

PANCHAYAT SAMITI, NUAPADA DIST: NUAPADA

BID IDENTIFICATION No: PS, NPD / 02/ 2020-21

No. 1127-11 DEV/ Dated. 18/03/2021

The Block Development Officer, Nuapada on behalf of Governor of Odisha invites Percentage Rate bids in single cover system for the construction of works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (five) registered with the State Governments and Contractors of equivalent Grades / Class Registered with Central Government / MES / Railways, to be eventually drawn up in PWD P1 Agreement form, for execution of Building/ Road Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under state government has to register under the state PWD in appropriate class of eligibility before signing of the agreement. The bidders may submit bids for the following work.

Sl. No	Name of the Work	Approximate value of work (Rs.in lakh)	Period of Completion	Class of Contractor	EMD @1%	Cost of bid documents (Non-refundable) including GST)
1	2	3	4	5	6	7
1.	Construction of Krida Bikash Kendra at Mini Stadium, Nuapada	7,75,876	4 months	C & D	7759/-	4720.00

1. The Bid documents will also be available in the district website <http://nuapada.nic.in> from 20.03.2021.
2. Bids must be accompanied with E.M.D. in shape of N.S.C./P.O.T.D / Post Office Savings Pass Book / Deposit receipt of any Scheduled Bank (Valid minimum one year from the date of receipt) duly pledged in favour of Block Development Officer, Nuapada.
N.B:- E.M.D. in shape of Cash / Pay Orders or Bankers Cheques / Bank Draft is not acceptable.
3. The sale of the Bid document shall start from Dt 20.03.2021 and close on Dt 30.03.2021 at 1.30 P.M. in the office of the undersigned. Bids shall be received by this office up to 5.00 PM on date 30.03.2021 through Registered Post / Speed Post only. The authority will not be held responsible for any Postal delay in delivering of the Bid documents or non-receipt of the same.
4. The Bid will be opened on Dt 31.03.2021 at 11.30 A.M. in the office of the undersigned in the presence of the bidders or their authorized representative.
5. Bid documents can be purchased from this office on payment of the tender cost in shape of cash or DD drawn in favour of Block Development Officer, Nuapada payable at SBI Nuapada. This is non-refundable.
6. Bidders shall submit original affidavit regarding authenticity of their documents and E.M.D along with their bids. Bids shall be accompanied with attested true copy of valid registration certificate, valid GST/VAT clearance certificate and PAN card.
7. The affidavit should clearly speak regarding the name of work for which the tender is submitted. One should mention clearly in the affidavit to avail price preference in case of SC/ST category if any.
8. Engineer Contractor seeking exemption of E.M.D. is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year.
9. Additional performance security shall be deposited by the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as APS in shape of Demand Draft / Term Deposit Receipt pledged in favour of Block Development Officer, Nuapada.
10. Other details can be seen from DTCN.
11. If stipulation arises, tender will be decided through a transparent lottery system on 31.03.2021 at 1.00 P.M.
12. The authority reserves right to reject any or all the bids without assigning any reason thereof.

Block Development Officer
Nuapada

Memo No. 1128 // Dev//P.S, NPD/ Dated. 18/03/2021.

Copy along with soft copy of the notice submitted to the D.I.O., NIC, Nuapada with a request to display the Tender call Notice and Tender document in the district website.

Encl:-Soft copy 1 no.

Memo No. 1129/ Dev/P.S, NPD/ Dated. 18/03/2021

Copy submitted to the Collector, Nuapada for favour of kind information.

Copy submitted to the Project Director, DRDA, Nuapada for favour of kind information.


18.3.2021
Block Development Officer
Nuapada



GOVERNMENT OF ODISHA

PANCHAYATI RAJ & DRINKING WATER DEPARTMENT

DETAILED TENDER CALL NOTICE
BUILDING WORKS (CIVIL PORTION)

NAME OF WORK TENDERED FOR: _____

ON CASH PAYMENT OF RUPEES _____

VIDE RECEIPT No. _____ DATED _____

REGISTRATION OF LICENCE VALID UPTO _____

VIDE No _____

DATE _____ OF _____

SECTION OFFICER,
NUAPADA BLOCK

BLOCK DEVELOPMENT OFFICER
NUAPADA

PANCHAYAT SAMITI, NUAPADA DIST: NUAPADA

BID IDENTIFICATION No: PS, NPD / 02/ 2020-21

No..... // DEV/ Dated.....

The **Block Development Officer, Nuapada** on behalf of Governor of Odisha invites **Percentage Rate** bids in single cover system for the construction of works as detailed in the table, from the class of eligible contractors as mentioned in column-5 (five) registered with the State Governments and Contractors of equivalent Grades / Class Registered with Central Government / MES / Railways, to be eventually drawn up in PWD P1 Agreement form, for execution of Building/ Road Works. The proof of registration from the appropriate authority shall be enclosed along with the Bid. If successful, the bidder who has not registered under state government has to register under the state PWD in appropriate class of eligibility before signing of the agreement. The bidders may submit bids for the following work.

Sl. No	Name of the Work	Approximate value of work (Rs.in lakh)	Period of Completion	Class of Contractor	EMD @1%	Cost of bid documents (Non-refundable)
1	2	3	4	5	6	7
1.	Construction of Krida Bikash Kendra at Mini Stadium, Nuapada	7,75,876	2 months	C & D	7759.00	4000.00

1. The Bid documents will also be available in the district website <http://nuapada.nic.in> from **20.03.2021**.
2. Bids must be accompanied with E.M.D. in shape of N.S.C./P.O.T.D / Post Office Savings Pass Book / Deposit receipt of any Scheduled Bank (Valid minimum one year from the date of receipt) duly pledged in favour of **Block Development Officer, Nuapada**.
N.B:- E.M.D. in shape of Cash / Pay Orders or Bankers Cheques / Bank Draft is not acceptable.
3. The sale of the Bid document shall start from **Dt 20.03.2021** and close on **Dt 30.03.2021 at 1.30 P.M.** in the office of the undersigned. Bids shall be received by this office up to **5.00 PM** on date **30.03.2021** through Registered Post / Speed Post only. The authority will not be held responsible for any Postal delay in delivering of the Bid documents or non-receipt of the same.
4. The Bid will be opened on **Dt .31.03.2021 at 11.30 A.M.** in the office of the undersigned in the presence of the bidders or their authorized representative.
5. Bid documents can be purchased from this office on payment of the tender cost in shape of cash or DD drawn in favour of **Block Development Officer, Nuapada** payable at SBI Nuapada . **This is non-refundable.**
6. Bidders shall submit original affidavit regarding authenticity of their documents and E.M.D along with their bids. Bids shall be accompanied with attested true copy of valid registration certificate, valid GST/VAT clearance certificate and PAN card.
7. The affidavit should clearly speak regarding the name of work for which the tender is submitted. One should mention clearly in the affidavit to avail price preference in case of SC/ST category if any.
8. Engineer Contractor seeking exemption of E.M.D. is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year.
9. **Additional performance security shall be deposited by the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as APS in shape of Demand Draft / Term Deposit Receipt pledged in favour of Block Development Officer, Nuapada.**
10. Other details can be seen from DTCN.
11. If stipulation arises, tender will be decided through a transparent lottery system on **31.03.21 at 1.00 P.M.**
12. The authority reserves right to reject any or all the bids without assigning any reason thereof.

**Block Development Officer
Nuapada**

Memo No. // Dev//P.S, NPD/ Dated.....

Copy along with soft copy of the notice submitted to the D.I.O., NIC, Nuapada with a request to display the Tender call Notice and Tender document in the district website.

Encl:-Soft copy 1 no.

Copy to Notice Board of Panchayat Samiti office for wide circulation.

**Block Development Officer
Nuapada**

Memo No..... // Dev/P.S, NPD/ Dated.....

Copy submitted to the Collector, Nuapada for favour of kind information.

Copy submitted to the Project Director, DRDA, Nuapada for favour of kind information.

**Block Development Officer
Nuapada**

Amendment of Codal / Contractual provisions of Works Department vide Office Memorandum No 12366 dt 8.11.2013

a) Amendment to Para 3.5.14 Note-I of OPWD Code, Vol-I by inclusion

Note- I- If L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. In that case, the L2 bidder, if fulfils, other required criteria would be called for drawing agreement for execution of work subject to the condition that L2 bidder negotiates at par with the rate quoted by the L1 bidder otherwise the tender will be cancelled. In case a contractor is blacklisted, it will be widely publicized and intimated to all departments of Government and also to Govt. of India agencies working in the State.

b) Amendment to Appendix-IX, Clause-36 of OPWD Code, Vol-II by inclusion.

Clause No-36- If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, the concerned Executive Engineer and DAO will remain present.

c) Amendment to Para – 3.2.8 Notes-II of OPWD Code, Vol-I by inclusion.

Note-II- In case of tender accepted below schedule of rate, the tender amount excluding centages shall be treated as sanctioned amount and allotment will be limited to that extent. Any deviation in scope of work affecting the agreement amount in such an agreement will be governed by the relevant provisions of OPWD Codes.

d) Amendment to Para – 3.5.18 Note-VIII of OPWD Code, Vol-I

Note-VIII- Before acceptance of tender, the successful bidder will be required to submit a work programme and milestone basing on the financial achievement so as to complete the work within the time and in case of failure on the part of the agency to achieve the milestone liquidated damage will be imposed.

Amendment of Codal / Contractual provisions of Works Department vide Office Memorandum No 5288 dt 4.05.2016

1) (A) Amendment to Para 3.5.5 (V) of Note-II of OPWD Code, Vol-I by modification

Note- (II)- Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of the Divisional Officer in the sealed envelope along with the price bid at the time of submission of bids.

2) (B) Amendment to Para 3.5.5 (V) of Note-III of OPWD Code, Vol-I by modification

Note- (III)- For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Executive Engineer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concern Superintending, Chief Engineer & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale;

Before 30% of contract period = 5% of Contract value

Before 20 to 30% of contract period = 4% of Contract value

Before 10 to 20% of contract period = 3% of Contract value

Before 5 to 10% of contract period = 2% of Contract value

Before 5% of contract period = 1% of Contract value

Contractor

Block Development Officer, Nuapada

DETAILED TENDER CALL NOTICE

1. The Bid documents can be purchased from Panchayat Samiti office on payment of amount mentioned in column No 7 by cash.
2. The bid is to be submitted in single cover.
 - i. Cover is to contain EMD @ 1% of Estimated Cost, scanned copy of registration certificate, PAN card, valid GST/VAT clearance certificate, undertaking/certificates duly filled, affidavit, No relation certificate and documents required as per the relevant clauses of this DTCN.
 - ii. The Bid Documents shall have to be submitted in a sealed cover for each work and he should mention "TENDER FOR PANCHAYAT SAMITI WORK", 'NOT TO BE OPENED'.
 - iii. The Serial number of work in the TCN and name of the work should be written on the top of the sealed cover.
3. The intending bidders are required to produce documents viz original Registration, valid VAT clearance Certificate, PAN card on the date/within three days of opening of Bid for verification purpose in the latter stage along with the original documents relating to ownership and hiring of plants and machineries mentioned at **Annexure-I**, preferably within three working days from the date of opening of the tender. Furnishing scanned copy of such documents along with the Bid is mandatory otherwise his/ her bid shall be declared as non responsive and thus liable for rejection.
4. Engineer Contractors desirous to avail the facility of exemption of EMD is required to submit an affidavit to the effect that he has not yet availed the facility for more than two works during the current financial year. The name of work and the authority to which the tender is being submitted must be mentioned in the affidavit failing, which the tender will be rejected. The original license of the contractor is required to be produced at the time of opening of the tender, failing which the tender will be rejected.
5. The defaulting contractor in the agency will be liable for rejection.
6. The contractor will be drawn in P.W.D. **P-1** contract form for civil items of works.

The contract shall be drawn & signed by **Block Development Officer** of respective blocks on behalf of the Governor of Odisha.
7. If an individual makes the application, the individual should sign above his full type written name and current address.
8. No tenderers will be permitted to furnish their tender in their own manuscript papers. No letter should accompany the tender.
9. 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.
10. The work is to be completed in all respects within the stipulated period as per column 4 of TCN from the date of issue of work order. Tenderers whose tender is accepted must submit a programme of work immediately after issue of work order for approval of Engineer-in-Charge.
11. All tenders received will remain valid for a period of 90 days from the last date prescribed for receipt of tenders and validity of tenders can also be extended if agreed by the tenderers and the Department.
12. The tenders 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 Odisha, 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.

Contractor

Block Development Officer, Nuapada

13. 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 Engineer-in-Charge as and when required.
14. 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 authorised subordinates. After acceptance of the contract rate Government 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.
15. The bid must be accompanied by security (EMD) of the amount @ 1% (One percent) of the estimated cost put to tender rounded to nearest hundred rupees along with tender in the form of Deposit receipt of ***Schedule Bank / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account*** duly pledged in favour of the **Block Development Officer, Nuapada** and payable at **Nuapada** as per the terms and conditions laid down in OGFR and in no other form. Bidder's desirous to higher machineries or equipments from out side the state or owned but deployed outside the state are required to furnish additional one (1) percent EMD / Bid Security. Tenders not accompanied with E.M.D. as specified above will not be considered. No adjustment of E.M.D. from one work to another will be entertained.
(N.B.: -Bank Draft / Pay orders or Bankers cheque from any Nationalised banks in favour of Block Development Officer, Nuapada shall not be considered as E.M.D)
16. The tender should be accompanied with the Scanned copies of the valid Registration certificate, valid VAT clearance certificate and PAN card which are mandatory and the original certificates are to be produced within three (3) days of opening of Cover of the tender before Block Development Officer, Nuapada for verification, otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
17. 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.
18. The department reserves the right of authority to reject any or all tenders received without assigning any reason whatsoever.
19. The earnest money will be retained in the case of successful tenderers and will be dealt with as per terms and condition of O.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 Department will carry no interest.

Contractor

Block Development Officer, Nuapada

20. The Engineer-in-charge 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 Engineer-in-charge 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 / Kissan Vikash Patra / Post Office Savings Bank Account/National Savings Certificate / Post Office Time Deposit Account duly pledged in favour of the **Block Development Officer, Nuapada** 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 (excluding 1% deposited towards hiring of equipments / machineries from outside the state if any) and sign the agreement in the P.W.D.form No. **P-1 (Schedule XLV No. 61)** for the fulfillment of the contract in the office of the **Block Development Officer, Nuapada** and payable at **Nuapada** or as directed. The security deposit together with the earnest money and the amount withheld according to the provision of **P-1** 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/Engineer-in Charge and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance. The successful bidder will sign the agreement and deliver it to the Engineer-in Charge. 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 thereto & required amount of performance security including additional performance security.
 - b) **Standard P.W.D. Form P-1 with latest amendments.** 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.
- As concurred by Law Department & Finance Department In their U.O.R. No 848, dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.
21. The contractor should be liable to fully indemnify the Department 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.
 22. 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.
 23. 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 sale tax / VAT 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 Govt. for temporary occupation of land owned by govt. 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 Engineer-in-Charge 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.

Contractor

Block Development Officer, Nuapada

- b) Royalty will be recovered from each bill as notified by Govt. from time to time unless K Forms are enclosed. Refund of royalty at later date after passing of the bills cannot be entertained as the recovery of royalty is being credited to revenue.
 - c) 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.
 - d) 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.
 - f) 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.
 - g) Suitable fencing barriers, signals including paraffin and electric signals where necessary at work and approaches in order to protect the public and employees from accident has to be provided by the Contractor at his own cost.
 - h) 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.
 - i) The contractor has to arrange adequate lighting arrangements for the work wherever necessary at his own cost.
24. 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.
25. 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.
26. 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.
27. 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 concerned Executive Engineer or transfer be made by the power of attorney authorising others to receive payment on contractors behalf.
28. 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 all the offices issuing the documents and office of the under signed during office hours every day except on Sundays and Public Holidays till last date of sale 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.

Contractor

Block Development Officer, Nuapada

29 **No Relation certificate.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant/Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable of make good to damages the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

30 Payment for variation in price amendment issued vide Works Deptt. Lr. No. 12606 / dated 24.12.2012.

31. Contract Price shall be adjusted for increase or decrease in rates and price of labour Cement Steel Bitumen, Pipes, POL & other Material component in accordance with the following principles and procedures as per formula given below.

32(a) (i) REIMBURSEMENT / RECOVERY DUE TO VARIATION IN PRICES OF MATERIALS OTHER THAN (STEEL, CEMENT, BITUMEN, PIPES & P.O.L).

If during the progress of the work the price of any materials (Excluding the cost of steel cement, bitumen & P.O.L) incorporated in the work (not being materials supplied from the Engineer – in – Charge's Store) in accordance with Clause there of increases or decreases as a result of increase or decrease in the Average wholesale Price index (all commodities). And the contractor there upon necessarily and properly pays in respect of that materials incorporated in the work such increased or decreased price, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between the Average Wholesale price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the bid was received (last date of receipt) as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him. If penalty is levied for delayed completion of the work, the contractor shall not be eligible to get price escalation on the above materials on the value of works executed during the extended period.

This clause will be applicable to the contracts where original stipulated period of completion is more than 18 months.

In the situation where the period of completion is initially stipulated in the agreement as less than 18(eighteen) months but subsequently the completion period has been validly extended on ground that the delay in completion is not attributable to the contractor and in the result the total period including the extended period stands more than 18(eighteen) months or more, price escalation for other materials is admissible only for the remaining period excluding 18(eighteen) months there from.

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

Price adjustment for increase or decrease in cost of material other than cement, steel, bitumen, pipes and POL procured by the contractor shall be paid in accordance with the following formula:

$$Vm = 0.85 \times Pm / 100 \times R \times (Mi - Mo)/Mo$$

Vm = Increase or decrease in the cost of work during the quarter under Consideration

R = Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule or rate / derived rates.

MO = The all India wholesale price index (all commodities) prevailed during the quarter last day of receipt of bids was published by the Economic Adviser to Government of India, Ministry of Industry and commerce, New Delhi.

Mi = The all India Wholesale Price Index (all Commodities) for the quarter under consideration as published by Economic Adviser, Government of India, Ministry of Industry and commerce, New Delhi. In respect of the justified period extended for completion of the work, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered.

Pm = Percentage of materials component (Other than cement steel bitumen, pipes and POL of the work as indicated in clause – 31 (d) below.

Contractor

Block Development Officer, Nuapada

32 (a)(ii)

REIMBURSEMENT / RECOVERY OF DIFFERENTIAL COST DUE TO VARIATION IN PRICES OF PRINCIPAL MATERIALS (STEEL, CEMENT, BITUMEN AND PIPES NOT ISSUED BY DEPARTMENT) AFTER SUBMISSION OF TENDER:

If after submission of the Tender, the prices of Steel, Cement, Bitumen and Pipes (not being supplied by the Department) increases / decreases beyond the price(s) prevailing at the time of the last date of submission of tenders including extension for the work, the contractor shall be eligible to get differential cost due to such hike on the value of works executed during the stipulated period and during the extended period when the reason of delay in completion of the work is not attributable to the Contractor. If penalty is levied for delayed completion of the work the contractor shall not be eligible to get price variation on the above materials on the value of works executed during the extended period.

Reimbursement in case of differential cost due to increase in prices of cement, steel, bitumen and pipes are to be made by the Executive Engineer with prior approval tender accepting authority subject to following conditions:

1. Contractors have to submit the Vouchers showing procurement of different materials from authorized dealers for the said work.
2. Differential cost will be allowed only for the works which are progressed as per the approved work programme / revised work programme duly approved by the Engineer – in – Charge.

Recovery in case of decrease in prices of cement, steel, bitumen & Pipes shall be made by concerned Executive Engineer from the Contractor immediately.

The increase / decrease in price of cement, steel, Bitumen and pipes for reimbursement / Recovery shall be determined as follow.

a) Adjustment towards differential cost of cement:

$V_c = (C_i - C_o) / C_o \times \text{Actual Quality of cement utilized in the work during the quarter under consideration} \times \text{base price of cement as prevailing on the last stipulated date of receipt of tender including extension, if any.}$

$V_c =$ Differential cost of cement i.e. amount of increase or decrease in rupees to be paid or recovered.

$C_i =$ All India wholesale price index for cement for the quarter under consideration as published by Economic Adviser Government of India Ministry of Industry and commerce New Delhi.

$C_o =$ All India wholesale price Index (as published by Economic Adviser, Government of India Ministry of Industry and comer, New Delhi) for cement as prevailing on the last stipulated date of receipt of tender.

b) Adjustment towards differential cost of steel.

$V_s = (S_i - S_o) \times \text{Actual quantity of Steel utilized in the work during the quarter under consideration.}$

$V_s =$ Differential cost of Steel i.e. amount of increase or decrease in rupees to be paid or recovered.

$S_i =$ Cost of the Steel as prevailed during the period under consideration as fixed by steel authority of India.

$S_o =$ Base price of Steel prevailing as on the last date of submission of Tender including extension, if any.

c) Adjustment towards differential cost of Bitumen.

$V_b = (B_i - B_o) \times \text{Actual quantity of Bitumen utilized in the work during the quarter under consideration.}$

$V_b =$ Different cost of Bitumen i.e. amount of increase or decrease in Rupees to be paid or recovered.

$B_i =$ Average cost of Bitumen prevailed during the period under consideration as fixed by IOCL / BPCL / HPCL.

$B_o =$ Base price of bitumen as prevailing during the last stipulated date of receipt of tender including extension, if any.

Contractor

Block Development Officer, Nuapada

d) Adjustment towards differential cost of pipes.

- $V = 0.85 \times P_p / 100 \times R(P_i - P_o) / P_o$
- Vp= Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the quarter under consideration.
- Pp= Percentage of pipe component of the work as indicated in the clause 31 (d).
- R= Value of work done during the quarter under consideration excluding the value of work executed under extra items, if any at prevailing schedule of rates of derived rate.
- Pi= All India Wholesale price Index for the period under consideration as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi for the type of pipe under consideration.
- Po= All India Wholesale price Index (as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi) as on the last stipulated date of receipt of Tender including extension, if any for the type of pipe under consideration.

32(b) REIMBURSEMENT / REFUND DUE TO STATUTORY RISE IN COST OF MINIMUM WAGES BY GOVERNMENT:

In after submission of the tender the wages of labour increases or decreases as a direct result of the coming into force of any fresh law, or statutory rule or order beyond the wages prevailing at the time of the last date of submission of tenders including extensions the contractor shall be eligible to get escalation due to such hike on the value of works executed during the stipulated period and during the validly extended period when the delay in completion is not attributable to the Contractor, if penalty is levied for delayed completion of the work, the contractor shall not be eligible to get escalation on labour on the value of works executed the extended period.

The Contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such wages of labour give notice thereof to the Engineer – in – Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply. Engineer – in – Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages and actual payment thereof for this purpose the labour component of the work executed during period under consideration shall be the percentage (as specified in table below) of the value of work done during that period and the increase / decrease in labour shall be considered on the cost of minimum daily wages of any unskilled labour, fixed by the Government of Odisha under Minimum wages act.

The compensation for escalation for labour shall be worked out as per the formula given below:

- $V_i = 0.85 \times P_i / 100 \times R \times (L_i - L_o) / L_o$
- Vi= Increase or decrease in the cost of work during the quarter under consideration due to changes in rates of minimum wages.
- R= Value of work done during the quarter under consideration excluding the work executed under extra items if any at prevailing schedule of rare / derived rates.
- Lo= The minimum wages for labour as notified by State Government & as prevailed on the last stipulated date of receipt of tender including extension, if any.
- Li= The minimum wages for labour as notified by State government & as prevailed on the last date of the quarter previous to the one under consideration. In respect of the justified period extended the minimum wage prevailing on the last date of quarter previous to the quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered).
- Pi= Percentage of labour component of the work as indicated in the clause 31 (d).

32(c) Reimbursement / Refund due to variation in prices of P.O.L:

Similarly, if during the progress of work the prices of Diesel Petrol, Oil and Lubricants increase or decreases as a result of the price fixed thereof by the Government of India and the Contractor thereupon necessarily and properly pays such increased or decreased price towards Diesel, Petrol, Oil and Lubricants used in the execution of the work, then he shall be entitled to reimbursement or liable to refund, quarterly as the case may be such an amount as shall be equivalent to the plus or minus difference of 85% in between

Contractor

Block Development Officer, Nuapada

the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter of last date of receipt of bids as per the formula indicated below provided that the work has been carried out within the stipulated time or extension thereof as are not attributable to him if penalty is levied for delayed completion of the work the contractor shall not be eligible to get price escalation on P.O.L. on the value of works executed during the extended per.

Formula to calculate the increase or decrease in the price of P.O.L.

$$V_f = 0.85 \times P_i / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost or work during the quarter under consideration due to changes in rates for P.O.L.

P_f = Percentage of P.O.L. component of the work, as indicated in Clause – 31(d) below.

R = Value of work done during the quarter consideration excluding the work executed under extra items if any at prevailing schedule of rate / derived rates.

F_i = All India wholesale price index for Fuel, Oil & Lubricant (High Speed Diesel) for the quarter under consideration as published by Economic Advisor, Government of India, Ministry of Industry and Commerce, New Delhi. In respect of the justified period extended the rates prevailing at the time of stipulated date of completion or the prevailing rates of the period under consideration whichever is less shall be considered.

F_o = All India wholesale Price Index for Fuel, Oil & Lubricant (High Speed Diesel) as prevailing on the last stipulated date of receipt of tender including extension, if any.

32(d) the following percentages will govern the price adjustment for the entire contract for different types of works as applicable given in the following table:

PERCENTAGE TABLE

Sl No.	Category of Works		% Component (Cost wise)		
			Labour (pi)	POL (Pf)	Steel + Cement + Bitumen + other materials
1	R&B works (% of component)	Road Works	5	5	90
		Bridge works	25	5	70
		Building Works	25	-	70
2	Irrigation works (% of component)	Structural work	20	5	75
		Earth, Canal & Embankment work	25	10	65
3	P.H. Woks	Structural Work	25	5	70
		Pipeline Work	5	-	Pipe – 70 % * Other Materials – 25 %
		Sewer Line	10	-	Pipe – 70 % * Other Materials – 20 %

***Note:** - Further break up may be worked out considering the consumption of Cement, Steel, Bitumen and pipe in the concerned works for the period under consideration.

32(e) APPLICATION OF ESCALATION CLAUSE:

(i) The contractor shall for the purpose of availing reimbursement / refund of differential cost of steel, bitumen, cement, pipe, POL and wages keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the

Contractor

Block Development Officer, Nuapada

request of the Engineer – in – Charge, furnish documents to be verified in such a manner as the Engineer – in – Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material wages of labour and / or price of P.O.L give notice thereof to the Engineer – in – charge stating that the same is given pursuant to this condition along with information relating thereto which he may be in a position to supply.

- (ii) The compensation for Escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the months after the month (excluding the month in which tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months depending on the actual date of completion.

33. If any advance / Secured advance is granted by the Department the same will bear interest at the rate of 18% P.A.
34. All items of work as per schedule of quantities of this tender should confirm to Odisha 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.
35. 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.
36. Form work including complete false work shall be designed by the Contractor without any extra cost to employer and the Department 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.
37. Cement shall be used by bags and weight of one bag of Cement should be 50 (fifty) Kg. net & the Engineer-in-Charge or his representative shall have the right to test the weight & quality from time to time.
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 Department. The department 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. and Electrical works and take care of the safety of workers.
42. The machineries if available, with the department may be supplied on hire as per charges noted in the enclosed statement and may be changed from time to time subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.

Contractor

Block Development Officer, Nuapada

43. No claim whatsoever will be entertained for supply of machineries. No extension of time will be granted to the contractor under this ground under any circumstances
44. The tenders should furnish along with their tender a list of works executed during the last three years duly certified by the concerned Engineer-in-charge indicating the satisfactory completion for Civil, P.H. & Electrical works as per the proforma enclosed in a separate sheet of schedule-H.
45. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification. The tenderer is to furnish an **affidavit** at the time of submission of tender paper about the authentication of tender documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non-furnishing** of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document may be **rejected**.
46. **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 of responsible officer of the rank not lower than that of an Assistant Engineer or sub-Divisional Officer. 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 Research Laboratory at Bhubaneswar, Quality control Division, Cuttack and Zonal laboratories*. Cost of testing of all specimens and samples will be borne by the Contractor.
47. 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.
48. The contractor shall employ one or more Engineering Graduate or Diploma holders as apprentice at his cost if the work as shown in the tender exceeds Rs. 2, 50,000.00. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date, when 90% of the work is completed. The fair wage to be paid to the apprentices should not be less than the emolument of personnel of equivalent qualification employed under Government. The number of apprentices to be employed should be fixed by the Chief Engineer in the manner so that the total expenditure does not exceed one percent of the tendered cost of the work.
49. List of tool & plants in running condition in possession of contractor is to be furnished before drawing Agreement.
50. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
51. 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

Contractor

Block Development Officer,Nuapada

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, Octroi 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 Government 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.

52. 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.
53. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is **One Lakh and above**.
54. 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.
55. No extra payment will be made for removing spreading and consolidating salvaged metals and materials.
56. 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.
57. **(A) Performance Security:** Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidders who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of the **Block Development Officer, Nuapada** in the sealed envelope along with the price bid at the time of submission of bids.
- 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.
58. **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 concerned Executive Engineer.
59. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Odisha. Special class contractor shall employ under him one graduate Engineer and two Diploma Holders belonging to the state of Odisha. Like wise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Odisha. The contractor shall pay to the Engineering personnel monthly emoluments, which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Odisha. The Engineer-in Chief (Civil), Odisha may however assist the contractor with names of such unemployed Graduate engineers and Diploma Holders if such help is sought for by the contractor. The names of such Engineering personnel appointed by the Contractors should be intimated to the tender receiving authority along with the tender as to who would be supervising the work. Each bill of the Super Class, Special Class or 'A' Class Contractor shall be accompanied by an employment Roll of the Engineering personnel together with a Certificate of the Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide Works Department No. Codes M-22/91-15384 dated 9.7.91). The required certificate is to be furnished in the proforma contained vide table 1.4 of Qualification Information of Section-2.

Contractor

Block Development Officer,
Nuapada

60. An engineering personnel of the executing agency should be present at work site at the time of visit of High level Inspecting officers in the rank of Chief Engineer and above.
61. All reinforced cement work should confirm to Odisha Detailed specification and should be of proportion as per Contract Agreement having desired compressive strength (in work test) in 15 Cm cubes at 28 days, after mixing and test conducted in accordance with IS 456 and IS 516.
62. 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.
63. 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.
64. The Contractor will have to submit to the **Asst. Executive Engineer, Nuapada Block** monthly return of labour both skilled and unskilled employed by him on the work.
65. All fittings for doors and windows P.H. & Electrical works as supplied by the Contractor should be of best quality and conform to relevant I.S. specification and should be got approved by the Engineer-in-charge of the respective wing before they are used on the work.
66. 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.
67. 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.
68. All reinforced cement concrete works should be finished smooth Extra charges for plastering if required to any R.C.C. structures like roof slab, Columns, Chajjas, fins, parapets, shelves etc. shall not be paid.
69. The tenderer may at his option quote reasonable rate for each item of work carefully so that the rate for one item should not be unworkable low and for others too high.
70. The contractor has to arrange the samples of materials required for execution to be got tested and approved by the Department before taking up the work and during course of execution required from time to time. All such samples will be tested at, R&B Department; Control and Research Laboratory Bhubaneswar, Quality control division Cuttack and Lower Indra Project Laboratories Khariar at the cost of the Contractor with no extra cost to the Department.
71. 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 Department. No claims, whatsoever, in this regard will be entertained.
72. The Fly Ash / C.B. bricks should be 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.
73. 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

Contractor

Block Development Officer,
Nuapada

74. Standard co-efficient for linear measurement will be adopted while calculating consumption of steel and no claim whatsoever regarding difference in co-efficient of steel will be entertained. The rates quoted shall be inclusive of any eventuality of difference for co-efficient for linear measurements.
75. Engineer Contractor desirous to avail the facility of exemption of E.M.D is required to submit an affidavit to the effect that he has not yet availed the facility / participated in the tender for more than two works (Excluding this work) during the current financial year. The name of work for which participated and the authority to which the tender was submitted must be mentioned in the affidavit, failing which the tender will be rejected.
76. 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 within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
77. **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.
78. In case of ambiguity between clauses of this D.T.C.N. and the **P-1** contract form, the relevant Clauses of the **P-1** contract form shall prevail over the D.T.C.N. The clauses not covered under **P-1** contract form shall be governed by the clauses of the D.T.C.N.
79. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.
80. Schedule of quantities is accompanied in Price Bid. It shall be definitely understood that the Government 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.
81. 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, the Executive Engineer 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 Executive Engineer is final and binding on the contractor.
82. The contractor should arrange the materials like Steel, Cement, paint and bitumen etc. 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.
83. The bidder will be responsible for the loss or damage of any departmental 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.

Contractor

Block Development Officer,
Nuapada

84. If the contractor removes Government 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.
85. The selected contractor may take delivery of departmental supply according to his need for the work issued by the **Engineer- in-charge** 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 Department. The Department 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 of P2 agreement.
86. The Department 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 or rates fixed by the Department or current market rate whichever is higher.
87. All the materials which are to be supplied from department 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 P.W.D. store, the materials may be under the custody of the contractor and the contractor will be responsible for its safety and storage. Cut pieces of steel more than one metre in length will be returned by the contractor at the issuing stores without conveyance charges.
88. Though Departmental issue of cement and steel has indicated, it may not be taken as binding. The contractor must have to arrange by themselves cement, steel, bitumen and every sort of materials from approved manufacturer, get it tested in the Departmental Laboratory and approved by the Department before use. No extension of time or escalation of price on such account shall be entertained in future.
89. TOR rods, plates and structural members will be supplied in quantity, length and size available in the stock. 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).
90. **Odisha Bridge & Construction Corporation** Ltd. will be allowed price preference up to 3% over the lowest quotation or tender as laid down in Works and Transport Department Resolution No-285 date-17.04.1974. **The Odisha Construction Corporation** will be allowed a price preference to the extent of up to 3% over the lowest tender amount (Where their tender is not the lowest) provided they express willingness to execute the work after reduction of rates by negotiation.
91. The contractor is required to pay royalty to Govt. as fixed from time of time and produce such documents in support of their payment to the concerned Executive Engineer with their bills, falling which the amount towards royalties of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
92. **Trial Boring** - The foundation level as indicated in the body of the departmental drawing is purely tentative and for the general guidance only. The Department has no responsibility for the suitability of actual strata at the foundation level. The contractor has to conduct his own boring before starting the work and get the samples tested at his own cost to ascertain the S.B.C. and credibility of the strata at founding level while quoting his rates for tender the contractor shall take in to account of the above aspects.

Contractor

Block Development Officer, Nuapada

93. 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 Department 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.
94. 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 Govt. of Odisha 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.
95. **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.
96. Where it will be found necessary by the Department, the Officer-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 P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorised 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 Department. The order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Executive Engineer) and to be submitted to the Engineer-in charge every month.
97. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.
98. 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.
99. 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.
100. 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.
101. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. 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 16th 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 P.W.D. 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 Department which ever is earlier for record.

Contractor

Block Development Officer, Nuapada

102. 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.
103. Even qualified criteria are met; the bidders can be disqualified for the following reasons, if enquired by the Department
- (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.
104. 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.
105. 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 bidder
3	Conditions of contract
4	Contract data
5	Specifications
6	Drawings

106. **Condition for issue of plant & machinery to contractor on hire:** - Tools & plants will be issued to the contractor only if it is desirable in the interest of Govt. works and if these can be spared without inconvenience to the Department. The Sanction of the Chief Engineer shall be necessary in each case. The contractor shall arrange his programme of work according to the availability of the plant & machinery & no claim will be entertained for any delay in supply by the Department.

An agreement shall be entered in to by the contractor to the effect that these hire charges are recoverable from the bills of the contractor regularly and the final payment for the work including refund of security deposit will not be made until the total amount due to the Government on account of hire of machinery etc. is recoverable in full. Full amount of hire charges due from the contractor at any contract at any time shall be recovered from his next subsequent bill. All transit and incidental charges in connection with the despatch of tools and plants and machineries from workshop shed/ deposit return there to, will be borne by the contractor. The hire charge shall be recovered at the prescribed rates from and inclusive of the date, the plant and machinery is made over up to and inclusive of the date of its return, even though the same day it may not have been utilised for any reason except for a major break down which may take more than 72 hours for repairs. The contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery goes out of order requiring major repairs. The hire charges are for clock hours. In case of tar boilers, hot mix plant and any other machinery requiring similar preparation the working hour will include the time required to make up the boiler temperature and bring plant to the operating conditions before the actual start of work. The machine will work in shifts of 8 hours each. Extra charges towards overtime wages of any of the operating and maintenance staff will be leviable. These charges will be fixed by the Engineer-in-charge from time to time. In no case, the tools and plants shall be operated beyond 8 hours in any shift without prior written permission of the Engineer-in-charge.

The contractor shall release the plant and machinery as and when required for periodical servicing and maintenance. He shall also provide for any labour and water source for washing the plants. In the case of Concrete mixtures, pavers and similar such type of equipments, the contractor shall arrange to get the hopper

Contractor

Block Development Officer, Nuapada

Cleaned and the drums etc. washed at the close of work each day. The plant and machinery once issued to a contractor shall not be returned by him on account of lack of arrangement of labour and material etc. on his part. The same will be returned only when they do not require or when in the option of Engineer-in-charge the work or a portion of work for which issued is completed.

The tools and plants shall while in transit and in the custody of contractor be at his sole risk and responsibility for damages and / or loss except fair wear and tear. The damage or loss as assessed by Engineer-in-charge shall be made good by the contractor. In the event of a disagreement as to the extent of damage or the value of article lost, the decision of Chief Engineer shall be final. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Govt. against loss or damage to the machine. The Contractor shall also be responsible for any claim for compensation for loss of life, injury or damages to property etc. arising from any cause what-so-ever. The contractor shall provide full time choukidar for guarding the plant and machinery at site.

If the articles are not returned within the date originally specified or extended by the Engineer in charge, in addition to the normal hire charge, a surcharge equal to 10% of the hire charges will be levied for the period that the machinery is not returned. Such period will be treated as working time. In the event of the non-return of the machinery, the full value of the articles at the current market price will be recovered from the contractor's outstanding bills or any bills that may become due in respect of his other work under the state public works Department. The decision of the Chief Engineer shall be final in case of dispute.

FORM OF AGREEMENT – The contractor shall, before taking the possession of the machinery, enter in to an agreement with the Engineer-in-charge or his nominees in the form attached. Log Books for recording the hours of daily works for each of the plant and machinery supplied to the contractor will be maintained by the Department will be attested by the contractor or his authorized agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the logbook, the decision of the Engineer-in-charge shall be final and binding on him. Hire charges will be calculated according to the entries in the logbook and will be binding on the contractor.

AGREEMENT FOR LOANS OF GOVERNMENT TOOLS & PLANTS

This agreement made the Two Thousand between (herein-after referred to as “the hirer” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Govt. of Odisha (here in after referred to as the Governor which expression shall unless excluded by or repugnant to the context include his successors in office as assigns) of the other part. Whereas the hirer desirous of hiring the tools and plants of the P.W. Department of the Odisha Govt. and more particularly specified in the schedule here under between here in after referred to as “the tools and plants”.

And where as Government has agreed to let in hire the tools and plants to the hirer on the terms and conditions here in after mentioned.

Now it is here by and between the parties here to as follows:-

- a) In consideration of agreement that hire charges be recovered from their bill for work executed on which this machinery will be used or any other than standing in the names of contractors in the book of the Department or any other Government Department. The Govt. agrees to let the hirer tools and plants for the period to be computed from the date of delivery of the tools and plant to the hirer at the P.W. Department workshop / store at Nuapada. The rate of higher charges will be as mentioned in the schedule attached.
- c) The hirer shall not transfer, assign or sublet or in any way part with the tools and plants or any part there-of without the previous written approval of the Engineer-in-charge

Contractor

Block Development Officer, Nuapada

- d) On the expiry of the period of the hire, the hirer shall return the tools and plants to the Public Works Department. & Workshop / store at Nuapada in the same good condition in which they were received by him.
- e) In the event of the tools and plants not being returned on the expiry of the above-mentioned period, the hirer shall without prejudice and any other liability pay to the Government on account equivalent to the rate of hire specified for the working period and an increase of ten percent.
- f) The tools and plants shall be open for inspection at all times to the officers of the Government.
- g) The hirer shall not operate the tools and plants so hired for more than one shift / two shifts of 8 hours each per day without the prior sanction of the Engineer-in-charge. If the hirer operates the tools and plants beyond the aforesaid limit without the prior sanction of the Assistant Engineer, he shall pay to Government additional hire charges as well as over time charges for staff for such excess operation at the rate approved by the Engineer-in-charge from time to time.
- h) In case of breakdown, repairable at the site within a period of three days hire charges as specified in the schedule will be levied except in case of major repairs.
- i) Normally the tools and plants will be supplied with operating staff.
- j) The hirer shall be responsible for any claims for compensation for loss of life, injury or damage to property etc. arising due to any causes what-so-ever during the period of the machinery is in his charge.
- k) All municipal or other dues and taxes payable on account of the use or operation of the tools and plants for the period of hire shall be defrayed by the hirer.
- l) The hirer shall make good any loss or damages arising out of causes other than fair wear and tear to the tools and plants during the period of hire. The cost recoverable from the hirer shall be the full replacement value as determined by the Engineer-in-charge. In the event of any loss or damage not being made good by the hirer to the satisfaction of the said Engineer-in-charge the office shall be at liberty to make good himself such loss or damage and recover the cost thereof from the hirer. The hirer shall pay to the Engineer-in-charge such an amount as shall be necessary to make good the loss or damage failing which the same will be recovered from his dues as in case of hire charges.
- m) On the breach of any terms or conditions of this agreement by the hirer the Engineer-in-charge shall be entitled to demand the return of tools and plants and the hirer shall return the tools and plants within 72 hours from the date of receipt of such order in writing. In case of failure on the part of the hirer to comply with such order he shall be liable to pay such penalty as may be imposed by the Engineer-in-charge for the period the tools and plant are detained provided that the maximum penalty shall not exceed the cost replacement of the tools and plants.
- n) In case of any disputes between the hirer and the Government, the decision of the Chief Engineer shall be final.
- o) This agreement shall be operated by the Engineer-in-charge on behalf of the Government and the term Engineer-in-charge shall include all officers duly authorised by him to exercise powers on his behalf.

THE SCHEDULE

Serial No.	Description and Name of the articles	No.	Amount of hire per hour	Remarks

In witness where of the hirer and the Engineer-in-Charge has for and on behalf of the Governor of the State has set their respective hand, the day and the year here in above written.

1. Signed by:

2. Signed sealed and delivered in the presence of

Contractor

Block Development Officer, Nuapada

107. **deleted :**

108. **ADDENDUM TO THE CONDITION OF P-1 CONTRACT**

Clause-2(a) of P-1 Contract:-TIME CONTROL :-(Vide Works Department Office Memorandum No.24716 dtd.24.12.2005 and No.8310 dtd.17.05.2006)

1.1. Progress of work and Re-scheduling programme.

- 2.1.1. The Executive Engineer / Engineer-in-Charge 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.
- 2.1.2. Within 15 days of issue of the letter of acceptance, the contractor shall submit to the Engineer-in-Charge for approval a Programme showing the general methods, arrangements, and timing for all the activities in the Works along with monthly cash flow forecast.
- 2.1.3. 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, $\frac{1}{4}$ th of the whole time allowed under the contract has elapsed, $\frac{1}{2}$ of the whole of the work before $\frac{1}{2}$ of the whole time allowed under the contract has elapsed, $\frac{3}{4}$ th of the whole of the work before $\frac{3}{4}$ th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge 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 Engineer-in-Charge, 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, the Engineer-in-Charge 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.
- 2.1.5. 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.
- 2.1.6. The Engineer-in-Charge's 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.

2.2. Extension of the Completion Date.

- 2.2.1. 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 Engineer-in-Charge 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, Government 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.
- 2.2.2. 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 Department. 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 Engineer-in-Charge and the Contractor within the limitations of time imposed in the

Contractor

Block Development Officer, Nuapada

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.

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge 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 the Engineer-in-Charge 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.

2.2.4. 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.

2.2.5. 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 the Engineer-in-Charge 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 the Engineer-in-Charge and this shall be binding on the contractor.

2.3. Compensation for Delay.

2.3.1. If the contractor fails to maintain the required progress in terms of clause-2 of P-1 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 the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (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 in Clause-2 of P-1 Contract or that the 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 completed 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 any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, or the rescheduled milestone(s) in terms of Clause-2.5, 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.

Contractor

Block Development Officer, Nuapada

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.

2.4. DELETED

2.5. Management Meetings

- 2.5.1. 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.
- 2.5.2. 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.

Clause-2 (b) of Item Rate P-1 Agreement:- Rescission of Contract (Amendment as per letter No.10639 dt. 27.05.2005 of Works Department, Odisha):- To rescind the contract (of which rescission notice in writing to the contractor under the hand of the **Project Director, DRDA / Block Development Officer** shall be conclusive evidence), 20% of the value of left over work will be realized from the contractor as penalty.

109. The tenderers are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clauses mentioned here in before tendering.
110. A Contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha.
As per said amendment a Contractor may be blacklisted
 - 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.
111. The safety certificate of the E.I. work will be furnished by the agencies after getting necessary verification from the electrical inspector / equally competent authority responsible for the work prior to Energisation of the building.
112. Percentage rate contract (vide Works Department letter No.8310 dt.17.05.2006) In case of percentage rate tender:-
 - i. The Contractor has to mention percentage excess or less over the estimated cost (In figures as well as words) in the prescribed format appended to the tender document.
 - ii. Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in separate sealed envelope shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the Bid Identification No., Name & Sl. No. of the work (as per IFB) to which they refer, written on the envelope.
 - iii. Only percentage quoted shall be considered. Percentage quoted by the Contractor should be accurately filled-in figures and words, so that there is no discrepancy.
 - a. If any discrepancy is found in the percentage quoted in words and figures, then the percentage quoted by the Contractor in words shall be taken as correct
 - b. If any discrepancy is found in the percentage quoted in percentage excess/ less and the total amount quoted by the Contractor, then percentage will be taken as correct.

Contractor

Block Development Officer, Nuapada

- c. The percentage quoted in the tender without mentioning excess or less and not supported with the corresponding amount will be treated as excess.
- d. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount does not tally with either to percentage excess or less then it will be treated as percentage excess.
- e. The percentage quoted in the tender without mentioning excess / less supported with corresponding amount if tallied with the percentage then it will be treated as to which side the amount tallies.
- f. The Contractor will write percentage excess/ less unto one decimal point only. If he writes the percentage excess / less up to two or more decimal points, the first decimal point shall only be considered without rounding off.
- g. The tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections, over writings & interpolations where unavoidable should be made by making out, initialing, dating and rewriting.
- iv. In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- v. The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
- vi. The period of completion is fixed and can not be altered except in case of exceptional circumstances with due approval of next higher authority.
- vii. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- viii. Cess @ 1% of the agreement cost shall be deducted from contractor bill as per circular of Govt. of Odisha Labour and Employment Department vide letter No 3757/ Dt 25.04.2009.

(Total 112 Clauses)

SUBMITTED

APPROVED

**Junior Engineer,
Nuapada Block**

**Asst. Executive Engineer,
Nuapada Block**

**Block Development Officer,
Nuapada**

SPECIAL CONDITIONS

1. Rates should be quoted for finished items of work.
2. Approach road to the site will be made and maintained by the contractor at his own cost and responsibility for which no payment will be made by the Department.
3. All materials required for giving profile will be arranged by the contractor at his own cost and responsibility.
4. Land required for storage of materials will be arranged by the contractor at his own cost and responsibility if departmental land is not available.
5. Dewatering and Cofferdam required during execution will be done by the contractor at his own cost and responsibility. This is treated to be inclusive of his tender rate.
6. The length and section of reinforcement after it is put in position as per design will be measured for the purpose of payment including weight of binding wire.
7. Water for execution will be arranged by the contractor at his own cost and responsibility.
8. Concrete should be vibrated with mechanical vibrator shuttering materials shall be arranged by the contractor at his own cost.
9. Excavated materials and debris unused in the area are to be removed from the site by the contractor at his own cost and responsibility
10. Cement shall be used by bags and weight of one bag of cement being taken as 50 kg. or weight of one cubic meter of cement be taken as 14.42 quintal.
11. The contractor should have enough technically skilled persons for supervision of the work.
12. All borrow pits for earth work should be at least 15 mtr. away from the new toe of the embankment for embankment work.
13. All measurement for earth work will be taken by section measurement. The tenderer is to sign the longitudinal section and cross sections of existing ground level before starting execution of the work. Final level will be taken after completion of the work in all respects.
14. Grubbing out roots and clearing shrub jungles, if any will be done by the contractor for which no extra payment will be made.
15. The sea of embankment will be ploughed 6" deep before earth is put for with no extra payment will be made.
16. The contractor is to supply labour for giving section and profiles. All materials necessary for such work will be supplied by the contractor and profiles are to be maintained till the work is completed.
17. Earth required for work should be arranged by the contractor at his own cost without any extra payment.
18. The earth work includes all leads and lifts including conveyance by all means by manual or mechanical or both.
19. In case of earth fill of embankment which has not been mechanically compacted, settlement allowance of 12% of height should be provided. Settlement allowance shall be calculated after embankments are subjected to natural compaction of one full monsoon rains. For short duration works, necessary adjustment 30% will be made to take care of natural settlement due to rains. Accordingly extra height should be provided taking the

Contractor

Block Development Officer, Nuapada

Settlement into account. The base width of the embankments shall not be increased to maintain the design slopes indicated in the drawings for additional height as settlement allowance, but the following procedure shall be adopted.

Settlement allowance shall be calculated at various level and the elevation including settlement allowance shall be derived keeping the embankment width at the designed levels unchanged. The edges of the embankments at the increased elevation (including settlement) when joined with the point where the slopes has changed earlier below, shall give the slope to be adopted for construction.

20. No claim for detention of labour on any account will be entertained.
21. No sand or sandy soil will be used for construction of the embankment.
22. No claim whatsoever on account of interest will be entertained under any circumstances.
23. Measurements of boulders will be taken of closely packed stacks and a minimum of 1/6th of the stacks will be deducted towards voids for all running payments.
24. Final measurement of boulders will be taken on level sections and the payment will be made for quantity which will be found less than the level measurement will be recovered from the contractor.
25. The contractor will remain responsible for collecting borrowed earth whenever need at his own cost.
26. The work will be executed as per ISI and as per the instruction of the Engineer-in-Charge.
27. Approach road from quarry to work site will be made and maintained by the contractor at his own cost for which no extra payment will be made by the Department.
28. The contractor will make his own arrangements to which the materials at site at his own cost till the work is finally closed and hand over.
29. The contractor will remain responsible to arrange all mechanical means wherever required to complete the work in time at his own cost.
30. Utilizing moorum metal and stones outside the specific alignment will not be taken into consideration for measurement.
31. Dewatering wherever needed will be done by the contractor at his own cost.
32. Any damage caused to the work due to any cause whatsoever, during the execution will be made good by the contractor until it is handed over to the Department in complete shape. "Any cause" includes natural calamities of all kinds.
33. The quantities provided in the tender schedule are tentative and there is likelihood of variation during execution as directed by the Engineer-in-Charge. Before starting the work the initial levels will be signed by the contractor in token of his acceptance. The final bill will be paid on level sections no extra rate will be entertained for variation in quantities.
34. The contractor shall engage local labourers on priority basis during execution of work.
35. Borrowing earth for the embankment is the responsibility of the contractor. The borrow earth is to be arranged by contractor. The type of soil to be used in the embankment is to be got approved by the Engineer-in-Charge before use.
36. The quantities in Bill of Quantities are subjected to change.

Contractor

Block Development Officer, Nuapada

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
10.	Steel Window Frame	I.S. 1038/83
11.	Steel Door Frame	I.S. 4351/75
12.	Fitting & Fixtures for joinery 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. Tarfelt 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

Contractor

Block Development Officer, Nuapada

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 authorised 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 Engineer-in-charge 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 Engineer-in-charge. The contractor must satisfy himself about the same while furnishing samples for approval of the Engineer-in- charge 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.

Contractor

Block Development Officer, Nuapada

g) **Alteration / Addition & Omissions**

The Engineer-in-charge 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 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 ratify 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 Engineer-in-charge.
- 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 therefrom, 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 or 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 Engineer-in-charge by virtue 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, from 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, 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.

Contractor

Block Development Officer, Nuapada

- 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

SCHEDULE – A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related / not related(*)** to any officer of P.W.D of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

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:-

SCHEDULE – E

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

- | | | |
|----|---|----------|
| 1. | a) Is the tenderer currently involved in any litigation relating to the works. | Yes / No |
| | b) If yes: give details: | |
| 2. | a) 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. | a) Has the tenderer or any of its Constituent partners failed to perform on any contract work in India during the last 5 years. | Yes / No |
| | b) If yes, give details: | |

Note:

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

Signature of Tenderers

Contractor

Block Development Officer, Nuapada

SCHEDULE – F**AFFIDAVIT**

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby 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.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date

SCHEDULE - G**CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE****ENGINEER / DIPLOMA HOLDERS****(For Super Class / Special Class / 'A' Class Contractors only)**

I / We hereby certify that at present, the following Engineering personnel are working with me / in our firm / company and their bio-data are furnished below.

Sl. No.	Name of Engineering personnel appointed for supervising contractor's work with address	Qualification	Date of Appointment	Monthly emolument	Whether full time engagement and continuous	If they are superannuated / retired / dismissed or removed personnel from state Govt./ Central Govt. / Public Sector Undertaking / private Companies and s or any one ineligible for Government service
1	2	3	4	5	6	7

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

Contractor

Signature of the Tenderer.

Date:-

Sd/-

Block Development Officer, Nuapada

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 Tenderers.
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.
3. My firm has not engaged any Engineer of gazetted rank employed in Engineering or Administrative duties in an Engineering Department of the Government of Odisha or other gazetted officer retired from Government service during last two years without prior permission of the Government of Odisha in writing on or before submission of this tender. I am aware that my contract is liable to be cancelled if either I or any of my employees is found any time to be such a person who had not obtained the permission of the Government of Odisha as aforesaid.

Signature of the Tenderer.
Date:-

Note: i. Strike out whichever is not applicable

ii. In case any person is under his employment with due permission from Government, the same may be cited in a separate letter.

APPROVED FOR 33 (Thirty three) pages only

Asst. Executive Engineer
Nuapada Block

**Block Development Officer,
Nuapada**

Contractor

Block Development Officer, Nuapada