

**BID IDENTIFICATION NO: - 660// Dt.06.04.2023 //**



**GOVERNMENT OF ODISHA**

**FISHERIES & A.R.D. DEPARTMENT**

**DETAIL TENDER CALL NOTICE**

**FOR THE WORK**

**“RENOVATION OF NURSERY TANK, REARING TANK AND  
BROODSTOCK TANK OF KHARIAR FISH FARM AT KHARIAR IN  
NUAPADA DISTRICT (PHASE-I)”**

**ESTIMATED COST PUT TO TENDER: ₹ 27,34,745.00**

**EXECUTIVE ENGINEER (CIVIL) DIRECTORATE OF FISHERIES,  
ODISHA, CUTTACK**



**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)  
DIRECTORATE OF FISHERIES, ODISHA,  
CUTTACK**

**DETAIL TENDER CALL NOTICE**

- 1.** Sealed tenders(Percentage rate bids) in prescribed form to be eventually drawn up in P.W.D. form No. P-1 will be sold & received up to **2.00 P.M** on **Dt. 21.04.2023** by the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack / District Fisheries Officer, Nuapada** for the work “**RENOVATION OF NURSERY TANK, REARING TANK AND BROODSTOCK TANK OF KHARIAR FISH FARM AT KHARIAR IN NUAPADA DISTRICT (PHASE-I)**” from “**C & B**” class contractors and will be opened by the **Executive Engineer[C] Directorate of Fisheries Odisha, Cuttack** in the presence of the tenderer or their authorized agents who wishes to attend at **11:00 A.M. on Dt. 24.04.2023**. The amount of the estimate is approximately **₹ 27,34,745.00**.
- 2.** The tenderer 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. 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 Executive Engineer (Civil), Directorate of Fisheries, Odisha Cuttack.
- 3.** The tender call notice can be seen from official web site of Government of Odisha (<http://www.orissa.gov.in>) The bidding documents can also be downloaded from internet site. The bidder who download the bidding document from the internet site will have to pay the cost of bid document i.e. **[Rs. 6,000/-]** in shape of demand draft from any nationalized bank payable at **Cuttack** in favour of **Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack** 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 **Executive Engineer[C], Directorate of Fisheries, Odisha, Cuttack** 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.
- 4.** Tenderer are required to pay earnest money **Rs. 27,348.00** Either in shape of NSC / KVP / BANK GURANTEE/FIXED DIPOSIT / TDR from any nationalized bank payable at **CUTTACK** or / Postal Savings pass book / Postal Office Time Deposit Account only, duly pledged in favour of **Executive Engineer[C], Directorate of Fisheries, Odisha, Cuttack** otherwise tender will not be considered.
- 5.** Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs.500.00 (Rupees five hundred) only over the cost of documents. The Department will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

6. 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.

7. 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 **“RENOVATION OF NURSERY TANK, REARING TANK AND BROODSTOCK TANK OF KHARIAR FISH FARM AT KHARIAR IN NUAPADA DISTRICT (PHASE-I)”** 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. Bidders desirous to hire machineries or equipments from outside the state are required to furnish 2% of the amount put to tender as Bid Security. 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.

8. 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.

9. 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 E.M.D as mentioned in the table below.

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
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)

The Additional Performance Security should be in shape of N.S.C/ kisan Vikas Patra/ Post Office Savings Bank Account/ Post Office Time Deposit Account/ Bank Guarantee of any Nationalized/Scheduled Bank/ e-Bank Guarantee executed on the National e-Governance Services limited (NeSL), from any nationalized bank payable at **CUTTACK**, duly pledged in favour of the **Executive Engineer[c] Directorate of Fisheries, Odisha , Cuttack**, in a sealed envelope along with the price bid at the time of submission of bids. The successful bidder has to furnished the exact amount of differential cost as additional performance security within **07 [Seven] days of intimation, failing which, his bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder.** 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. Besides the earnest money deposit and initial security deposit, contractors of all class except C&D class

will be required to furnish security deposit by way of deduction from their bills at the rate of 5% of the gross amount of each bill whereas in case of C&D class contractor, such deduction will be made at the rate of 3% of the gross amount of each bill. Thus, the total securities deposit from the contractor will be 7% for super, special, A & B and 5% for 'C' and 'D' class contractor as case may be.

**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. 24.04.2023** at **11:00 A.M** by **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack**, in the office of the **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** 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 **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** 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 **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack / District Fisheries Officer, Nuapada** on payment of **Rs. 6,000.00**, 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 **Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack**.

**15.** The Executive Engineer (C), Directorate of Fisheries Odisha reserves the right to reject any or all the tenders without assigning any reasons thereof.

**16.** The tenderer whose tender is selected for acceptance 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, so that the earnest money and initial security deposit will be 2% of the tendered amount and sign the agreement in the P.W.D. form No. P-1 for the due fulfillment of the contract in the office of the **Executive Engineer[C] Directorate of Fisheries Odisha, Cuttack**.

**17.** This security deposit, together with the earnest money and 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 / BANK GUARANTEE/FIXED DIPOSIT / TDR (from any nationalized bank payable at (**Cuttack**) or / Postal Savings pass book duly pledged in favour of **Executive Engineer[C] Directorate of Fisheries Odisha, Cuttack** and in no other form.

**18.** The rates (in percentage of excess / less / at par 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.

**19.** 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, Ferry, Tollage Charges, Octroi taxes, labour CESS is to be paid by Contractor.

**20.** 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 **Executive Engineer[c] Directorate of Fisheries, Odisha, Cuttack** 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.

**21.** 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.

**22.** 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.

**23.** 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 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.

**24.** 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.
- 25.** 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. Roads 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.
- 26.** Empty cement bags and empty paint drums etc. 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 :1/2:3 having minimum compressive strength in work test of 150 Kg / cm<sup>2</sup> / 200 Kg / Cm<sup>2</sup> 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 Sub -Divisional. Officer or Assistant Engineer in charge 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 P1 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 Engineer-in-charge 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 P1 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 Executive Engineer(C) Directorate of Fisheries, Orissa, Cuttack 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 Executive 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 Executive Engineer(C) Directorate of Fisheries, Orissa, Cuttack 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 **Executive Engineer[C], Directorate of Fisheries, Odisha, Cuttack** 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 Executive Engineer(C) Directorate of Fisheries, Odisha, Cuttack 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 **Executive Engineer[C], Directorate of Fisheries Odisha, Cuttack** 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 Proforma 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 Executive Engineer(C) Directorate of Fisheries, Odisha, Cuttack.

**51.** Govt. 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 if supplied by the Contractor should be of best quality and should be got approved by the Executive Engineer(C) Directorate of Fisheries, Odisha, Cuttack 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 Asst. Engineer and above and any officer of the rank of Under. Secretary & above of the Fisheries Department.

**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 Dept. 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.** 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 Executive 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).

**61.** 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.

**62.** 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

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

$V_m$  = 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.

$IO$  = 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 or decrease in the cost of labour

$VI$  = 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.

$IO$  = 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

$PI$  = 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, POL 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.

$$\text{Formula to calculate the increase or decrease in the price of POL } KI = \frac{0.75 \times R \times R \times (12-D1)}{100 \quad D1}$$

$KI$  = Increase in the cost of work during the quarter under consideration due to change in the price of POL.

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

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

ick 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 Engineer in charge may require any document kept and as such other information as the Engineer-in-charge 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 Engineer in-charge 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. The date of issue of the notice to the contractor to attend **Office of Executive Engineer[c] Directorate of Fisheries Odisha, Cuttack** for signing the agreement shall be treated as the date of commencement of work.
69. As goods & service tax has come in to force with effect from 01.07.2017 GST as applicable will be paid extra after gross bill amount prepared.
70. Bidders must furnish their present e-mail address/ fax no./ telephone no. for correspondence.

**(SEVENTY) Clauses only.**

Sd/-

**Executive Engineer (C)  
Directorate of Fisheries,  
Odisha, Cuttack.**

**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 Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the F& A.R.D. Department, Govt. of Orissa 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 Engineer in Charge / Employer not below the rank of Executive Engineer.

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 Engineer in Charge / Employer not below the rank of Executive Engineer.

Signature of the Bidder  
Date.

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

1. a) Is the bidder currently involved in litigation relating to the works. Yes / No in any
- 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 Tender Inviting Officer,

Subject: (Name of the Work)

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 Assistant Engineer/Under 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 Assistant Engineer/Under Secretary in the Department.

SI No	Name of 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 Assistant Engineer/Under 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:-

**PRICE BID****BILL OF QUANTITY FOR THE WORK****RENOVATION OF NURSERY TANK, REARING  
TANK AND BROODSTOCK TANK OF KHARIAR  
FISH FARM AT KHARIAR IN NUAPADA  
DISTRICT (PHASE-I)****ESTIMATED COST PUT TO TENDER: ₹ 27,34,745.00****OFFICE OF THE EXECUTIVE ENGINEER  
[CIVIL] DIRECTORATE OF FISHERIES, ODISHA  
CUTTACK**

**BILL OF QUANTITY**

**NAME OF WORK: RENOVATION OF NURSERY TANK, REARING TANK AND  
BROODSTOCK TANK OF KHARIAR FISH FARM AT KHARIAR IN NUAPADA DISTRICT  
(PHASE-I)**

SL NO.	ITEM OF WORK	QTY.	UNIT	ESTIMATED	
				RATE	AMOUNT
1	Excavation, loading, unloading and carriage by mechanical means of all kinds of soil, including stoney earth, gravel & muroom, etc interspread with boulders upto 1/2 cum size with all lifts & delifts including trimming of slopes & bed to design section and depositing the excavated materials away from work site as per the specification and as directed by the Engineer-in-Charge within an initial lead of 5 KM from the place of excavation complete including cost, conveyance, taxes of all materials, cost of all labour, labour cess, T&P scaffolding etc. complete as directed by Engineer-In-Charge.	5715.00	Cum.	₹ 166.50	₹ 9,51,547.50
2	Excavation of any approved type of soil in approved borrow area by mechanical means loading into and trasportation by mechanical means and unloading the soil within initial lead of 10 KM on properly prepared and scientifically approved surface including spreading and levelling the earth in 22.50 cm layers to make ready for watering and compaction with sheep foot rollers and dozers but excluding watering and compaction in dams and dykes for all heights including construction, maintenance, watering and light of haul road and borrow area etc including cost, conveyance, royalties and taxes of all materials, cost of all labour, labour cess, T&P required for the work etc. complete in all respect as directed by the Engineer-In-charge.	4062.24	Cum.	₹ 332.70	₹ 13,51,507.24
3	Watering earthwork upto OMC condition and compaction by sheepfoot rollers and dozers in layers not exceeding 22.50 CM to 95% dry density including hire & running charges of all the machinaries including cost, conveyance, taxes of all materials and cost of all labours, labour cess, T&P etc required for the work etc. complete as directed by the Engineer-in-charge.	16047.95	Cum.	₹ 26.90	₹ 4,31,689.85
	<b>TOTAL= 03 (THREE) ITEMS ONLY</b>				<b>₹ 27,34,744.59</b>
				<b>Or Say.</b>	<b>₹ 27,34,745.00</b>
<b>RUPEES TWENTYSEVEN LAKH THIRTYFOUR THOUSAND SEVEN HUNDRED FOURTYFIVE ONLY</b>					

CONTRACTOR

TENDER OPENING OFFICER

<b>RATE QUOTED BY THE TENDERER</b>			
	<b>IN FIGURE</b>	<b>IN WORDS</b>	
PERCENTAGE <b>EXCESS</b> OVER THE ESTIMATED VALUE			
PERCENTAGE <b>LESS</b> OVER THE ESTIMATED VALUE			
PERCENTAGE <b>AT PAR</b> THE ESTIMATED VALUE			

**CONTRACTOR**

**APPROVED**

**Sd/-**

**Executive Engineer (C)  
Directorate of Fisheries,  
Odisha, Cuttack**

**CONTRACTOR**

**TENDER OPENING OFFICER**