labour.
- R* = The value of work done in rupees during the quarter under consideration.
- i<sub>0</sub>* = The minimum wages for labour prevailed during the quarter in which the tender was opened.
- I* = The minimum wages for labour prevailed during the quarter under consideration.
- PI* = Percentage of labour component as per Sub Clause.

(c) Similarly, if during the progress of work the price of petrol, oil and lubricants (Diesel) oil being the representative item for price adjustment) increase or decrease as result of the price fixed therefore by the Government of India and the contractor there upon necessarily and properly pays such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, 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 price of P.O.L 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 P.O.L**

- $$KI = 0.75 \times \frac{K_2}{100} \times \frac{(D_2 - D_1)}{D_1} \times R \times X \text{-----}$$
- KI* = Increase or decrease 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

- $D_1$  = Average price per litre of diesel oil which is fixed by the Government of India during the quarter in which the tender was opened.
- $D_2$  = Average price per litre of diesel oil which is fixed during the quarter under consideration.
- $K_2$  = Percentage of P.O.L component (as per sub-clause of this clause).

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

Category Of works	Contractor's supply			Departmental supply of materials
	% of Materials	% of Labour	% of P.O.L	
1	2	3	4	5
<b><u>IRRIGATION WORKS:</u></b>				
A) Structural works	20%	30%	5%	45%
B) Earth work, Canal work Embankment work etc.	20%	60%	5%	15%
<b><u>(R&amp;B) WORKS:</u></b>				
a) Bridge work	20%	30%	5%	45%
b) Road works	45%	40%	5%	10%
c) Building work	30%	30%	5%	35%

(\* Where brick is supplied by the Department, it should be 20% instead of 30%)

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

(f) The contractor shall for the purposes of sub-clauses (a), (b) and (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of OPTCL and further shall at the request of the Engineer-in-charge furnished, verified in such a manner as the Engineer-in-charge may require any document kept and such other information as the Engineer-in-charge may require.

*The contractor shall within a reasonable time of his becoming aware of alteration in the price of such materials, wages of labour and or price of P.O.L give notice thereof of the Engineer-in-charge stating that the same is given pursuant to this conditions together with an information relating there to which he maybe in a position to supply.*

- 56** *Under section 12 of Contractor Labour Regulation and Abolition Act 1970, the contractor who undertakes execution of work through labour should produce valid license from the licensing authority of labour department.*
- 57** *The K.B Brick should be well burnt and of good qualities. The Brick should be approved by the Engineer in charge before use in the works and should confirm the minimum strengthen as per National building Code.*
- 58** *When departmental machinery will be utilized in the work by the contractors necessary and prevailing hire charges as fixed by the department will be recovered from the contractor who may see the hire charges of the machinery in the office of the Executive Engineer (Civil), C.W. Division, Burla.*
- 59** *Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.*
- 60** *If the contractor quotes abnormally low rates for some item and the department decides to accept his tender then the department would have a direction of withholding the differential cost between the amount of low rated items and corresponding estimated amount from their payment due against other item till such low rated items are completed in full as per approved specifications to the full satisfaction of the Engineer-in-Charge.*
- 61** *“Special Class” contractor shall employ under him one Graduate Engineer & 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 the State of Odisha.*

*The employment of such Graduate Engineers and Diploma Holders under the contractors shall be full time and continuous and they shall not be superannuated retired, dismissed or removed personnel from any State Government or Central Govt. Service/Public Sector, Undertaking/Private Companies and firms or is ineligible for appointment to Govt. Service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of the equivalent qualification employed under the State Govt. of Odisha. The Director (Engineering) OPTCL, 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 contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work.*

*Each bill of the special class or ‘A’ class contractor shall be accompanied by an employment Roll of the Engineering personnel together with a certificate of the Graduate Engineer or Diploma Holder*

*employed by the contractor to the effect that the work executed as per the bill has been supervised by him.*

*The special and 'A' Class contractor are required to submit the certificate of employment unemployment Graduate Engineer, Diploma holders in the prescribed proforma in a separate sheet.*

- 62** *Payment of all RCC work under any RCC item will be made on the total quantity of such RCC item work less volume of steel in the RCC.*
- 63** *The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such sample are to be tested at Govt. test house & Central Research Laboratory, Bhubaneswar at the cost of the contractor with no extra of the Department.*
- 64** *If there is any damages to the work due to the natural calamities like flood or cyclone or any other cause during the course of execution of work or up to 6 months after completion of work or if any imperfection becomes apparent to the work within 6 months from the date of final certificate of completion of work the contractor shall make good to all such damages at his own cost with no extra cost of the department No claim whatsoever in this regard will be entertained.*

#### **SAMPLE OF ALL MATERIALS**

- 65** *The contractor shall supply sample of all materials required for use in the work before procurement for testing and acceptance as may be required by the concerned Executive Engineer.*
- 66** **Additional Performance Security**
- (i) *Additional Performance Security shall be deposited by the successful bidder when the bidders amount is seriously unbalanced i.e less than the estimated cost by more than 10% . In such an event the successful bidder will deposit the additional performance security to the extent of the differential cost of the bid amount and 90% of the estimated cost in shape of Post Office Saving Bank Account, National saving Certificate/ Post Office Time Deposit Account/ Kissan Vikash Patra/ Deposit Receipt of Schedule Bank in favour of Executive Engineer (Civil), Civil Works Division, No.II, Burla (Authority: Works Deptt. Letter No. Codes-1/2004-1220/W 19.1.2004).*
- (ii) *The successful bidder will give under taking that, if he/she will not complete the work as per specification, his/her EMD & Security will be forfeited and he/she will be debarred from the future OPTCL works.*
- 67** *An affidavit shall be furnished by the contractor at the time of submission of tender paper about the authentication of tendered documents including Bank Guarantee.*

*The Bank guarantee shall be executed in stamp paper worth Rs. 50/- or any other amount as per the Odisha Stamp Duty Act and shall be from a scheduled Bank in the prescribed form of OPTCL. OPTCL shall pay no interest on the security deposit. In case of non-fulfillment of contractual obligations by the contractor the security deposit shall be forfeited by encasement of the B.G.*

The agreement price is exclusive of GST. While payment of the bill is made, GST @18% (CGST@9% & SGST@9%) will be included in the bill.

### PROFORMA FOR BANK GUARANTEE

The consideration of the Chairman & managing Director, Grid Corporation of Odisha Ltd. (hereinafter called "OPTCL") having agreed to exempt M/s..... hereinafter called the said contracto'sr from the demand under the terms and conditions of an agreement No\_\_\_\_\_ dated\_\_\_\_\_ Made between \_\_\_\_\_ and \_\_\_\_\_ for (hereinafter called "the said agreement") of security deposit for satisfactory performance of materials (as detailed in the said agreement) and for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only, we \_\_\_\_\_ ( \_\_\_\_\_ bank (hereinafter referred to as "the bank") at he request of \_\_\_\_\_ contractor(s) [ indicate the name of the bank] do hereby undertake to pay to OPTCL, an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or would be caused to or suffered or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We \_\_\_\_\_ Bank do hereby undertake to pay the amounts due and [indicate the name of the Bank] payable under this guarantee without any demur, merely on a demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would cause or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the contractor(s).

#### NOTE FOR TENDERERS :

[Not to be typed in the Bank Guarantee]

3. We, the \_\_\_\_\_ do hereby further undertake to pay the amounts [indicate the name of the Bank] due and payable under this guarantee without any demur, merely on demand from OPTCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OPTCL by reason of any breach by the said contractor(s) of any of the terms or conditions and failure to perform said Bid. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.

4. We undertake to pay to OPTCL any money so demanded not withstanding any dispute or disputes raised by the contractors(s) in any suit or proceeding instituted/ pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment



so made by us under this bond shall be a valid discharge of our liability for payment under and the contractor(s) shall have no claim against us for making such payment.

5. We \_\_\_\_\_ further agree that the guarantee herein contained  
[indicate the name of the Bank]  
shall remain in full force and effect during the aforesaid period of \_\_\_\_\_ days  
\_\_\_\_\_ and it shall continue to be so enforceable till all the dues of OPTCL under or by virtue  
of the said Bid have been fully paid and its claims satisfied or discharge or till chairman and Managing  
Director, Grid Corporation of Odisha Limited certifies that the terms and conditions of the said Bid have  
been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.  
Unless a demand or claim under this guarantee is made on us in writing on or before the  
\_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

6. We, the \_\_\_\_\_ further agree with the Board that OPTCL shall have  
[indicate the name of the Bank]  
the fullest liberty without our consent and without affecting in any manner our obligation hereunder to  
vary any of the terms and conditions of the said Bid or to extend time or performance by the said  
contractor(s) from time to time or to postpone for any time or from time to time only of the powers  
exercisable by OPTCL against the said contractor(s) and to forbear or enforce any of the terms and  
conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such  
variations postponement or extension being granted to the said contractor(s) or for any forbearance ,  
act or omission on the part of OPTCL or any indulgence by OPTCL to the said contractor(s) or by any such  
matter or thing whatsoever which under the law relating to sureties, but for this provision, have effect  
of so relieving us.

7. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank  
of the contractor(s).

8. We \_\_\_\_\_ lastly undertake not to revoke this Guarantee during its currency  
[indicate the name of the Bank]  
expect with the previous consent of OPTCL in writing.  
Dated, the \_\_\_\_\_ day of \_\_\_\_\_

WITNESS : (SIGNATURE WITH NAME AND ADDRESS)

1.

2.

For \_\_\_\_\_  
[indicate the name of the Bank]