

## **DETAILED TENDER CALL NOTICE**

1. The Block Development Officer, Subdega, Sundargarh invites percentage Rate basis for the following work in sealed tender on behalf of Government of Odisha from registered and eligible contractor of the State PWD (R&B) / Water Resource / Rural Work / Minor irrigation / C.P.W.D. for the following works eventually to be drawn up in the P1 forms in conformity with the details Tender Call Notice.
2. The Tender call notice is available from official website of Sundargarh District ([www.sundergarh.odisha.gov.in](http://www.sundergarh.odisha.gov.in)) from **dt. 24.10.2024 to 04.11.2024**. The last date and time of submission of bid as per contract data. Last date of Receipt of tender documents is upto **5.30 PM dated 04.11.2024**.
3. The bids documents will be opened by the assigned officer in the office of the Block Development Officer, Subdega at **11.00 A.M. on dated. 05.11.2024** to till completion to next day in the presence of the bidders authorized representatives who wish to attend.
4. The cost of bid documents in shape of Demand draft issued from any Nationalized bank may be prepared in the name of Block Development Officer, Subdega.
5. The Bank draft shall be deposited in the shape of bank draft prepared on or before the last date of receipt along with bid.
6. The bid must contain, EMD, Registration Certificate.
7. The Bid must contain PAN Card.
8. The Bid must contain GST Certificate.
9. Deleted.
10. The Bid must contain Affidavit for the particular work, schedule C & F and documents required as per relevant clauses of the DTCN.
11. Deleted.
12. Deleted.
13. The work is to be completed in all respects within the period mentioned against each work. Tenderers whose tender is accepted must submit a work program at the time of execution of Agreement.
14. All tenders received will remain valid for a period of **90 (Ninety)** days from the last date of receipt of tenders and validity of tenders can also be extended if agreed to by the tenderer and the Department.
15. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the last five years, prior to the date of the bid, shall be debarred from qualification.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 including Bank guarantee. An **affidavit** to this effect is to be furnished in **Schedule-C, Schedule-F. Non furnishing** of the information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected**.
16. **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 or Under Secretary & above in the PR 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 to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.
17. (i) Each tenderer is to submit along with tender a note regarding his experience on construction of Road/Bridge Works.
  - a) Name of the **Road/Bridge**: -
  - b) Estimated Cost: -
  - c) Total Length: -
  - d) **Major Item of works/Type of Bridge**: -

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- e) Quantity of items i) as per Agreement: -  
ii) as per execution: -
- f) Date of Commencement:  
g) Stipulated date of Completion: -  
h) Actual date of completion: -
- ii) Other details if any. :-
- iii) The prospective applicant in its name should furnish list of works executed in Schedule-D1 satisfactorily completed and list of works in progress in Schedule-D2.
18. If an individual makes the application, the individual should sign above his full type written name and current address.
19. If the application is made by proprietary firm, it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
20. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
21. If the application is made by a limited company or a corporation, it shall be signed by duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
22. 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.
23. No tenderer will be permitted to furnish their tender in their own manuscript papers. All information should be submitted in English. The applicants name should appear on each page of the application along with his signature or the signature of his authorized representative at the bottom of each page.
24. **Percentage rate contract (vide works Department letter No – 8310 dt – 17-05-2006).**  
**In case of percentage rate tender**

**(i) The contractors have to mention percentage less over the estimated cost (In figures as well as words)in the prescribe 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 recoded 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 Identifications No. Name &SI.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 filed in figures and words, so that there is no discrepancy.

- a) If any discrepancy is found in the percentage quoted words & 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 the percentage will be taken as correct.
- 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.

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- f) **The contractor will write percentage less upto two decimal points only.** If he writes the percentage excess / less upto three or more decimal points, the second 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 initiating, dating and rewriting.
- h) In the contract P1 time is the essence. The contractor is required to maintain a certain rate of progress specify in the contract.
- i) The quality 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.
- j) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
- k) 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 subtract from the gross amount of the bill.
25. The tenderer shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted tenderer and detailed specifications for Orissa and other relevant specifications and drawings which are for sale. Complaint at a future date that plans and specifications have not been seen by the tenderers cannot be entertained. The drawing 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.
26. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and approach roads to quarries and satisfy himself about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.
27. The offer of tender shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.
28. 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.
29. Amendment to Para-3.5.5 (v) of OPWD Code Volume-I by inclusion (Additional 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 bidder who has 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 (APS) in shape of Term Deposit Receipt pledged in favour of Divisional Officer / Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further proceeding for blacklisting shall be initiated against the bidder as per Works Department Office Memorandum No.14459 dtd.20.09.2018.
30. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
31. In case of any discrepancy in printing or omission of statutory specifications or any other part of portion of the approved documents during download of the bid document the decision of the officer inviting the bid will be binding on the bidder.

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32. Schedule of quantities accompanied in 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.

33. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what-so-ever.

34. The earnest money will be retained and dealt with as per the terms and conditions of the O. P. W. D. code.

35. The bidder / tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge 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/KissanVikashPatra/Post Office Savings Bank Account/National Savings Certificate/Postal Office Time Deposit Account duly pledged in favour of the Block Development Officer, Subdega, Sundargarhand 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. P1 (Schedule XLV No. 61) for the fulfillment of the contract in the office of the Block Development Officer, Subdega as directed. The security deposit together with the earnest money and the amount withheld according to the provision of P1 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 **P1** 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 One year of completion of the work and payment of the final bill and will not carry any interest.

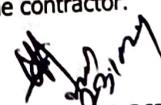
As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where tenderers back out from the offer before acceptance of tender by the competent authority.

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 Orissa 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 Orissa. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

Tenderers are required to abide by the fair wages clause as introduced by Govt. of Orissa, Works Department Letter No.-VIII-R 8/5225 Dt. 26.02.55 and No.IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.

36. 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 Block Development Officer 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 Block Development Officer is final and binding on the contractor.

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37. 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 and other charges of materials, octroi duty, all other taxes including sales tax, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the tenderer for Collection of materials, storage, housing of staff or other purpose of the work. No tenderer will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
  - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
  - c. Suitable water supply including pipe water supply wherever available for the staff and labour as well as for the work.
  - d. Fees and duties levied by the municipal, canal or water supply authorities.
  - e. Suitable equipments and wearing apparatus for the labour engaged in risky operations.
  - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
  - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
  - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost. After the work is finalised, 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 clean, this should be inclusive of the rates.
38. No payment will be made for bench marks, level pillars profiles and benching and leveling the ground where required. The rates to be quoted should be for the finished items of work inclusive of carriage of all materials and incidental item of works.
39. 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 Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
40. 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.
41. 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 the tenders must be received in order and according to the instructions.
42. Tenderers are required to go through each clause of P.W.D. Form P1 carefully in addition to the clause mentioned herein before tendering.
43. All reinforced cement concrete work should conform to Orissa Detailed Standard specifications, IRC Code and Bridge code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MORT & H, Govt. of India.
44. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
45. 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.
46. Concrete should be machine mixed unless otherwise ordered in writing by the Executive Engineer. The contractor should arrange his own concrete mixer, vibrator, pumps etc., for this purpose at his own cost.
47. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
48. 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.
49. The contractor 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.

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50. 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.
51. The selected contractor may take delivery of departmental supply according to his need for the work issued by the Sub-Divisional office 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 watchman 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 F2 agreement.
52. 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.
53. All the materials with all taxes, vat etc are to be supplied by the contractor at his own arrangement to the work site
54. 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. 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).
55. The tentative alignment of the proposed bridge has been shown in the enclosed drawing. However, the department has got the rights to shift the actual bridge position within a reasonable range in both U/s and D/S.
56. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
57. After completion of the work the contractor shall arrange at his own cost all requisite equipments for testing one unplugged well and specified span free of cost as directed by the Engineer-in-Charge and bear the entire cost of the test.
58. Measurement of earth work in road embankment will be done by section measurement after the earth is consolidated including rolling with hand or power road roller and sheep foot roller at optimum moisture condition and no extra payment will be made for the jungle clearance for taking earth from the borrow areas. Earth work from cutting will be economically utilized in filling.
59. The stack of road metal and gravel will be measured in boxes of 1.5m × 1.5 M × 0.5M which will be taken as 1.5m × 1.5M × 0.44M = 1 cum. The soling stones will be measured in the suitable stacks with deduction for voids @ 1/6 of volume or more depending upon the looseness of stacking which would be determined on actual observation and deduction.
60. The machineries, if available, with the department may be supplied on hire as per charges noted in the enclosed statement subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-Charge.
61. In the event of any delay in the supply of Department Road roller for unavoidable reasons, no extension of time will be granted to the contractor under any circumstances.
62. The tenderer should furnish along with their tender a list of works which are at present in their hand in the prescribed proforma enclosed herewith.

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64. Sinking of wells shall be measured from bottom of well cap up to bottom of cutting edge or 15 cm. above low water level whichever is less.
65. All method of sinking including pneumatic sinking by employment of drivers and other equipment shall be included in the rate.
66. Removal of trees, logs of trees or isolated boulders and desilting of sand or earth from existing well, rectification of tilt and shift if any, etc. shall also be included within the rate of sinking.
67. The depth of foundation indicated on the drawing are provisional but these may be altered, if necessary, in the light of the nature of strata indicated by boring which must be taken in advance of actual execution of the foundation.
68. When resort has to be made for sinking the wells by air lock and vacuum chamber method rates there of shall be pre-decided by authority accepting the tender.
69. Construction of coffer dam or island or the work of open excavation or dressing or labour for laying well curbs shall be included in the rate of well sinking.
70. For concreting the bottom plugs of well under the method of providing concrete should be either with tremie or any other approved method as well be directed by the Engineer-in charge with 10% extra cement to be used for under water concreting without any extra cost to the department.
71. No claim will be entertained in respect of difficulties during sand blowing met with during sinking of wells.
72. No part of the bearing for the superstructure shall be allowed to rest on the noses of the piers.
73. Tor Steel mesh reinforcement shall be provided in the concrete of the girders on the caps of the piers / abutments immediately in contact with the bearing to ensure proper distributions of heavy load
75. Lugs and grooves shall be provided in the bearings to prevent them from skewing and getting out of alignment.
76. Inspection by the Director General of Supplies and Disposals of the bearing during manufacture and X-Ray or Gama Ray examination of castings thickness more than 8 inches and load testing of bearing if considered necessary shall have to be carried out at the contractor's cost. The same procedure for testing may have to be followed for ribbed bearing manufactured by widening.
77. i) It should be clearly understood that the joints of the bars are to be provided with lapping, welds or bolts nuts as well be directed by the Engineer-in-charge.
- ii) 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.
78. 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.
79. Plain concrete and reinforced concrete specimens will be tested in Government Test Houses at Alipore or control and Research Laboratory at Bhubaneswar. Cost of testing of all specimens and samples will be borne by the Contractor. The construction of well staining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.
80. The thickness of cement concrete in top plugging should be as per Departmental drawing.
81. In well sinking, the maximum tolerance permissible in tilt is 1:80 and the shift is 150mm to the normal direction. Where it is not feasible to work this tolerance, the contractor shall carry out. suitable remedial measures as may be directed by the Engineer-in-charge to overcome the adverse effects of tilts and shifts without any extra cost to the Department and without any damages to the well. Any additional work necessary consequent upon the excess tilt and shift shall be carried out by the contractor at no extra cost to the Department.
82. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
83. If the well is beyond rectification the well shall be rejected, the well has to be abandoned and another well to be sunk at a suitable location at the cost of the Contractor. The tilt and shift of the well including compensation is to be abided as per the clauses of MORT&H for Roads and Bridges.
84. No claim for carriage of water what-so-ever will be entertained.

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85. 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/-.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.
86. Super class contractor shall employ under himself two Graduate Engineer and two Diploma holders belonging to the State of Orissa. Special class contractor shall employ under him one graduate Engineer and two Diploma Holder belonging to the state of Orissa. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to state of Orissa. 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 Orissa. The Engineer-in Chief (Civil), Orissa 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 in a separate sheet vide Schedule-B.
87. 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.
88. Orissa 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 Orissa 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.
89. Amendment of existing Clauses :- By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to complete the work according to the specifications attached there to and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials with taxes , octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the completion of the work, to the entire satisfaction of the Engineer-in -Charge of the work and his authorized subordinates. After acceptance of the contract rate 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.
90. Building & other construction welfarecess for construction workers shall be deducted @ 1% of the Gross amount of the bills from the contractor as per Resolution of Govt. of Orissa Labour & Employment Department.
91. 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.
92. Prevailing rate of VAT on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is 0.50 lakh and above.
93. 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.
94. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
95. Under section 12 of contractor'slabour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.

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**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.

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**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.

**(I)** Any defects, shrinkage or other faults which may be noticed within 6 (Six) 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 for 6 (Six) months from the date of successful completion of the work.

**(ii)** 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 Orissa 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.

98. **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.

99. Tilts and shifts

i) Maximum permissible shift is 150mm.

ii) Maximum permissible tilt is 1 : 80.

100. **Payment for variation in price** - (Vide Works Department Memorandum No-12073 /W dt. 7.4.1986, No-14379 dt. 22.6.91 & No-22874 dt. 24.10.92)

101 a) **(i)** "If during the progress of the work the price of any material (excluding the cost of steel , cement & bitumen ) incorporated in the work (not being materials supplied from the E.I.Cs store in accordance with Clause ..... hereof ) 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 reimburse or liable to refund quarterly as the case may be, such an amount, as shall be equivalent to the plus or minus difference of 75% in between the Average wholesale Price Index (all commodities) which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened, as per the formula indicated below:-

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

$$Vm = 0.75 \times \frac{Pm}{100} \times R \times \frac{(i - io)}{io}$$

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

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

$io$  = The average Wholesale Price Index (all commodities) for the quarter in which the tender was opened (as published in R.B.I. bulletin from time to time.)

$i$  = The Average Wholesale Price Index (all commodities) for the quarter under consideration.

$PM$  = Percentage of materials component as per sub-clause of this clause.

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(ii) Where original contract period is one year and above, increases / decreases of cost of Steel, Cement & Bitumen are to be paid recovered. Payments in case of increase are to be made with prior approval of Govt when the total claim is more than Rs. 50,000/- and with prior approval of the EIC / Chief Engineer as the case may be when the claim is upto Rs. 50,000/- . Recovery in case of shall be made by concerned Block Development Officer from the contractor immediately.

(iii) Where original contract is more than Six Months & below one year, increases / decreases of cost of Steel, Cement & Bitumen are to be paid recovered. Payments in case of increase are to be made with prior approval of Govt when the total claim is more than Rs. 50,000/- and with prior approval of the EIC / Chief Engineer/Super in Tendent Engineer (as the case may be) when the claim is upto Rs. 50,000/- subject to the fulfillment of the conditions mentioned below:

(I) **The cost shall be determined as follows: -**

**Steel -Rate as fixed by Steel Authority of India Ltd (SAIL)**

**Cement – Average factory price of the three manufacturers of Cement inside the State.**

**Bitumen – Rates as fixed by Indian Oil Corporation (IOC)**

(II) Cost of the project should be more than Rs. 50.00 Lakhs. However, the differential cost or such materials may be paid to the contractors after deducting the hike percentage amount in the tender for those materials from the calculated amount of differential cost.

(III) Contractors have to submit the vouchers showing procurement from an authorized dealer for the said work within 28 days before utilization of Steel, Cement & Bitumen.

(IV) Differential cost will be allowed only to the original agreement period, but not for the extended period even though it might have been validly extended.

(V) Differential cost will be allowed only after successful / completion of the work as per the approved work program.

(VI) Stipulations contained in existing clause 31(f)

Recovery in case of decreases shall be made by concerned Block Development Officer from the contractor immediately.

- (b) Similarly, if during the progress of work, the wages of labour increase or decrease as a result of increase or decrease in minimum wages for labour prescribed by Government and the contractor thereupon necessarily and properly pays in respect of labour engaged on execution of the work such increased or decreased wages then he shall be entitled to reimburse or liable to refund quarterly, as the case may be such an amount as shall be equivalent to the 75% plus or minus difference in between the minimum wages for labour which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below.

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

$$VI = 0.75 \times \frac{PL \times R}{100} \times \frac{(i - i_0)}{i_0}$$

VI= Increase or decrease in the cost of work during the quarter under consideration due to changes in the minimum wages rate of labour.

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

$i_0$  = The minimum wages for labour as prevailed during the quarter under consideration in which the tender was opened.

I = The minimum wages for labour prevailed during the quarter under consideration.

PL= Percentage of labour component (as per sub-clause).

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- C) Similarly, if during the progress of work, the price of Petrol, Oil and Lubricants (Diesel oil being the representative item for the price adjustment) increases or decreases as a result of the price fixed there for by the Government of India and the Contractor there upon necessarily and properly pays, such increased or decreased price towards Petrol, Oil and Lubricants used on execution of the work, then he shall be entitled to reimburse or liable to refund, quarterly as the case may be, such an amount, as shall be equivalent to the 75% plus or minus difference in between the price of P.O.L. which is operating for the quarter under consideration and that operated for the quarter in which the tender was opened as per the formula indicated below :

$$KI = \frac{0.75 \times K_2}{100} \times \frac{R(D_2 - D_1)}{D_1}$$

KI = Increase or decrease in the cost of work during the quarter under consideration due to changes in the price of P. O. L.

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

D<sub>1</sub> = Average Price per liter of diesel oil which was fixed by the Government of India during the quarter in which the tender was opened.

D<sub>2</sub> = Average Price per liter of diesel oil which is fixed during the quarter under consideration.

K<sub>2</sub> = Percentage of P. O. L. component as per sub-clause.

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

Category of Works.	Contractor' Supply			Departmental Supply of materials.
	% Materials.	% Labour	% of P.O.L.	
Irrigation works				
a) Structural works.	20%	30%	5%	45%
b) Earthwork, Canal work, Embankmentwork etc.,	20%	60%	5%	15%
(R&B) Works				
a) Bridge works	20%	30%	5%	45%
b) Road work	45%	40%	5%	10%
c) Building works	30%	30%	5%	35%

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

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- (e) Vide Works Department letter No-21369 dated-25.09.91, the reimbursement / refund on variation in price of materials **except steel , cement & bitumen which will be governed as per clause 31 a (ii) & a (iii)** labour and P.O.L. as per sub-clauses (a-i), (b) and (c) of this clause shall be applicable in the following manner.

"In term of aforesaid escalation clause, where the period for completion of the work as stipulated in the agreement is less than one year, no escalation admissible at all, in case of work where the stipulated period of completion is one year and more escalation on account of price variations is admissible only for the remaining period after excluding the first one year period provided that the work has been carried out by the contractor in terms of the relevant provisions of the agreement. In the situation, where the period of completion initially stipulated in the agreement is less than one year and subsequently the completion period has been validly extended on the ground that the delay in completion of the work is not attributable to the contractor and in the result the total period including the extended period stands at one year or more, escalation is admissible only the balance portion of work executed beyond one year."

- f) The contractor shall for the purpose of sub-clauses (a), (b) & (c) of this clause keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representatives of Govt. and further, shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document kept and such other information as the Engineer-in-Charge may require . The contractor shall within a reasonable time of his becoming aware of 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 together with an information relating thereto which he may be in a position to supply.
102. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra rate will be paid to the contractor for the above rental charges etc. His rates in the tender for other items shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.
103. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.
104. 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 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 office. and shall not be removed from the site of work without written permission of the Engineer and to be submitted to the Engineer-in-charge every month.
105. The tenderer should conduct three bores at each pier and S.B.C. of soil at foundation level and abutments location and furnish the test results in conformity with I.R.C. code at his own cost before execution of the work and rates quoted by the contractor should be inclusive of such bores and S.B.C. tests etc. without any extra cost to the Department.
106. The details of foundation, sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
107. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per clause 11 of the **P1** Contract.
108. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Orissa Detailed Standard Specification, Orissa P.W.D. Code, Bridge code and MORT&H specifications with latest revision / amendment are also binding on the part of the contractor.
109. No part of the contract shall be sublet without written permission of the concerned Executive Engineer or transfer be made by power of Attorney authorising others to receive payment on the contractor's behalf.

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110. 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.
111. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.
112. 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 bridge site etc. are the responsibility of the contractor.
113. 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.
114. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.  
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 authorised agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has noother 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 for as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10<sup>th</sup> and 16<sup>th</sup> 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 are liable to be summararily rejected. The claim book is the property of the Office. 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 whichever is earlier for record.
115. 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.
116. Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC / MORT & H / ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.  
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.  
After completion of the road in all respects the road furniture should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
118. 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 Superintending 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.

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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 of 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 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 superintending 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 choudidar 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 superintending 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 authorised agent daily. In case of contractor contests the correctness of the entries and / or fails to sign the log book, 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 \_\_\_\_\_ TwoThousand \_\_\_\_\_  
 \_\_\_\_\_ between (here-in-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 Orissa (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.

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Whereas the hirer desirous of hiring the tools and plants of the P. W. Department of the Orissa Govt. and more particularly specified in the schedule here under between here in after referred to as "the tools and plants".

And whereas 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 at Sundargarh.
- (b) 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
- (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 **Sundargarh** 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 .

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- (n) In case of any disputes between the hirer and the Government the decision of the Superintending 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 have set their respective hand, the day and the year here in above written.

Signed by:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed sealed and delivered in the presence of

1. \_\_\_\_\_ 2. \_\_\_\_\_

119. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
120. 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.
121. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
122. In case the 1<sup>st</sup> 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 disincentivizing the tenderer.
123. **ADDENDUM TO THE CONDITION OF P1 CONTRACT**  
**Clause-2(a) of P1 Contract: -TIME CONTROL: -**
- 2.1. Progress of work and Re-scheduling program.**
- 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.

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- 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 Program commensurate to **Clause no. 2.1.3** 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, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 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 program to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised program showing the modifications to such program necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Program 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 Program has been submitted.
- 2.1.5. An update of the Program shall be a program 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 Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer-in-Charge again at any time. A revised Program is to show the effect of Variations and Compensation Events.
- 2.2. Extension of the Completion Date.**
- 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.
- 2.2.1. 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 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 program has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.2. 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 endeavors 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.

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- 2.2.3. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.4. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by 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 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 Superintending 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 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. 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. Management Meetings.**

- 2.4.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meetings shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.4.2. 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 Percentage Rate P1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt 27.05.2005 of Works Department, Orissa):** -To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

124. A contractor may be Blacklisted as per Amendment made to Appendix XXXIV to OPWD Code **Vol-II on** rules for black listing of Contractors vide Letter No – 03365 dt- 01-03-07 of Works Department, Orissa.
- Misbehavior / Threatening of Departmental & supervisory officers during execution of work / tendering process.
  - Involvement it any sort of tender fixing.

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- c) Constant non- achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
- d) Persistent and international violation of important conditions of contract.
- e) Security consideration of the State i.e. any action that jeopardizes the security of State.
- f) Submission of false / fabricated / forged documents for consideration of a tender.

125. **LabourCess**

1% Labourcess will be deducted from the gross amount of the Contractor Bills.

126. **ELIGIBILITY CRITERIA:** To be eligible for qualification, applicants shall furnish the followings.

- a. Required **E.M.D** as per the **clause No. 6**.
- b. Copy of Original Registration Certificate, GST Registration Certificate, PAN card, Original Affidavit for the particular work of the Tender Notice along with the tender documents submitted to the Block Development Officer, Subdega, Sundargarh before opening of the Bid for verification purpose, as per **Clause No.7**.
- c. Preferences will be given to contractors having experience in executing similar nature of work.
- d. Information regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents and Bank guarantee in schedule "F"**.
- e. Submission of Original Bid Security and tender paper cost as prescribed in the relevant clause of DTCN i.e, before the stipulated date& time for opening of the bid.
- f. Those Engineer Contractor are desire of availing benefit as allowed to SC/ST Contractor are necessary to record the category to which they belong in the Registration Certificate (R.C.), otherwise their tender paper treated as normal tender .

**Total: - 126 (One hundred Twenty-Six) Clauses only.**

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SCHEDULE-A

**CERTIFICATE OF NO RELATIONSHIP**

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

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**

**SCHEDULE – C**

**MEMORANDUM OF UNDERSTANDING IN AFFIDAVIT FORM**

First party I Sri/ Smt .....Aged ..... Years, S/O..... At/Po/Dist -  
..... (herein after called the First Part)

**AND**

Second party I Sri/ Smt .....Aged ..... Years, S/O..... At/Po/Dist -  
..... (herein after called the Second Part) having H.T/L.Tlicence registration No ..... Valid up to  
.....

AND WHEREAS the First Party of 1<sup>st</sup> part is the managing partner of .....

AND WHEREAS the First Party willing to appoint the Second Party to execute the E.I. portion for the tender work ".....".

**NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS.**

1. That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
2. That, the Second Party shall fulfill all the works as per the tender schedule by instruction of Engineer-in-Charge.
3. That, the First Party shall receive payment, signing the bill the document for the concerned work.
4. That, the Second Party shall abide the rules, regulation and specification of E.I. works of above said matter.

In Witness where of Both the Party have signed in presence of

**WITNESS**

**W1 - .....**

**W2- .....**

**Contractor**

**Block Development Officer  
Subdega**

**SCHEDULE-D1****WORKING EXPERIENCE****D-1. LIST OF PROJECTS EXECUTED**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

**SCHEDULE-D2****WORKING EXPERIENCE****D-2. LIST OF PROJECTS IN PROGRESS**

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Revised target date of completion of the work, if any	Reasons for slow progress, if any, with the updated billing amount
1	2	3	4	5	6	7	8

Contractor

  
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**SCHEDULE-"E"**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF TENDERED 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 be summarily be rejected.

**Signature of the Contractor.**

**SCHEDULE -"F"**

**AFFIDAVIT**

1. The undersigned, do hereby certify that all the statements made in the required attachments for the Tender work .....submitted to the Block Development Officer, Subdega, Sundargarh are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ 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 authorized 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.

(Signed by an Authorised Officer of the firm /bidder)

Date :

**Total :- 24 (Twenty Four ) Pages only + B.O.Q. .... to ..... Pages Only.**

**Contractor**

**Block Development Officer  
Subdega**

**CHECK LIST TO BE FILLED UP AND SUBMITTED BY THE BIDDER**

Name of the work:-

Name of the Contractor:-

House No/ Plot No.:-

AT-

PO-

P.S -

District -

State-

Pin-

Sl. No.	Particulars	Whether furnished	
		Yes	No
1	Cost of tender paper amounting to Rs. 6000/- shall be enclosed in original in shape of DD drawn in any nationalized bank.		
2	Earnest Money Deposit		
3	Contractor's Registration Certificate (License)		
4	Copy of Valid GST clearance certificate		
5	Copy of PAN Card		
6	A declaration to be effect that there has been no conviction/imprisonment for an offence involving moral turpitude.		
7	Affidavit regarding authenticity of the credentials		
8	Past Performance of the Contractor in the Prescribed proforma		
9	Attested copies of cast certificate for ST/SC contractor/ Affidavit claiming ST/SC		
10	Attested Copy of DTCN and price bid dully filled and signed by the bidder		
11	Bidder contract Address filling mandatory		

  
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