

NOCCI BALASORE INFRASTRUCTURE COMPANY

(NOCCINFRA)

INDUSTRY FACILITATION CENTRE,

GANESWARPUR INDUSTRIAL ESTATE,

BALASORE, ORISSA-756019, TELEFAX: 06782- 267273

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

COMPETITIVE BIDDING FOR EMPENALLED CONTRACTORS

(CONSTRUCTION OF R.C.C. RETAINING WALL AT NOCCI RAILWAY SIDING, SOMANATHPUR, BALASORE)

BID NO -NOCCInfra /2019 – 2020/1

NAME OF THE WORK	Construction of R.C.C. Retaining wall at NOCCI Railway Siding , Somanathpur, Balasore
BIDDING DOCUMENT DISTRIBUTION	20.05.2019 to 27.05.2019
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE 31.05.19 TIME 11.00 Hours
DATE AND TIME OF OPENING OF BIDS	DATE 31.05.19 TIME 11.30 Hours
PLACE OF AVAILABILITY, RECEIPT & OPENING OF BIDS	NOCCI BALASORE INFRASTRUCTURE COMPANY NOCCI Business Park 3rd Floor of Trade Tower, At-Bampada, Post- Chhanpur, Balasore Pin-756056, Near Birla Tyres Opposite of CIPET, TELEFAX: 06782- 255966/967.
TENDER ISSUING AUTHORITY	GENERAL MANAGER CUM CFO NOCCI BALASORE INFRASTRUCTURE COMPANY BALASORE



NOTICE INVITING TENDER
NOCCINFRA, BALASORE
Bid no –NOCCinfra / 01 / 2019 – 2020

1. General Manager cum CFO, Noccinfra, Balasore invites **Percentage rate bids** for the construction of works detailed in the table from empanelled Contractors of Noccinfra, Balasore.

Sl no	Name of work	Approx. Estimated Cost in INR	Bid Security/ EMD	Period of completion
1	2	3	4	5
1	<i>Construction of R.C.C. retaining wall at NOCCI Railway siding, Somanathpur, Balasore</i>	Rs 26,92,409/-	Rs 27,000/-	1 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 General Manager cum CFO, Noccinfra Balasore on all working days from 18.05.2019 to 26.05.2019.
3. Bids must be accompanied by security of the amount specified for the work in the table col.4 above pledged in favor of the NOCCI BALASORE INFRASTRUCTURE COMPANY. Bid security will have to be in any one of the forms as specified in the bidding documents. Tender without Bid Security/ EMD of stipulated amount will be rejected summarily
4. Bids shall be received on or before **11.00 Hours of 31. 05. 2019**.
5. Bids received shall be **opened at 11.30 Hours on 31. 05. 2019** in the office of the undersigned 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.



General Manager cum CFO
NOCCINFRA, Balasore

CHECKLIST TO BE ENSURED BY THE BIDDER



Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	E.M.D for Rs.27,000.00	Clause No.21			

CONTRACT DATA**A. GENERAL INFORMATIONS**

SI No	Item	Details
2	Bid Identification No.	NOCCinfra / 1/2019 – 2020
3	Name of the Work	<i>Construction of R.C.C. Retaining Wall at NOCCI Railway Siding, Somanathapur, Balasore.</i>
4	Officer Inviting Tender	<i>General Manager Cum CFO, NOCCINFRA,, Balasore</i>
5	Estimated Cost	Rs 26,92,409/-

B. BID INFORMATION

6	Intended completion period/Time period assigned for Completion	1(One) Calendar Month
7	Last Date & time of submission of Bid	11.00 Hrs Date: 31. 05. 2019
8	Bid Security	
	i Amount	Rs.27,000.00
	ii in favor of	<i>NOCCI BALASORE INFRASTRUCTURE COMPANY</i>
	iii payable at	Balasore
	iv Type of instrument	As specified in the bid document
9	Bid validity period	30 days
10	Minimum period of contract / agreement / lease deed of equipment and machineries	1(One) Month
11	Currency of payment for Contract	Indian Rupee
12	Language of Contract	English

DETAILED TENDER CALL NOTICE (DTCN)

1. Sealed **Percentage rate bids** for the construction of works from empanelled



Contractors of Noccinfra, Balasore. The work “Construction of R.C.C. Retaining wall at NOCCi Railway Siding, Somnathpur, Balasore. *for 2019-20* **at an estimated cost of Rs 26,92,409/-** (Rupees Twenty Six Lakhs Ninety Two Thousand Four Hundred Nine only).

- (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 GM cum CFO, NOCCINFRA, 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 *General Manager cum CFO, NOCCINFRA*, Balasore at **11.30** Hours on **31.05.2019** in the presence of the bidders or their authorized representatives who wish to attend.
 4. The bid is to be submitted with EMD, 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 **bid security** of the amount as specified in the **Contract Data** along with the Bid.
 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 General Manager cum CFO, NOCCINFRA, **Balasore** on behalf of the NOCCINFRA.

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 **One (1) calendar month** 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 10 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and NOCCINFRA.
 - 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 NOCCINFRA 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 security shall be in the form of a Bank Draft or Pay Order drawn in favor of Nocchi Balasore Infrastructure Company payable at Balasore. Tenders not accompanied with E.M.D. as specified above will not be considered.
- 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 NOCCINFRA, Balasore reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
- 22 The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of C.P.W.D. Code. The earnest money will be refunded to the unsuccessful tenderers on application after intimation is sent to rejection of their tenders. The retention of E.M.D. with



the NOCCINFRA will carry no interest.

- 23 The GM cum CFO, NOCCINFRA, 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 a Bank Draft or Pay Order drawn in favor of Nocci Balasore Infrastructure Company payable at Balasore, and in no other form, which including the amount already deposited as bid security (earnest money) shall be 2% of the value of the tendered amount and sign the agreement in the **form of Agreement** for the fulfillment of the contract in the office of the **General Manager cum CFO NOCCINFRA, 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 7days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the General Manager cum CFO, NOCCINFRA, 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.
- b) **Form of Agreement duly executed.** Failure to enter in to the required agreement and to make the security deposit as above shall entail forfeiture of the Bid Security (earnest money) .No contract (tender) shall be finally accepted



until the required amount of initial security money is deposited. The 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 E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

- 24 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 Orissa, 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 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 NOCCINFRA for temporary occupation of land owned by NOCCINFRA 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 General Manager, NOCCINFRA 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. e) All fees and dues levied by Municipal, Canal or Water Supply Authorities are to be borne by the Contractor.

- d) Suitable safety equipments 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.

27 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.

28 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.

29 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.

30 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 NOCCINFRA or transfer be made by the power of attorney authorizing others to receive payment on contractors behalf.
- 31 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.
- 32 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.
- 33 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.
- 34 Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the NOCCINFRA will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly of 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.
- 35 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 NOCCINFRA 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.
- 35 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.

- 36 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.
- 37 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.
- 38 Any instruction given in writing with dated signature by the **Engineer of Nocci** or their representative will be treated as the instruction from NOCCINFRA.
39. **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 NOCCINFRA. 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.



- 40 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.
- 41 It is the responsibility of the contractor to procure and store explosive required for work at site.
- 42 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 NOCCINFRA 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.
- 43 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.
- 44 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.
- 45 No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
- 46 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.
- 47 **(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.

- 48 **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.
- 49 An engineering personnel of the executing agency should be present at work site at the time of visit of Architect.
- 50 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 .
- 51 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.
- 52 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-44150 dtd.25.11.57.
- 53 The Contractor will have to submit to the General Manager cum CFO **NOCCINFRA Balasore**, monthly return of labour both skilled and unskilled



- employed by him on the work.
- 54 After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing buildings, if found necessary and bear the entire cost of such test, including the inspection of Electrical Inspectorate.
- 55 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.
- 56 All reinforced cement concrete works should be finished smooth .
- 57 The contractor has to arrange the samples of materials required for execution to be got tested and approved by the NOCCINFRA 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 NOCCINFRA
- 58 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.
- 59 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.
- 60 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.
- 61 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 “NOCCINFRA” 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 there under or any statutory notification thereof for the time being in force. In the order/ contract, the venue of such arbitration shall be Balasore, (Odisha) and courts at Balasore alone shall have jurisdiction regarding any matter arising out of order/ contract

62 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.

63 **SPECIAL CONDITIONS (PART OF THE CONTRACT)**

(I) 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.

64 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.

- 65 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.
- 66 In case of any complaint by the labour working about the non payment 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.
- 67 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.
- 68 The bidder will be responsible for the loss or damage of any NOCCINFRA 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.
- 69 If the contractor removes NOCCINFRA 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.
- 70 The selected contractor may take delivery of departmental supply according to his need for the work issued by NOCCINFRA 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 NOCCINFRA 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
- 71 NOCCINFRA 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.
- 72 All the materials which are to be supplied from NOCCINFRA store will be as per availability of stock and the contractor will have to bear the charges of straightening, cutting, jointing, welding etc. to required sizes in case of M.S. Rods or TOR Steel / M.S Angles, Tees and Joists etc. After the issue from the NOCCINFRA store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage.
- 73 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 NOCCINFRA before use. No extension of time or escalation of price on such account shall be entertained in future.
- 74 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).
- 75 The Contractor shall submit a bill for interim payment in 2 copies to the Engineer in charge of NOCCINFRA. 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.
- 76 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.

- 77 From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the 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.
- 78 **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.
- 79 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 NOCCINFRA . 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 General Manager cum CFO, NOCCINFRA and to be submitted to the Engineer-in charge every month.
- 80 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.



- 81 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.
- 82 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.
- 83 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 summararily rejected. The claim book is the property of the NOCCINFRA. 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 NOCCINFRA which ever is earlier for record.
- 84 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.
- 85 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.

86 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 EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from dis-incentivising the tenderer.

87 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
5	Specifications
6	Drawings

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

89. **Deleted**

90. **ADDENDUM TO THE CONDITION OF CONTRACT**

91.1. Progress of work and Re-scheduling programme.

91.1.1. The NOCCINFRA 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.

91.1.2. With in 3 days of issue of the letter of acceptance, the contractor shall submit to the NOCCINFRA for approval a Programme showing the



general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.

- 91.1.3. 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 91.1.4. If at any time it should appear to NOCCINFRA 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, NOCCINFRA 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.
- 91.1.5. 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.
- 91.1.6. The NOCCINFRA 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.

91.2. Extension of the Completion Date.

- 91.2.1. 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 7th 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.

91.2.2. 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.

91.2.3. 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 endeavours 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.

i) Force majeure, or

ii) Abnormally bad weather, or

iii) Serious loss or damage by fire, or

iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.

v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.

vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without



the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.

91.2.4. 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.

91.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by NOCCINFRA in writing, within 1 days 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 NOCCINFRA and this shall be binding on the contractor.

91.3. Compensation for Delay.

91.3.1. 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 NOCCINFRA 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 @ Rs 5000 per day 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 10% 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 NOCCINFRA. 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.

91.4. Bonus for early completion

91.4.1 In case, the contractor completes the work with work value more than Rs.40.00 lakhs, ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis (only after one month) shall be payable to the contractor, subject to a maximum limit of 2% (two percent) of the tendered value. The amount of bonus, if payable shall be paid along with final bill after completion of work.

91.5. Management Meetings

91.5.1. 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.

91.5.2. 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.

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

93. 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 (galvanised minimum 1 mm)
8.	Rain water pipe	I.S. 2527
9.	Construction joints	I.S. 3414

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).- **Not Applicable**



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) **-Not Applicable**
4. C.R. Masonry shall be with conformity to I.S.1597. **-Not Applicable**
5. Brick masonry shall be with conformity to I.S.2212. **-Not Applicable**
6. Cement plastering shall be with conformity to I.S.9103 & 6925. **-Not Applicable**
7. Mortar shall be with conformity to I.S.2250-**Not Applicable**
8. White and colour washing shall be with conformity to I.S.6278. **-Not Applicable**
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) NA
11. Painting to all surfaces shall be with conformity to I.S.2395 (Part – I & Part – II) **-Not Applicable**
12. DPC shall be with conformity to I.S.3067-**Not Applicable**
13. Tarfelt treatment shall be with conformity to I.S.1346-**Not Applicable**
14. Mosaic flooring with conformity to I.S.2114-**Not Applicable**
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 NOCCINFRA, 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	Suggested Makes/Manufactures
1	Cement Grey	Konark / ACC / Ultra tech/Lafarge /Century/ Dalmia
2	Cement White	Birla / JK / TATA- Not Applicable
3	Water Proofing Compound	SIKA/ FOSROC / PIDILITE / -Not Applicable
4	Reinforcement Steel-IS1786-Fe500	SAIL / TISCO /ESSAR / VIZAG / RINL / IISCO / JINDAL/SCAN/SHYAM STEEL
5	Structural Steel	SAIL / TISCO /ESSAR / VIZAG / RINL / IISCO / JINDAL -Not Applicable
6	Glazing	Modi Flaot/Asahi Float/Saint Gobain- Not Applicable
7	SS Fittings	Kich/Golden/Point/Godrej- Not Applicable
8	Aluminum Sections	Hindalco/Jindal/Indal/ OEL- Not Applicable
9	Friction Stay	Hettich/Hafele/EBCO- Not Applicable
10	Ceramic Glazed Tile	Kajaria/Somany/ NITCO- Not Applicable



11	Paints	Asian/Nerolac/Berger/ICI/Snowcem India Ltd. -NA
12	Floor Hardener	FOSROC/SIKA/CICO- Not Applicable
13	MS Tube/Pipe	TATA/Jindal/QST/Praksh Surya/ Not Applicable
14	Stainless Steel	Salem/Jindal- Not Applicable

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 NOCCINFRA, 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 allot followings : .

- 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 ratidate 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 he 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 equipments, 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.
- l) 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. : NOCCInfra- Railway Siding/ 2019-20/ 1

Name and address of Owner :

General Manager Cum CFO, Nocchi Balasore Infrastructure Company, NOCCI Business Park, 3rd Floor of Trade Tower, At-Bampada, Post- Chhanpur, Balasore, Pin-756056, Near Birla Tyres, Opposite of CIPET, TELEFAX: 06782-255966/967, Website: www.nocci.in, Email: nocciibs@gmail.com

Description of Works :

Construction of R.C.C. Retaining Wall at NOCCI Railway Siding, Somanthpur, Balasore.

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 in _____ % less / excess in words (_____ percentage less / excess) or such other sum as may be ascertained in accordance with the said conditions.
- 2.0 I/ We undertake, if our bid is accepted to commence the Works within **Seven** 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 1(One) month 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 **30** 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 _____
with seal

Signature of bidder

Place _____

Witnesses:

1. Signature:

Name:

Address:

2. Signature:

Name:

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 _____ (herein 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 OTHER PART.

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 AS FOLLOWS:

- 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
Authorized Signatory for the NBIC

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

Authorized Signatory
Nocci Balasore Infrastructure Company

Authorized Signatory
Contractor



In the presence of:

In the presence of:

WITNESS

WITNESS

1) Signature
Name
Address

1) Signature
Name
Address

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



SCHEDULE – F**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.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date:



SCHEDULE – H

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 the Tenderer.

Date:-



SCHEDULE - I

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 the Tenderer.

Date:-



**EVIDENCE OF ACCESS TO
OR
AVAILABILITY OF CREDIT FACILITIES
(CLAUSE 3.3.1.a)**

BANK CERTIFICATE

This is to certify that M/s.is a reputed company with a good financial standing. If the contract for the work, namelyis awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract during the contract period.

.....

(Signature with Seal)

Name of Bank:

Senior Bank Manager:

Address of the Bank:



SCHEDULE OF QUANTITIES

SL NO.	DESCRIPTION	BOQ	UNIT	RATE (RS)	AMOUNT (RS.)
1	Excavation and levelling and dressing of Retaining wall base	143.00	Cum		
2	PLAIN CEMENT CONCRETE (1:4:8) Cement concrete (1:4:8) in foundation and floors using 4 cm (1 1/2") size hard crusher broken ispat Tellings coarse aggregate of approved quality and from approved quarry including lowering, laying concrete, watering and curing etc. complete to required levels including cost, conveyance, royalties and taxes of materials and cost of all labour with T & P required for the work complete as directed by the Engineer-in-Charge.	35.75	Cum		
3	REINFORCED CEMENT CONCRETE (RCC) Providing, lifting, hoisting and laying Reinforced cement concrete of M-20 Grade in raft footing,retaining wall with 12mm to 20mm size black hard ispat telling chips of approved quality from approved quarry including mixing & and compacting to proper shape and size, level and plumbs and finishing the exposed surfaces smooth, scaffolding, watering and curing for the required period including cost of all materials with taxes, royalties transportation, loading and unloading, all labour, sundries, T&P including hire & running charges of concrete mixer and vibrator etc completed as per direction of the Engineer-in-charge but excluding the cost of materials and labour for				



SL NO.	DESCRIPTION	BOQ	UNIT	RATE (RS)	AMOUNT (RS.)
	reinforcement bars , centering and shuttering for the work				
a	Foundation(Raft)	143.000	Cum		
b	Wall & Slab	161.240	Cum		
4	REINFORCEMENT Providing, fixing TOR Fe-500 reinforcement bars for RCC work of required diameter of approved quality with straightening, cutting, bending, binding welding and joining (if necessary) and tying the grills and placing in position as required for R.C.C. work and providing fan hooks, hoisting, lowering and laying including cost, conveyance and taxes of M.S. Rods 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 heights as per the specification & direction of E-I-C. (Linear measurements will be taken & quantity will be calculated on standard weight. Weight of binding wire will not be considered for measurement.)	14.500	MT		

(**only)**

Contractors Quotation in percentageLess / Excess

(in words)

