



NOCCI BALASORE INFRASTRUCTURE COMPANY

Reg Office: 3rd floor, Nocci Business Park, Bampada, Balasore-756056

**Tender for Construction of Nocci
Residency second floor of M/s NOCCI
Balasore Infrastructure Company at
Bampada, Balasore**

Tender No. Noccinfra/155/2023-24

Name of Tenderer: _____

**Address _____

_____**

Cost of Tender form:

**Rs 10,000/-
Per Tenderer**

NOCCI BALASORE INFRASTRUCTURE COMPANY

(NOCCINFRA)

NOCCI BUSINESS PARK, BAMPADA

BALASORE, ORISSA-756056,

TELEFAX: 06782- 267273

(A project under Industrial Infrastructure up-gradation Scheme of DIPP, Govt. of India)

COMPETITIVE BIDDING FOR EMPENALLED CONTRACTORS

(CIVIL WORKS)

BID NO -Noccinfra/155/ 2023 -2024

NAME OF THE WORK	Construction of 2nd Floor, Executive Hostel at Nocci Residency, Bampada, Balasore-756056
BIDDING DOCUMENT DISTRIBUTION	10.11.2023 to 17.11.2023
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE 18.11.2023 TIME 15.00 Hours
DATE AND TIME OF OPENING OF BIDS	DATE 18.11.23 TIME 15.30 Hours
PLACE OF AVAILABILITY, RECEIPT & OPENING OF BIDS	NOCCI BALASORE INFRASTRUCTURE COMPANY NOCCI BUSINESS PARK, BAMPADA, BALASORE, ORISSA-756056, TELEFAX: 06782-255966/67.
TENDER ISSUING AUTHORITY	EXECUTIVE DIRECTOR NOCCI INFRA, BALASORE

NOTICE INVITING TENDER
NOCCI INFRA, BALASORE
Bid no-Noccinfra/155/ 2023 - 2024

1. Executive Director, Nocci infra, Balasore invites bids for the construction of Nocci Residency extension works at Nocci Business Park, Bampada, Balasore-756056 with attached BOQ.

Sl. no	Name of work	Tender Cost	Period of completion
1	2	3	4
1	Construction of 2nd Floor, Executive Hostel at Nocci Business Park, Bampada, Balasore-756056	Rs 10,000/-	3 Months

2. Bid documents consisting of Drawings, specification, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be received from the office of Executive Director, Nocci infra, Balasore on all working days from 10.11.2023 to 18.11.2023.
3. Bids must be accompanied by tender cost amount specified for the work in the table col.3 above. Tender without Tender cost of stipulated amount will be rejected summarily. The person whose payment is pending in the company may write a letter to company for deduction of the same from their dues.
4. Bids shall be received on or before 15.00 Hours on 18.11.2023.
5. Bids received shall be opened at 15.30 Hours on 18.11.2023 in the office of the under signed in presence of the bidders who wishes to attend. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
6. For a particular work, a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular tender will liable for rejection of all such tender papers.
7. Other details can be seen in the bidding documents.
8. The authority reserves the right to reject any or all Bids without assigning any reason thereof.

Sd/-(K.K Muduli)
Executive Director
NOCCI INFRA,
Balasore

CHECKLIST TO BE ENSURED BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01	Bid Cost	Clause No.19			

CONTRACT DATA

A. GENERAL INFORMATION

Sl. No	Item	Details
2	Bid Identification No.	Noccinfra/155/ 2023- 2024
3	Name of the Work	Construction of 2nd Floor, Executive Hostel at Bampada
4	Officer Inviting Tender	<i>Executive Director, NOCCI INFRA, Balasore</i>

B. BID INFORMATION

5	Intended completion period/Time period assigned for Completion	3 (Three) Calendar Months
6	Last Date & time of submission of Bid	15.00 Hrs
		Date: 18. 11. 2023
7	Tender Cost	
	i Amount	Rs.10,000.00
	ii in favor of	<i>NOCCI BALASORE INFRASTRUCTURE COMPANY</i>
	iii payable at	Balasore
iv	Type of instrument	As specified in the bid document
8	Bid validity period	60 days
9	Minimum period of contract / agreement /lease deed of equipment and machineries	3 (Three) Months
10	Currency of payment for Contract	Indian Rupee
11	Language of Contract	English

DETAILED TENDER CALL NOTICE (DTCN)

1. Sealed tenders are invited for the construction of Nocci residency second floor construction works at Nocci Business Park, Bampada, Balasore-756056 as per attached BOQ Annexure-1.
 - (a) This detailed Tender Call Notice along with the clauses mentioned herein shall form a part of the contract and agreement.
2. The Bid documents are available at the office of Executive Director, NOCCI INFRA, Balasore within the time period as per **Contract Data. The last date and time of submission of Bid is as per contract data.**
3. The Bid documents will be opened by the Executive Director, *NOCCI INFRA*, Balasore at **15.30** Hours on 18.11.2023 in the presence of the bidders or their authorized representatives who wish to attend.
4. The bid is to be submitted with tender Cost, this DTCN copy, the price bid duly filled in and signed by the bidder and documents required as per the relevant clauses of this DTCN.
5. The bid must be accompanied with financial instruments towards tender cost of the amount as specified in the **Contract Data** along with the Bid in the form of cheque, DD of Schedule Bank. Account duly pledged in favor of the **NOCCI INFRA** payable at the place as specified in the **Contract Data** as per the terms and conditions laid down in OGFR and in no other form. Bid not accompanied with tender Cost as specified above shall be liable for rejection.
6. The companies or individuals registered with State Government and contractors of equivalent Grade/ Class registered with Central Government / MES / Railways having registration for Civil works having legal competency and expertise in Civil works, The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil work to the Engineer-in- Charge.
7. The contractor will be drawn in form the **form of Agreement** and will constitute 1 part as follows. For Civil items of works.

The contract shall be drawn & signed by Executive Director, NOCCI INFRA, **Balasore** on behalf of the NOCCI INFRA.

8. If an individual makes the application, the individual should sign above his full type written name and current address.
9. If the application is made by proprietary firm, it shall be signed by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
10. If the application is made by a firm in partnership, it shall be signed by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
11. If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
12. No tenderer will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
13. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
14. The work is to be completed in all respects within **Three (3)** calendar months from the date of issue of work order. Tenderer whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer in charge.
15. All tenders received will remain valid for a period of 60 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and NOCCI INFRA.
16. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents, which will form a part of the

agreement to be entered in to, by the accepted tenderer and detailed specifications for Orissa, and other relevant specifications and drawings, which are available. Complaint at a future date that the tenderers have not seen plans and specifications cannot be entertained.

17. The drawings furnished with the tender are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rates quoted by the tenderer will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be entertained. The work shall however be executed as per final approved drawing to be issued by the Architect as and when required.
18. By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes, octroi, other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in Charge of the work and his authorized subordinates. After acceptance of the contract rate, NOCCI INFRA will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
19. The bid must be accompanied by tender cost Rs 10,000.00 as per the contract Data along with tender in the form of cheque or Demand Deposit receipt of Schedule Bank. Deposit Account should be duly pledged in favor of as per the contract data and payable at as per the contract data.

20. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the items mentioned in the Tender Call Notices. Any change in the wording will not be accepted.
21. NOCCI INFRA, Balasore reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever. The Company has also the right to cancel the contract at any point of time, if the contractor fails to execute the works as per time schedule given by the contractor at the time signing of agreement. In this case the performance security will be forfeited by the company.
22. The Tender cost will not be refunded in any case.
23. The Executive Director, NOCCI INFRA, Balasore will notify the bidder / tenderer whose bid has been accepted of the award prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the NOCCINFRA will pay the contractor in consideration of the execution, completion and maintenance of the Works by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

The Notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial Security Deposit) in form of Deposit receipt of Schedule Bank. Deposit Account duly pledged in favor of **as per the contract data** and in no other form, which shall be 5% of the value of the tendered amount and sign the agreement in the **form of Agreement** for the fulfillment of the contract in the office of the **Executive Director NOCCI INFRA, Balasore, and payable at Balasore**. The security deposit together with the earnest money and the amount withheld according to the provision of agreement shall be retained as security for the due fulfillment of this contract and additional performance security in accordance with the provisions of the agreement.

The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder within 2 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the

agreement and deliver it to the Executive Director NOCCI INFRA, Balasore .
Following documents shall form part of the agreement.

- a) The notice-inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading there to & required amount of performance security including additional performance security.

24. Form of Agreement duly executed. Failure to enter in to the required agreement and to make the performance security deposit as above shall entail cancellation of the order. No contract (tender) shall be finally accepted until the required amount of initial security money is deposited. The performance security will be refunded after **12 (Twelve)** months of completion of the work and payment of the final bill and will not carry any interest. The contractor should be liable to fully indemnify the NOCCINFRA for payment of compensation under workmen compensation act. VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

25. Tenderers are required to liable by fair wages clause as introduced by Govt. of Odisha, Works Department letter No.VII (R&B) 5225, dt.26-2-55 and No.II, M-56/61-28842 (5),dt.27-9-61.

26. Eligible Bidders

- A Bidder may be a natural person, Firm, HUF, private entity, government-owned entity, and public entity.
- A Bidder shall have at least 5 years of experience in the field of Civil contract and have completed any work or progress of any civil work whose value is more than one crore. The turnover of the entity should not be less than one crore.
- The Bidder shall have valid GST certificate and continuing filling of GST return till date.
- The Bidder shall have valid Pan number as well as valid license for civil work.

- The Bidder shall submit the below documents along with bid documents:
 1. Copy of audited balance sheet for financial turnover as described above should be enclosed with bid. The turnover of the entity should not be less than one cores.
 2. Contract award letter copies /performance certificate from any organization to prove the experience in any contract whose value of more than one crore.
 3. Tenderer should attach copies of PAN Card and valid registration certificate obtained from ESI, GST and PF Authorities.
- 27. Average Sub-Contractors' experience and resources shall also be taken into account in determining the bidder's compliance with the eligibility criteria.
- 28. Even though the bidders meet the above eligibility criteria, they are subject to be disqualified if they have: - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or Record of poor performance such as abandoning the service, not properly managing the contract, litigation history, or financial failures etc.
- 29. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a) Rent royalties, cess and other charges of materials, Octroi and all other taxes including prevailing GST from time to time. Ferry tolls, conveyance charges and other cost on account of land buildings including temporary building required by the tenderer for collection of materials, storage, housing of staff or other purpose of the work are to be borne by the contractor at his own cost. No rent will be payable to NOCCI INFRA for temporary occupation of land owned by NOCCI INFRA at the site of the work for bonafide use of the land for work and all such construction of temporary nature by the contractor shall be done after obtaining written permission from the Executive Director, NOCCI INFRA of Civil portion of the work and all such construction shall have to be demolished and debris removed and ground made good and cleared after completion of

the work at no extra cost.

- b) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local labour laws and health authorities shall have to be provided by the Contractor.
 - c) Arrangement of suitable water supply including pipe water supply where available, for the staff and labour as well as for the execution of the work is sole responsibility of the Contractor and no extra cost for carriage of water will be entertained. All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.
 - d) Suitable safety equipment's and dresses, gloves, life belts etc. for the labour engaged in risky operations are to be supplied by the contractor at his own cost.
 - e) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order in project the public and employees from accident has to be provided by the contractor at his own cost.
 - f) Compensation including cost of any legal suit for injury to persons or property arising out of execution of the work and also any sum, which may become payable due to operation of the workmen compensation act, shall have to be borne by the contractor.
 - g) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
- 30.** No payment will be made for layout, benchmark, level pillars, profiles and benching and leveling the ground required, which has to be carried out by the contractor at his own cost. The rates to be quoted should be for finished items of work inclusive of carriage of all materials and all incidental items of work.
- 31.** After the work is finished all surplus materials should be removed from the site of work, preliminary work such as vats, mixing platforms, etc. should be dismantled and all materials removed from the site and premises left neat and his should be inclusive in the rates. No extra payment will be made to the Contractor in this account.

32. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works quantity of any item besides estimate amount unless written order is obtained from the competent authority and rate settled before the extra items of work or extra quantity of any items of work is taken up.
33. The tenderers shall have to abide by the C.P.W.D. safety code rules introduced by the Govt. of India, Ministry of Works and Housing & Supply in their standing order no.44150, dtd.25-11-57. 38. No part of the contract shall be sublet without written permission to the NOCCI INFRA or transfer be made by the power of attorney authorizing others to receive payment on contractor's behalf.
34. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the offices of the under signed during office hours every day except on Sundays and Public Holidays till last date of distribution and receipt of tender papers. Interested bidders may obtain further information at the same address. But it must be clearly understood that tenders must be received in order and according to instructions in complete shape. Incomplete tender is liable for rejection.
35. All items of work as per schedule of quantities of this tender should confirm to Orissa Detailed Standard Specification. I.R.C. & I.S.I. Codes & Bridge code section I,II,III,IV&VII & latest design criteria for pre-stressed concrete bridge specially for Roads & Bridges issued by MoRT&H., Government of India, Compacting shall have to be carried out with help of mechanical vibrators from the range of I.S.:2505, I.S.:2006, I.S.:2514. I.S.:4656.
36. Shuttering & centering shall be with suitable steel shutters in side of which shall be lined with suitable sheeting and made leak proof and watertight. All joints in formwork shall be properly sealed preferably with P.V.C. joints sealing tapes & compounds.
37. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the NOCCI INFRA will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures, if found defective in their opinion. Any eventually such as loss of lives or property due to failure of centering and shuttering shall be the responsibility of the Contractor regarding compensation

of all claims thereof.

38. The tenderers shall make all arrangements for proper storage of materials but no cost for raising shed for store and pay of security guard etc. will be borne by the NOCCI INFRA and is not responsible for any theft or loss of materials at site. It is contractor's risk. Under any such plea, if the tenderer stops the work, he shall have to pay the full penalty as per clauses of the contract.
39. Approach road to site of work for transport of materials to site of work is sole responsibility of the Contractor. Statutory traffic restriction in the town area for Transport of construction material to site of work is to be taken in to consideration before tendering and no consideration for extra time or compensation thereof shall be considered.
40. The contractor should at his own cost arrange necessary tools and plants required for efficient execution of work and the rates quoted should be inclusive of transportation, hire and running charges of such plant and cost of consumables.
41. The contractor shall properly co-ordinate with the execution of P.H., Electrical and other Interior related works and take care of the safety of workers.
42. Any instruction given in writing with dated signature by the **PMC/ Architect** or their representative will be treated as the instruction from NOCCI INFRA.
43. **It should be clearly understood that:**
 - a) The joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
 - b) Concrete test specimens 150mm × 150mm × 150mm in size (whether plain or reinforced concrete) for the testing shall be taken for each structural member by a representative of the contractor in the presence representative of NOCCI INFRA. The contractor shall bear the cost so involved in testing. The test specimen in cube should be carried out in the Departmental Control and Research Laboratory of Cuttack or Bhubaneswar. Test should be carried out in accordance with the stipulation in Bridges code section-III.
 - c) Test specimens shall be formed carefully in accordance with the standard method of taking test specimen and no plea shall be entertained later on the grounds that the casting of the test specimen was faulty and that the result of the specimen did not give a correct indication of the actual

quality of concrete.

- d) Plain concrete and reinforced concrete specimens will be tested in *Quality control and Zonal Laboratory at Balasore or in any other govt approved Laboratory, Cost* of testing of all specimens and samples will be borne by the Contractor.
44. The rates quoted should be inclusive of carriage of water required in connection with execution of the work. No claim for carriage of water whatsoever will be entertained.
45. It is the responsibility of the contractor to procure and store explosive required for work at site.
46. For submission of a tender for the work, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work about the quality and availability of the required quantity of materials, Medical aid, labour and Flood stuff etc. and that the rates quoted by him in the tender will be adequate to complete the work according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted labour rates and materials with taxes, Octoroi and other duties lead, lifts, loading and unloading freight for materials and all other charges necessary for the completion of the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized subordinates. After acceptance of the contract rates NOCCI INFRA will not pay any extra charges for any reason in case the contractor finds later on to have misjudged the conditions as regards the availability of materials, labour and other factors. The contractor will be responsible for any misuse, loss or damages due to any reasons whatsoever of any departmental material during the execution of work. In case of loss, damage or misuse, recovery at the rate at 5 times the cost of the materials will be deducted from the bills or his other dues.
47. The prevailing percentage of I.T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
48. Prevailing rate of GST on the gross amount of the bill will be extra to the contractor's bill.
49. It must be clearly understood that under no circumstances any interest is

chargeable for the dues or additional dues if any payable for the work executed and final bill pending disposal due to any reason whatsoever.

50. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
51. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department. **Building and other construction workers welfare cess @ 1 % will be deducted from the gross amount of contractor's bill.**
52. **(A) Performance Security:** Additional performance security shall be deposited by the successful bidder before execution of the agreement when the bid amount is seriously unbalanced i.e., less than the estimated cost by more than 10%. In such an event the successful bidder shall 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 fixed deposit receipt of Schedule Bank / Kissan Vikas Patra / Post Office Savings bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of **as per the contract data** and payable at **as per the contract data** which will be over and above the performance security. The additional performance security in any other form will not be accepted.

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed.

53. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the Engineer in charge.
54. Engineering personnel of the executing agency should be present at work site at the time of visit of Architect/Engineer-in-charge.
55. All reinforced cement work should conform to Orissa Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28days, after mixing and test conducted in accordance with IS 456 and IS 516.

56. Bailing out of water from the foundation, pipeline trenches S. Tanks/Soak pits/Sumps/M.H. etc. either rainwater or sub-soil water, if necessary, should be borne by the contractor. No payment will be made for benchmarks. Level pillars, profiles and benching and leveling the ground wherever required. The rates quoted should be for finished items of works inclusive of these incidental items of work. It should be understood clearly that no claims whatsoever would be entertained.
57. The tenderer shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150dtd.25.11.57.
58. The Contractor will have to submit to the Executive Director, **NOCCI INFRA Balasore**, monthly return of labour both skilled and unskilled employed by him on the work.
59. After completion of the work the contractor shall arrange at his own cost all requisite equipment's for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
60. The Tenderer should furnish along with their tender **1.**a list of works, which are at present in their hand **2.** list of T&P and **3.** list of work executed in the prescribed proforma(s) enclosed herewith in appropriate place of bid document.
61. All reinforced cement concrete works should be finished smooth.
62. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the NOCCI INFRA before taking up the work and during course of execution required from time to time. All such samples will be tested at *Quality control and Zonal Laboratory at Balasore* or in any other govt approved laboratory at the cost of the Contractor with no extra cost to the NOCCI INFRA
63. If there is any damage to the work due to 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 of all such damages at his own cost with no extra cost to the NOCCINFRA. No claims, whatsoever, in this regard will be entertained.

64. The K.B. bricks should be well burnt and of good qualities. The bricks should be approved by the Engineer-in-charge before use in the work and should conform to the minimum strength as per National Building Code.
65. Under Section 1 of contract 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.
66. In the event of any dispute in the interpretation of the terms and conditions of this order/ agreement or difference of opinion between the parties or any point in the order / contract arising out of or in connection with the agreement/ accepted order/ contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the order, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by "NOCCI INFRA" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration and Conciliation Act of 1996 and the rules thereunder or any statutory notification thereof for the time being in force. In the order/ contract, the venue of such arbitration shall be Balasore (Orissa) and courts at Balasore alone shall have jurisdiction regarding any matter arising out of order/ contract
67. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to, in the district of Balasore and it is agreed that all the parties to the contract will be competent to bring a suit in regard to the matter by this contract at District Court in Balasore only.
68. SPECIAL CONDITIONS (PART OF THE CONTRACT)
- (1) All materials before they are being used in the items of works as per this Schedule of quantities and also the finished items of work where tests are applicable shall have to be tested through the Engineer-in-charge of the respective wing at appropriate Laboratories according to the relevant I.S. specifications of the materials and the said items of works and the cost of

all such tests shall have to be borne by the Contractor and the rates of the items of works should be inclusive of cost of such tests.

- (II) The tests have to be planned & carried out such that the progress of work is not hampered
 - (III) The tests are mandatory as per the prescribed frequencies and I.S. specifications. However, these are not exhaustive and the Engineer-in-charge has the right to prescribe other required test if any as will be considered from time to time.
69. In case of ambiguity between clauses of this D.T.C.N. and the **Form of Agreement** contract form, the relevant Clauses of the **Form of Agreement** shall prevail over the D.T.C.N. The clauses not covered under **Form of Agreement** form shall be governed by the clauses of the D.T.C.N.
70. Schedule of quantities accompanied with bid document shall be definitely understood that the NOCCINFRA does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
71. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, NOCCINFRA will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the NOCCINFRA is final and binding on the contractor.
72. The contractor should arrange the materials of approved quality and specification at his own cost for completion of the work with the time schedule. No extension of time will be granted on the application of the contractor due to delay in procurement of materials.
73. The bidder will be responsible for the loss or damage of any NOCCI INFRA materials during transit and in the execution of the work due to reasons what-

so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.

74. If the contractor removes NOCCI INFRA materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the contractor or from his security deposit or from the proceeds of sale thereof.
75. The selected contractor may take delivery of departmental supply according to his need for the work issued by NOCCI INFRA subject to the availability of the materials. The tenderer shall make all arrangement for proper storages of materials but no cost for raising shed for storage, pay of security guard etc. will be borne by the NOCCI INFRA and is not responsible for considering the theft of materials at site. It is the contractor's risk. Under any such plea if the tenderer stops the work, he shall have to pay the full penalty as per clause.
76. NOCCI INFRA will have the right to supply at any time in the interest of work any departmental materials to be used in the work and the contractor shall use such materials without any controversy or dispute on that account. The rate of issue of such materials will be at the stock issue rates inclusive of storage charges of current market rate.
77. The contractor must have to arrange by themselves every sort of materials from approved manufacturer, get it tested in the Govt. Laboratory and approved by the NOCCI INFRA before use. No extension of time or escalation of price on such account shall be entertained in future.
78. For payment of reinforcement, the steel including plates etc. shall be measured in length of different diameter, size and specification as actually used (including hooks and cranks) in the work correct to an inch or cm. And their weight calculated as per sectional weight prescribed by the Indian Standard Specification or as directed by the Engineer-in-Charge (Wastage of bars and unnecessary lapping will not be considered for measurement and payment).

79. The Contractor shall submit a bill for interim payment in 2 copies to NOCCI INFRA in a form approved by the Architect/Civil Engineer. A retention amounting to 5.0% of the bill amount shall be made in any interim payment certificate due to the Contractor on account of the Permanent Works executed by him which will be paid along with the final bill.
80. Any defects, shrinkage or other faults which may be noticed within 12 (Twelve) months from the completion of the work arising out of defective or improper materials or workmanship timing are upon the direction of the Engineer-in-Charge to be amended and made good by the contractor at his own cost unless the Engineer for reasons to be recorded in writing shall be decided that they ought to be paid for and in case of default NOCCINFRA may recover from the contractor the cost of making good the works. The contractor is also required to maintain the road/ building for 12 (Twelve) months from the date of successful completion of the work.
81. From the commencement of the works to the completion of the same, they are to be under the contractor's charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the NOCCINFRA harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also, no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.
82. **Gradation of ingredients:** The coarse and fine aggregate shall meet the grade requirement as per the latest provision of relevant I.S. Code / I.R.C. code / MoRT&H specifications.
83. Where it will be found necessary by the NOCCINFRA, the Engineer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the Architect with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent

shall be considered to have been duly given to the contractor for following the instructions of the NOCCI INFRA . The order Book shall be the property of the NOCCINFRA and shall not be removed from the site of work without written permission of the Executive Director, NOCCINFRA and to be submitted to the Engineer-in charge every month.

84. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
85. The rates quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the building site etc. are the responsibility of the contractor.
86. The rate for each work of concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rates will be inclusive of this.
87. The contractor shall make requisition of claim book from the date of commencement of the work from the NOCCINFRA and shall maintain in proper form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 26th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim book not maintained from the commencement of the work is liable to be summarily rejected. The claim book is the property of the NOCCI INFRA. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the NOCCI INFRA whichever is

earlier for record.

88. Number of tests as specified in I.R.C. / MORT&H / I.S.I specification required for the construction of roads/bridges/buildings or any other structural works will be conducted in any Govt. Test House/Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
89. The bidders can be disqualified for the following reasons, if enquired by the Institution
- (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
90. In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of Performance security unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivizing the tenderer.
91. The following documents which are not submitted with the Bid, will be deemed to be part of the Bid:

Sl. No	Particulars
1	Notice Inviting tender
2	Instruction to the Bidders
3	Conditions of Contract.
4	Contract data

92. Condition for issue of plant & machinery to contractor on hire: **Not Applicable**

ADDENDUM TO THE CONDITION OF CONTRACT

92.1 Progress of work and Re-scheduling programme.

- 92.1.1 The NOCCI INFRA Balasore shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 92.1.2 Within 3 days of issue of the letter of acceptance, the contractor shall submit to the NOCCI INFRA for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 92.1.3 To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, $1/4^{\text{th}}$ of the whole time allowed under the contract has elapsed, $1/2$ of the whole of the work before $1/2$ of the whole time allowed under the contract has elapsed, $3/4^{\text{th}}$ of the whole of the work before $3/4^{\text{th}}$ of the whole time allowed under the contract has elapsed.
- 92.1.4 If at any time it should appear to NOCCI INFRA that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Architect, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, NOCCI INFRA may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 92.1.5 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 92.1.6 The NOCCI INFRA approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme

is to show the effect of Variations and Compensation Events.

92.2 Extension of the Completion Date.

92.2.1 The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the NOCCINFRA issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid NOCCINFRA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.

92.2.2 As soon as possible after the Agreement is executed, the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the NOCCINFRA. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the NOCCINFRA and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

92.2.3 In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the NOCCINFRA but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of NOCCINFRA to proceed with the works.

92.2.3.1 Force majeure or

92.2.3.2 Abnormally bad weather or

92.2.3.3 Serious Loss or damage by fire or

- 92.2.3.4 Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work or
- 92.2.3.5 Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
- 92.2.3.6 In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
- 92.2.3.7 Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

92.3 Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

92.4 In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by NOCCI INFRA in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by NOCCI INFRA and this shall be binding on the contractor.

Compensation for Delay.

92.4.1 If the contractor fails to maintain the required progress in terms as per the Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to NOCCI INFRA on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the PMC / Architect (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. Compensation @ 1.5% per month of for delay of work, delay to be calculated on per Day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 15% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the

Contractor under this or contract with NOCCI INFRA. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

92.5 Management Meetings

92.5.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

92.5.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

93. The tenderers are required to go through each clause mentioned here in before tendering.

94. A Contractor may be black listed for the following reasons.

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

of the State.

- f) Submission of false/ fabricated / forged documents for consideration of a tender.

TECHNICAL SPECIFICATION OF CIVIL PORTION OF WORK

Materials of following specification are to be used in work. The Tenderer are expected to possess and be well conversant with the following IS standard and code of practice.

1.	Cement	Will be as per I.S. 269/255 (However the grade of cement to be selected by the Engineer-in-Charge of work and compressive cube test before commencement of work in each batch).
2.	Steel	I.S. 432 (Plain) and 1786 (Tor)
3.	Vibrator	I.S. 7246
4.	Aggregate	I.S. 383, I.S. 515
5.	Water for mixing and curing	Shall be clean, free from injurious amount of oil, salt, acid, vegetable materials and other substances and harmful to concrete in conformity to I.S. 456 and I.S. 2025.
6.	Sand / Fine Aggregate	I.S. 2116, 383
7.	Binding wire	I.S. 280 (galvanized minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for works	Conforming to I.S. 7452/82 strictly conform to I.S. specification and as per direction of Engineer-in-Charge.

Note: For road work (Approach Road) specification as per road and bridges (latest edition) published by I.R.C & M.O.S.T. shall be followed. In case of any doubt and absence of provision, regarding specification I.S. shall be referred (Indian standard).

ITEM OF WORK

1. Concrete shall be with conformity to I.S.456.
2. Foundation shall be with conformity to I.S.1080.
3. Stone masonry (R.R.) shall be with conformity to I.S.1597(Part-I)
4. C.R. Masonry shall be with conformity to I.S.1597.
5. Brick masonry shall be with conformity to I.S.2212.
6. Cement plastering shall be with conformity to I.S.9103 & 6925.

7. Mortar shall be with conformity to I.S.2250
8. White and colour washing shall be with conformity to I.S.6278.
9. CC in foundation shall be with conformity to I.S.2571.
10. Anti-Termite Treatment shall be with conformity to I.S.6813. (Part - I & Part - II)
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part - I & Part -II)
12. DPC shall be with conformity to I.S.3067
13. Tar felt treatment shall be with conformity to I.S.1346
14. Mosaic flooring with conformity to I.S.2114
15. Steel painting shall be with conformity to I.S.1477 (Part - I & Part - II) I.S.1661

LIST OF SUGGESTED MAKES

The following is the suggested list of products and name of the manufacturer against each product. The contractor shall quote rates for the various items of works such that their rates should be valid for all makes suggested hereunder. It will be prerogative of NOCCI INFRA, Balasore to approve any make out of this list or any other equivalent make. The makes specified in schedule of quantities shall have preference over the makes suggested hereunder. Wherever make is not suggested, the material should be as per relevant BIS specification.

ITEM DESCRIPTION	SUGGESETED MAKERS/MANUFACTURERS
Cement Gray	Konark/Dalmia/Ultra tech/Lafarge
Cement White	Birla/JK/Tata
Water Proofing Compound	Sika/Fosroc/Pidilite
Reinforcement steel IS 1786-Fe 500	SAIL/TISCO/ESSAR/VIZAG/RINL/IISCO/JINDAL
Structural Steel	SAIL/TISCO/ESSAR/VIZAG/RINL/IISCO/JINDAL
Glazing	Modi Flaot/ Asahi Float/Saint-Gobain

SS Fittings	Kich/Golden/Point/Godrej
Aluminum Sections	Hindalco/Jindal/Indal/OEL
Friction Stay	Hettich/Hafele/EBCO
Ceramic Glazed Tile	Kajaria/Somany/ NITCO
Paints	Asian/Nerolac/Berger/ICI/Snowcem India Ltd
Floor Hardener	FOSROC/SIKA/CICO
MS Tube/Pipe	TATA/Jindal/QST/PrakshSurya
Stainless Steel	Salem/Jindal

ELECTRICALS

ITEM DESCRIPTION	SUGGESETED MAKERS/MANUFACTURERS
GI Poles	Utkal Galvanisers/ B.P.Electro-Tech
Semi High Mast	Utkal Galvanisers/ B.P.Electro-Tech/Philips/Bajaj
MCB, RCB & Associated distribution Board	L&T/Legrand/Siemens/ABB/Schenider
Instrument viz voltmeter etc	AE/IMP/Meco/ Schneider
Street Light/ Flood Light fixtures	Philips/Crompton/ Bajaj
Metal Halide Lamps	Philips/Bajaj/Crompton/ECE/Sylvania
Adhesive & Insulating Tapes	Steelgrip/ Anchor
G.I. Pipes	TATA/Jindal/Prakash
Non-metallic conduit & accessories	Berlia/ Uniflow/ Sudhakar
Switch, socket, holder, ceiling rose, etc	Anchor/Cona
FRLS PVC insulated wires	Finolex/ KDK/ Rajanigandha/ Anchor/NICCO/ L&T/ Havells
Bakelite sheets	Hylam/Formica
PVC insulated Cables (with ISI mark only)	NICCO/ INCAB/ Fort Gloster/ CCI/ Universal
Cable lugs	Dowells/ Ismal/ Clipon
Cable jointing kits	M Seal
Selector switch	Kaycee/ Saltzer
Fluorescent fixtures	Philips/Crompton/ Bajaj/PAC
Fluorescent Lamps	Philips/Bajaj/Crompton/ECE/ Sylvania

NOTE: -

1. For the items not indicated above but to be used in construction, specific approval to be taken before procurement and use after submitting sample, detail of manufacturer, source of supply etc.
2. Makes of items mentioned in schedule of quantities shall have first preference unless otherwise approved by NOCCI INFRA, Balasore
3. If bidder is unable to provide any material required for construction as per sample approved by Architect / Engineer in charge, NOCCINFRA shall be free without any prejudice to procure the material and get the work executed at risk cost and responsibility of the bidder.

We have noted the above and confirm that our tender is based on above SUGGESTED makes.

GENERAL CONDITIONS

1. Drawings & Specifications

The Contractor, after the award of the contract and on signing the agreement shall be furnished free of cost two copies of each of the drawings specifications, descriptive schedules and other details necessary for execution of the work. All further drawings and details as may be prepared by the department from time to time for reasonable development of the work described in the contract documents and reasonably necessary to explain and amplify the contract drawings and to enable the contractor to execute and complete the work shall also be supplied in duplicate to contractor free of cost.

Any further copies of such drawings, required by the contractor shall be paid for by him. The contractor shall keep one copy of all the drawings specifications, price schedule of items and quantities at work site and the Engineer-in-charge or his authorized representative shall at all reasonable times have access to the same.

2. Contractor's Responsibility.

- a) The contractor shall provide at his cost everything necessary for the proper execution of the works according to the intend and meaning of the drawings, schedule of items and quantities and specifications taken together, if the same is not particularly shown or described therein, provided that the same can reasonably be inferred there from, if the Contractor finds any discrepancy in the drawings or between the drawing and schedule of quantities and specifications, he shall .immediately in writing refer the same to the Architect whose decision shall be final &binding.
- b) Any work done at any time or even before receipt of such details shall be removed / replaced by the contractor without any expense to the department If the work is not in order and if so directed by the Engineer-in-charge error inconsistencies in drawings and local conditions affecting the works shall be brought to the notice of the Engineer-in-charge immediately for his decision All drawings, bill of quantities and specifications and copies therefore furnished by the department, are their property. They shall not be used on any other work and shall be returned to the Department on request on completion and before issue of final certificate or termination of the contract.
- c) All materials and workmanship shall be of the respect kinds described in the specification. B.O.Q, contract and in accordance with the instruction of the PMC / Architect. The contractor must satisfy himself about the same while furnishing samples for approval of the PMC / Architect before incorporation in the works.
- d) The Engineer-in-charge may from time-to-time cause at his discretion such tests on samples of materials or workmanship of all/any materials and work, as he may consider necessary at places of manufacture, fabrication, on the site or at such other places. The expenditure incurred

for all such tests shall be borne by the contractor.

- e) All approved samples are to be preserved by the contractor in a regular manner in the site office for inspection and verification of the Engineer-in-charge or his representative from time to time.

g) Alteration / Addition & Omissions

The Architect shall make any variation of the form, quality or quantity of the works or any part thereof that may be in his opinion be necessary and for that purpose or if for any, other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do so and the Contractor shall do any or all of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the levels, lines, position and dimensions of any part of the works, and
- d) Execute additional works of any kind necessary for the completion of the work. No such variation shall in any way radiate or invalidate the contract, but the value of all such variations shall be taken into account and shall be added to or deducted from the contract sum accordingly, but no such variation shall be made by the contractor without prior written instruction from the PMC / Architect.
- e) The Schedule of quantities/rates shall be deemed to have been prepared and included in accordance with the method of measurement of work set out and as per the relevant specifications or in its absence relevant I.S. code of practice. Any error in the specification or in quantity or omission of any item from the schedule of quantities/ rates shall not vitiate the contract, but be adjusted by adding to or deduction from the

contract sum provided that no rectification of errors, if any, shall be allowed in the contract schedule of rates.

4. Valuation of variations

- a) All extra or additional work done or work omitted shall be valued at the rates and price set out in the prices schedule of quantities, and/or derived there-from, if in arriving at the contract sum, the Contractor have added to or deducted from the total of the items in the tender any sum either as a percentage or proportion, then the same percentage of proportion shall apply to all items or works in the prices schedule as also for valuation of variation.
- b) If the contract does not contain any rate or price applicable to the extra or additional work, or the rate or price in the priced schedule of quantities has become inapplicable in the opinion of the PMC / Architect by virtues of such addition or omission, then suitable rates or price shall be agreed such rates shall be derived by analysis based on standard schedule of rates of State P.W.D. / P.H.D or in case such is not available therein, form any approved schedule with the various elements valued at local market price plus 15 (fifteen) percent towards over-heads.

5. The Offers are also to include

- a) To supply all materials including steel and cement, labour, supervision, services, supports, scaffoldings, approach road, construction equipment, tools and plants etc., as required for proper execution of all the items of the work as per drawing and specification.
- b) To provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion

of the work in accordance with the drawings, specifications and schedule of quantities.

- c) Cleaning, Uprooting the stumps, vegetation and old masonry etc., met in the trenches and excavations.
- d) Providing shoring and shuttering to avoid sliding of the soils and removal of the same or completion.
- e) De-watering as required and directed.
- f) Excavation at all depths (Unless otherwise mentioned in schedule), stacking separately usable and disposal of surface earth and materials from site as directed.
- g) Curing of ail concrete and cement works as per specification and direction,
- h) Centering, shuttering as required for all concrete work.
- i) Bending, binding, tying the grill & placing in position, including supply of all materials & labour etc.
- j) To provide water and power required for construction testing and commissioning.
- k) Testing of materials and works as per specification and direction.

FORM OF BID

Bid Reference No. : NOCCI infra- / 155 /23-24

Name and address of Owner:

Executive Director, Nocci Balasore Infrastructure Company, NOCCI Business Park, Bampada, Dist: Balasore-756056 (Odisha), Tele/fax:06782- 267273, Website: www.nocci.in, Email: noccipls@gmail.com

Description of Works :

Construction of 2nd Floor Rooms at Executive Hostel at Bampada

Dear Sir,

- 1.0 Having examined the Drawings, Terms & Conditions of Contract, Technical Specifications and Schedule of Quantities for the execution of above-mentioned works, I/We, the undersigned offer to execute, complete and maintain the above work in conformity with the said Drawings, Terms & Conditions of Contract, Technical Specifications and Schedule of quantities.
- 2.0 I/ We undertake, if our bid is accepted to commence the Works within fifteen days of receipt of the Letter of Acceptance, and to complete and deliver the whole of the above said works comprised in the Contract within 3 (Three) months calculated from the date of issue of Purchase/Work Order.
- 3.0 If our bid is accepted, we will furnish a performance security as per the contract data
- 4.0 I / We agree to abide by this bid for the period of 60 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5.0 Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
- 6.0 We understand that you are not bound to accept the lowest or any Bid you may receive.

7.0 I / We agree that the Amount of retention will be 5% in each bill which will be adjusted in final bill.

Date _____

Signature of bidder with seal

Place _____

Witnesses:

1. Signature:

2. Signature:

Name:

Name:

Address:

Adress:

FORM OF AGREEMENT

(To be submitted by successful bidder after award of contract On Non-Judicial Stamp Paper of minimum value of Rs. 100/- or as per stamp act of Local State Government)

THIS AGREEMENT is made and executed on the day of (Two thousand) Between the Nocchi Balasore Infrastructure Company, a body corporate having its registered office at Balasore (herein after referred to as NBIC which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the NBIC) of the ONE PART and

_____ (here in after referred to as the Contractor, which expression, shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the Contractor) of the OTHERPART.

WHEREAS the NBIC is desirous that certain Works should be executed, viz

_____ and has, by Letter of Acceptance dated_____, accepted a bid by the Contractor in response to the NBIC's bidding document ref no. _____ for carrying out the above job at a cost Rs. _____ (hereinafter referred as contract price), NOW THIS AGREEMENT WITNESSETH ASFOLLOWS:

- 1.0. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0. The following documents shall be deemed to form and be read and construed as a part of this agreement, viz
 - i) This Form of Agreement
 - ii) The Letter of Acceptance
 - iii) The said bid and Appendix
 - iv) The Schedule of Quantities
 - iv) The Technical Specifications

- v) The Drawings
- vii) The Schedule of Supplementary information
- viii) Special Conditions of Contract
- ix) General Conditions of Contract
- x) Schedule of Materials to be issued by NBIC

3.0. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.

4.0. In the consideration of the payment to be made by the NBIC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the NBIC to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract and bidding document.

5.0. The NBIC hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day, month and year first above written.

Signed, sealed & delivered by the
Authorised Signatory for the NBIC

Signed, sealed & delivered by
the Authorised Signatory for the
Contractor

Authorised Signatory
Nocci Balasore Infrastructure Company

Authorised Signatory
Contractor

In the presence of:

In the presence of:

Witness

1) Signature

Name

Address

2) Signature

Name

Address

Witness

1) Signature

Name

Address

2) Signature

Name

Address

Tenderers 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 NOCCINFRA. 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.

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

(*) - Strike out which is not applicable

Signature Of the Tenderer

Date-

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING
EXPELLING OF**

TENDERER OR ABANDONMENT OF WORK BY THE TENDERER

1. Is the tenderer currently involved in any litigation relating to the works.	YES/NO
If yes: give details:	
2. Has the Tenderer or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years.	YES/NO
3. Has the Tenderer or any of its constituent partners failed to perform any on any contract work in India during 5 years.	YES/NO
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 Tenderer

SCHEDULE - B

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the bid and in 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 authorize(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.

Title of Officer

Name Of Firm

Date-

(Signature of Tenderer)

SCHEDULE - C

Proposed Sub-contracts and firms involved. (Refer ITB Clause 3.2 h) (Admissible in case of composite bids only)

Sanction of the works	Value of Sub-contract	Sub-contractor (Name &Address)	Experience in similar work
1	2	3	4

Attach copies of certificates on possession of valid license for executing water supply/sanitary work/building electrification works [Reference Clause 3.2 h]

Signature of Tenderer

Date-

SAMPLE FORMATS

UNDER TAKING

This is to certify that

1. My firm has neither been associated, directly or indirectly, with the Consultant or with any other entity that has prepared the design, specifications, and other documents for the Project nor has any person associated with been proposed as Project Manager for the Contract.

2. My firm has not engaged any agency and any of its affiliates engaged by the Engineer-in-Charge to provide consulting services for the preparation or supervision of this work.

Signature of Tenderer

Date-

SCHEDULE OF QUANTITIES

Abstract of cost for construction of 2nd floor, Nocci Residency at Nocci Business Park, Bampada, Balasore-756056.

Sl. no	Description	Qty	Unit	Rate	Amount
1	Single Under reamed Bored Compaction Pile foundation with R.C.C. work of M-25 grade with 20mm and down grade black hard granite (crusher broken) stone chips including hoisting and laying including cost of boring but excluding cost of M.S/Tor steel and labour charges for cutting bending & binding of steel .	435	Rmt.		
2	Earthwork in excavation in all types of soil for site leveling, foundation, pits, trenches and other civil works upto and including 1.5metre depth and stacking the soil upto a lead of 100 metre and including dewatering, removing slush, shoring and strutting (as required), complete as per specification and as directed by the Engineer-In-Charge.	52.72	Cum		
3	Providing and laying plain cement concrete 1:3:6 (1 cement : 3 sand : 6 stone aggregate 40mm nominal size) as levelling course in foundation and plinth etc. including tempering, curring, shuttering etc. complete all depth and height.	28.35	cum		
4	Supplying & Filling foundation trenches , plinth & ditches with clean course river sand well watered and rammed in layers not exceeding 23 c.m. in depth with all lead and lift including cost, conveyance, loading, unloading, stacking, royalties and all taxes of sand, cost & conveyance of water, cost of all Labour, labour ess, T&P required for the work etc.	107.16	cum		

	complete in all respect as directed by the Engineer- in - charge.				
5	<p>Providing, lifting, hoisting and laying Reinforced cement concrete of M- 25 grade as per approved designs and drawings having a minimum compressive strength (in work test) 25 Kg. / Square cm. in 15 cm. cubes at 28 days after mixing and test conducted in accordance with I.S. 516 using 12 mm. to 20 mm. size black hard crushed broken granite stone chips and screened and washed sharp sand for mortar of approved quality from approved quarry, washed and cleaned (20mm. size chips not to exceeds 25 %) to be mixed in concrete mixture with Portland slag cement (PSC) including hoisting, lowering, laying and compaction concrete by using vibrators, watering and curing for 28 days, centering and shuttering then after dismantling and removing debris from the work site and finishing the exposed surface smooth providing grooves or beads wherever necessary including cost, conveyance, loading, unloading, royalties and taxes of all materials and cost of all labours, sundries, T & P required of the work etc. complete in all respect as directed by the Engineer-in-Charge. But excluding cost and conveyance of M.S. rods or Tor steel and binding wires and labour charges for straightening, cutting, bending etc. of M.S. rods or tor steel tying the grills and placing in proper position.</p>				
	Foundation & Plinth				
	RCC in Pile cap	25.90	cum		
	RCC in Column from Pile cap top to PL	2.16	cum		

	RCC in Tie beam	8.95	cum		
	Ground floor				
	RCC in column from PL to Ground floor roof	12.10	cum		
	RCC in Roof beam	9.33	cum		
	RCC in Roof slab	30.88	cum		
	RCC in Lintel	7.24	cum		
	RCC in Sill	7.24	cum		
	S.case	4.13	cum		
	RCC in chajja	0.35	cum		
	First floor				
	RCC in column from Ground floor roof to First floor roof	6.34	cum		
	RCC in Roof beam	4.14	cum		
	RCC in roof slab	40.65	cum		
	RCC in Lintel	2.21	cum		
	RCC in Sill	1.47	cum		
	RCC in Staircase	3.21	cum		
	RCC in chajja	0.47	cum		
	Second floor				
	RCC in column from First floor roof to Second floor roof	32.60	cum		
	RCC in roof beam	51.56	cum		
	RCC in Roof slab	204.1	cum		
	RCC in Staircase	2.84	cum		
	RCC in Lintel	18.51	cum		
	RCC in Sill	12.34	cum		
	RCC in chajja	178.56	sqm		
	Terrace floor				
	RCC column	12.72	cum		
	Roof beam	0.91	cum		
	Roof slab	3.11	cum		
	RCC in Lintel	0.55	cum		
	RCC in Sill	0.37	cum		
	RCC in chajja	2.88	sqm		
6	Supplying Cutting, straightening coiled or bent up M.S. Rod or tor steel of primary steel producers such as SAIL / TATA / RINL / JINDAL STEEL / SHYAM STEEL (grade Fe-500D) etc. including bending, binding, welding and jointing if necessary and tying the grills				

	and placing in position as required for R.C.C. Work and for providing fan hooks as required, hoisting, lowering, laying including cost, conveyances of M.S. Rod or tor steel and binding wires of 18 to 20 gauge and labour required for the work for bending, binding and tying the grills in all floors with labour cess etc. (payment will be made on standard weight of B.I.S. for M.S. Rods or tor steel only) etc. complete as per specification & direction of Engineer-in-charge.				
	Foundation & plinth	56.59	Qntl		
	Ground floor	89.74	Qntl		
	First floor	63.17	Qntl		
	Second floor	461.21	Qntl		
	Terrace floor	32.25	Qntl		
7	Fly Ash brick masonry in cement mortar (1:6) in foundation & plinth using Fly Ash bricks of 25 x 12 x 8 cm size having a crushing strength of not less than 75 kg./sqcm with dimensional tolerance $\pm 2\%$ including splays cutting circular moulding chamfering and corbelling and similar such type of works with all necessary projections watering and curing after immersing the bricks in water at least for six hours before use including cost, conveyance, royalties with all labour,labour cess and T & P required for the work complete in all respect as per specification and direction of Engineer-in-Charge.	8.15	cum		
8	First class Fly ash Brick masonry using bricks of size 25cm. x 12 cm. x 8 cm. having crushing strength not less than 75 kg. Per. Sqr. Cm. in cement mortar of mix(1:6) with ordinary Portland slag cement(PSC) and screened				

	& washed sand for mortar after immersing the bricks for 6 (Six) hours in water before use in Super structure including splays cutting, circular moulding, corbelling, chamfering and similar such type of works, watering and curing etc. including cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, scaffolding, sundries, T&P required for the works etc. complete in all respect as directed by the Engineer-In-Charge.				
	Ground floor	46.97	cum		
	1st floor	27.71	cum		
	2nd floor	273.78	cum		
	Terrace floor	55.5	cum		
9	First class Fly ash Brick masonry using bricks of size 25cm. x 12 cm. x 8 cm. having crushing strength not less than 75 kg. Per. Sqr. Cm. in cement mortar of mix(1:4) with ordinary Portland slag cement(PSC) and screened & washed sand for mortar after immersing the bricks for 6 (Six) hours in water before use in Super structure including splays cutting, circular moulding, corbelling, chamfering and similar such type of works, watering and curing etc. including cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, scaffolding, sundries, T&P required for the works etc. complete in all respect as directed by the Engineer-In-Charge.				
	Ground floor	4.13	cum		
	2nd floor	39.57	cum		
10	Providing 12 mm thick cement				

	plaster with cement mortar of mix (1:6) with screened and washed sharp sand for mortar and finished smooth to the rough surface of walls in all heights after racking out joints including watering and curing, rounding of corners, providing grooves where ever necessary with cost, conveyance, royalties, with cost of all labour, labour cess, T&P, and scaffolding required for the work etc. complete in all respect and specification and direction of the Engineer in charge. (Outer side plastering)				
	Ground floor	190.93	sqm		
	First floor	156.95	sqm		
	2nd floor	742.89	sqm		
	Terrace floor	222.00	sqm		
11	Providing 12 mm thick cement plaster with cement mortar of mix (1:6) with screened and washed sharp sand for mortar and finished smooth to the rough surface of walls in all heights after racking out joints including watering and curing, rounding of corners, providing grooves where ever necessary with cost, conveyance, royalties, with cost of all labour,labour cess, T&P, and scaffolding required for the work etc. complete in all respect and specification and direction of the Engineer in charge. (Inside plastering)				
	Ground floor	33.6	sqm		
	First floor	43.88	sqm		
	Second floor	1296.80	sqm		
12	Providing 16mm. Thick cement plaster in cement mortar or mix(1:6) in all floors at all height with cement & screened and washed sharp river sand for mortar and finished smooth to				

	the rough surface of the brick masonry walls after racking out the joints (along with providing grooves wherever necessary)including watering and curing, rounding of corners etc. complete with cost, conveyance, loading, unloading, royalties and taxes of all materials, cost of all labour, T&P and scaffolding required for the work etc. as directed by the Engineer-in-charge.				
	Ground floor	224.53	sqm		
	First floor	200.83	sqm		
	Second floor	2000.09	sqm		
	Terrace floor	268.25	sqm		
13	Providing 6 mm thick cement plaster with cement mortar of mix (1:4) with screened and washed sharp sand for mortar and finished smooth to R.C.C. work after closed deep chipping & slurry treatment including watering and curing, rounding of corners, providing grooves where ever necessary with cost, conveyance and royalties of all materials with cost of all labour, T&P, and scaffolding required for the work etc. complete in all respect as directed by the Engineer in charge.				
	Ground floor	261.85	sqm		
	First floor	278.24	sqm		
	Second floor	1502.33	sqm		
	Terrace floor	18.00	sqm		
Total					
(Rupees in words-----)					