

BID IDENTIFICATION NO- (P.S) RGD No-.....

GOVERNMENT OF ODISHA

P.R. DEPARTMENT



DETAILED TENDER CALL NOTICE & PRICE BID DOCUMENT

Name of the Work Tender for Construction of C.D.P.O. office Building at Bissamcuttack of Bissamcuttack Block.

Estimated Amount Put to Tender: - Rs. 19,72,338/-

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| (1) Date & Time of Sale for Tender Paper | :- Upto 5.00 P.M from dt -27.10.2021 to dt -03.11.2021 |
| (2) Last Date & Time of Receipt of Tender | :- Upto 5.00 P.M on dt- 03.11.2021 |
| (3) Date & Time of Opening of Tender | :- At 11.00A.M on dt- 05.11.2021 |

OFFICE OF THE BLOCK DEVELOPMENT OFFICER, BISSAMCUTTACK
DIST- RAYAGADA

CONTRACTOR

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Block Development officer
Bissamcuttack

INVITATION FOR BIDS (IFB)
PANCHAYAT SAMITI BISSAMCUTTACK, Dist. RAYAGADA
TENDER CALL NOTICE NO. BISSAMCUTTACK 06/ 2021-22

The Block Development Officer, Bissamcuttack, District Rayagada on behalf of Governor of Odisha invites percentage rates bids for the construction of works as detailed below in the Table from ELIGIBLE contractors registered with the State Govt. and contractors of equivalent Grade/Class registered with Central Govt. for execution of Civil works on production of definite proof from the appropriate Authority. Agreement is to be drawn in P1 form. The bidders may submit Bids for the following works.

Sl. No.	Name of the Work	Value of Works in (Rs.)	Bid security EMD 1% (in Rs)	Cost of tender paper (in Rs.)	Period of Completion	Class of Contractors.
1	2	3	4	5	6	7
1	Construction of C.D.P.O Building at Bissamcuttack of Bissamcuttack Block.	19,72,338/-	-	6000/-	09 (Six) calendar months	"D" & "C"

1. Bid documents consisting of plans, specification, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the office of undersigned during the office hour everyday except Sunday and public holidays till last date of sale and receipt of the tender papers. Interested bidder may obtain further information at the same address.
2. The Sale and Receipt of the Bid documents shall starts from **Dt 27/10/2021** up to 5.00 PM and close on **Dt 03/11/2021** up to 5.00 PM during office hours (Except Sunday and Holiday) on payment of cost of bids documents either in shape of cash or Demand Draft (non-refundable) issued from any Nationalized Bank drawn in favour of the Block Development Officer, Bissamcuttack payable at Bissamcuttack.
3. The sealed, signed and duly filled bid documents are to be dropped in the tender box having Identification No. B.D.O. (Bissamcuttack.)-01/2021-22 containing signed DTCN, attested copy of Registration Certificate, PAN Card, valid GST clearance certificate, valid Labour License, affidavit regarding authentication of documents, no relation certificate and documents required as per the relevant clauses of the DTCN and special condition if any required, Amount of EMD in shape of NSC/KVP/POTD/ Bank deposit receipt of any Nationalized Bank duly pledged in favour of Block Development Officer Bissamcuttack without which bid will not be considered. The tenders can also send their tender papers through Registered Post/ Speed Post only to Block Development Officer, Bissamcuttack. Such bids must be received on or before stipulated date & time as mentioned above. The bids received late will not be considered. The authority will not be held responsible for the postal delay if any or non-receipt of tender documents. The bidders are not required to write their name on the outer cover of the bid except the name of work with name of office from which bid document was issued.
4. The Engineering contractor desiring of having EMD exemption benefit must have to produce an affidavit to the effect that, they have not availed such exemption for more than three times during this financial year. Also the engineering contractor will produce his/her Original license at the time of opening of tender so that the tender opening authority will enter the exemption of EMD in his/her license failing which tender liable for rejection.
5. The tenderers are required to submit the experience certificate of same nature of work executed during last Three year.
6. The bid documents received will be opened on **Dt.05/11/2021** at **11.00 A.M** in the office of the Block Development officer Bissamcuttack. In the presence of bidder or their authorized agents wish to attend. .If the office happens to be closed on the date or receipt/ opening of the bids as specified, the bids will be received / opened on the next working day at the same time & venue.
7. Other details can be had in the bid documents.

8. Special clause: Additional performance security in case of ABL bids- An amount of 50% (difference between estimated cost put to tender and bid amount) shall be deposited if the tender value remains less between 5% to 10% . 150% of (difference between estimated cost put to tender and bid amount) shall be deposited if the tender value remains less between 10% and above. No performance security shall be deposited, for the bid amount less than 5%. by the bidder as additional performance security in shape of fixed deposit receipt of schedule bank/Kissan Vikas Patra/ Post office saving bank Account / N.S.C. / Post office Time Deposit, duly pledged in favour of Block Development officer Bissamcuttack, Self attested copy of Caste Certificate issued by competent authority in case of SC, ST Contractor deserving of preference shall be submitted along with the bid document failing which the preference shall not be considered.
9. The authority reserves the right to reject any or all the bids without assigning any reason thereof.
10. The work should be completed within the stipulated time period of completion & in no case the time extension will be allowed except the reasons not attributable to contractors.
11. In Order to ensure that the envelopes are properly sealed, the contractor can seal them with superglue & also add tamperproof tapes as additional precaution. The tender submitted for the wrong works shall not be taken into consideration.


Block Development Officer
Bissamcuttack

Issued for the work:-

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ON CASH PAYMENT OF RUPEES 6,000/- VIDE RECEIPT No.....

DATED.....


Bissamouctack
District – Rayagada

(1) EARNEST MONEY DEPOSITED

N.S.C. Rs.....Pledged / Unpledged

N.S.C. Rs.....Pledged / Unpledged

N.P.S.C. Rs.....Pledged / Unpledged

Post office Time Deposit. Rs..... Pledged / Unpledged

Post Saving Pass Book Rs..... Pledged / Unpledged

Deposit Receipt of Schedule Bank Rs..... Pledged / Unpledged

Total Rs.....

(1) REGISTRATION OF LICENCE VALID UP TO.....

VIDE No.....DATE.....OF.....

2. Attested Copy of I.T.C.C. Furnished/Not furnished

3. Attested Copy of GST Furnished/Not furnished

4. Attested Copy of Contractor Licence: Furnished/Not furnished

5. Attested Copy of Labour Licence Furnished/Not furnished

6. Total No. Of Corrections:

7. Total No. Of Overwriting


B.D.O.
Bissamouctack
District – Rayagada

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**OFFICE OF THE BLOCK DEVELOPMENT OFFICER. , BISSAMCUTTACK.
DETAILED TENDER CALL NOTICE**

The Block Development Officer, Bissamcuttack on behalf of Governor of Odisha invites

1. Sealed percentage rate bids from ‘‘D’’ & ‘‘C’’ class contractors registered with the State Government and contractors of equivalent grade class registered with Central Government/ MES/ Railways for execution of civil works on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P tender from
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2. The sale and receipt of the Bid document shall start from Dt- 27.10.2021 and close on Dt- 03.11.2021 at 17.00Hours. Bids will be sold and received in the following offices up to 17 Hours up to Dt- 03.11.2021 in the office of the undersigned.
 - i) B.D.O., Bissamcuttack.
3. The tender will be opened by the B.D.O., Bissamcuttack in the office of the B.D.O., Bissamcuttack at 11.00 Hours on Dt- 05.11.2021 in the presence of the bidders of their authorised representatives who wish to attend.
4. Bid document may be purchased from the office of the undersigned against anon refundable fee of Rs 6,000/- (Rupees Six Thousand) only towards cost of the documents including GST in the form of cash or Demand Draft issued from any Nationalised Bank payable at Bissamcuttack in favour of B.D.O., Bissamcuttack duly pledged on or before the last date of receipt along with the bid.
5. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount Rs.500.00/- (Five hundred) only over the cost of documents. The Department will not be held responsible for the postal delay if any, in the delivery of the document or non-receipt of the same.
6. If the tender documents sent through registered/speed post, do not reach in the concerned office by the above date and time, the office will not be considered responsible on any account even if the tender documents were dispatched by the tender before the due date.

7. In order to ensure that the envelope is properly sealed, the contractor can seal them with superglue and also add tamperproof tapes as additional precaution. The tenderers are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tenders. The tender submitted in the wrong box shall not be taken in to consideration.
8. The bid must be accompanied by security of the amount @ 1% (One percent) of the estimated cost put to tender (rounded to nearest hundred rupees i.e. Rs. (Rupees _____ thousand _____) only along with tender in the form of Deposit receipt of Schedule Bank/KissanVikash Patra/Post Office Saving Bank Account /National Saving Certificate / Postal Office Time Deposit Account duly pledged in favour of the B.D.O Bissamcuttack and payable at Bissamcuttack as per the terms and conditions paid down in OGFR and in no other form, Bidders desirous to hire machineries or equipment's form outside the State are required to furnish 2% (Two percent) of the conditions. Tenders not accompanied with EMD as specified above shall be liable for rejection.
9. The tender should be accompanied with the attested true copies of the valid Registration certificate, valid GST clearance certificate and PAN card which are mandatory and the original certificates are to be produced within 3(three) days of opening of the tender responsive and thus liable for rejection.
10. The work is to be completed in all respects within Six calendar months. Tenders whose tender is accepted must submit a work programme at the time of execution of Agreement.
11. 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 be the tenderer and the Department.
12. (i) The contractors are required to furnish evidence of ownership of principal machineries/ equipment as per Annexure-I
(ii) In case the contractor executing several works he is required to furnished a time schedule for movement of equipment/machinery from one site to work site when work is to be executed in Annexure-IV of Schedule-C
(iii) The contractor shall furnish ownership documents for those machineries which are to be deployed for the tendered work if these are not engaged of produce certificate from the B.D. O., as per Annexure- III of Schedule-C under whom these are deployed at the time of tendering and as to the period by which these machines are likely to be released from the present contact. Certificate from the authority of Government of Odisha under whose Jurisdiction the work is going on shall no be more that 90 days old on the last date of receipt of tender.

- 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 work-men compensation act.
- h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
- 40. After the work is finalized, 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.
- 41. No payment will be made for bench marks, level pillars profiles and benching and laying 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.
- 42. 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.
- 43. 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 441 50 dtd. 25.11.57.
- 44. 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 everyday 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.
- 45. Tenderers are required to go through each clause of P.W.D. form F-2 carefully in addition to the clause mentioned herein before tendering.
- 46. 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 specification for road and Bridge works (4th Revision) Govt. of India.
- 47. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.

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48. 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.
49. Concrete should be machine mixed unless otherwise ordered in writing by the B.D.O. The contractor should arrange his own concrete mixer, vibrator, pumps etc, for this purpose at his own cost.
50. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
51. 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.
52. The tentative alignment of the proposed bridge in case of Bridge projects has been shown in the enclosed drawing. However, the department has got the right to shift the actual bridge position within a reasonable range in both U/s and D/s.
53. The contractor should at his own 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.
54. 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 all directed by the Engineer-in-charge and bear the entire cost of the test.
55. 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 as specified 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 utilised in filling.
56. The stack of road metal and gravel will be measured in boxes of 1.5m x 1.5 M x 0.5M which will be taken as $1.5m \times 1.5m \times 0.44M = 1 \text{ Cum}$. 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.
57. The machineries if available, with the department may be supplied on hire as per prevailing Charges fixed by the Government subject to the condition that the contractor will execute in advance an agreement with the Engineer-in-charge.
58. 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.

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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 indicating of the actual quality of concrete.

d) Plain concrete and reinforced concrete specimens will be tested in Government Testing Laboratory. Cost of all specimens and samples will be borne by the Contractor.

e) The construction of well steining by injecting cement or grout in coarse aggregate placed in position shall not be permitted.

71. The thickness of cement concrete in top plugging should be as per Departmental drawing
72. 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 these 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.
73. Concrete of strength below of the required strength (As determined by actual tests) shall not be accepted.
74. 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.
75. No claim for carriage of water what-so-ever will be entertained.
76. 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.
77. 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. Like wise '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

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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 Holders so employed by the contractor to the effect that the work executed as per the bill has been supervised by him. (Vide P.R. 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.

78. 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.
79. 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.
80. Amendment of Existing Clauses :- By admission of 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 materials 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 specification 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 charge for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors.
81. The prevailing percentage. of I. T. Department on the gross amount of the bill towards income tax will be deducted from the contractor's bill.
82. Prevailing percentage of GST on the gross amount of the bill will be deducted from the contractor's bill, where Agreement Value is one lakh and above.
83. The contractor is required to pay royalty to Govt. as fixed from time of time and pro-duce such documents in support of their payment to the concerned B.D.O.with their bills, falling which the amount towards royalty of different materials as utilised by them in the work will be recovered from their bills and deposited in the revenue of concerned department.
84. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
85. Under section 12 of Contractors labour (Regulation and Abolition) Act. 1970 the con-tractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
86. 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 B.D.O.

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87. 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.
88. Any defects, shrinkage or other faults which may be noticed within 1 (One) Year from the completion of the work arising out of defective or improper materials or workman-ship 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 of the works. The contractor is also required to maintain the road for 1 (One) years from he date of successful completion of the work.
89. From the commencement of the works to the completion of the same, they are to be under the contract or charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by tire 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 for 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, not or any other calamity whether natural or incidental damages so caused will heave to be made good by the contractor at his own cost.98.
90. 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.
91. Tilts and shifts i) Maximum permissible shift is 150 mm. ii) Maximum permissible tilt is 1 : 80
92. 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.
93. 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 whatsoever will be entertained on this ground. The rates quoted by the contractor should be inclusive of all such charges.
94. 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 authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the

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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 (B.D.O.) and to be submitted to the Engineer-in-Charge every month.

95. 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.O 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.
96. The details of foundation, Sub-structure and floor protection for execution shall be done in accordance with the test results thus obtained.
97. 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 F-2 Contract.
98. Over and above these conditions, the terms and conditions and rules and regulations and specification 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.
99. No part of the contract shall be sublet without written permission of the concerned B.D.O. or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.
100. 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.
101. 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.
102. The rates quoted by the contractor shall cover the latest approved rates of 1:-ILIOU(S, materials, P.O.L. and Royalties. Arrangement of borrow areas, land, approach road id the bridge site etc. are the responsibility of the contractor.
103. 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.
104. 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.
105. 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 for as possible regarding the quantities

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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 are liable to be summarily 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.

106. Number of tests as specified in I.R.C./MORT&H / ISI. specification required for the construction of roads / bridges / buildings or any other structural works will be conducted in any Govt. Test House/Department 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.
107. 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, Non-horn etc.

All transit and incidental charges in connection with the dispatch 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, 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 operation 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 livable. 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.

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.

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108. 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.
109. *Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department.
- (a) Making a false statement of 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.
110. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
111. In case the V 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 back listing the tenderes shall also be taken apart from disincentives the tenderer.

Total :- 111 (One hundred eleven) clauses only.

APPROVED

B.D.O.,
Bissamcuttack
Dist- Rayagada

CONTRACTOR

RULE FOR BLACKLISTING OF CONTRACTORS

(Appendix-XXXIII of OPWD Code, Vol-II)

[As per Works Department Rule No. 3365/W dt. 01.03.2007]

- A) The Chief Engineer of department may blacklist a contractor with the approval of concerned Administrative Department on the following grounds.
- 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 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.

The Divisional officer shall report to the Chief Engineer if in his opinion any of the above wrong has/ have been committed by any contractor. On receipt of such as report from the Divisional officer the Chief Engineer shall make due enquiry and if considered necessary, issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of receipt of the show cause notice. Thereafter, if the Chief Engineer is satisfied that there is sufficient ground, he shall blacklist the concerned contractor with the approval of the Administrative Department. After issue of the order of blacklisting of the said contractor the Chief Engineer shall intimate to all Chief Engineers of other Administrative Department, the Registering Authority as provided under Rule-4 of PWD Contractor's Registration Rules, 1967 and Department of information Technology for publication in web-site of State Govt.

- B) The registration certificate of blacklisted contractor shall remain automatically suspended while allowing him to complete all his ongoing work (s) unless otherwise rescinded by the competent authority on grounds of breach of conditions of agreement.
- C) The name(s) of partners & allied concerns of the blacklisted contractor shall also be communicated to all concerned. Care shall be taken to see that the contractor blacklisted and his partners do not transact any business with government under a different name of title.
- D) Once the blacklisting order is issued it shall not be revoked ordinarily unless a On review in later date, the Chief Engineer is of the opinion that there is sufficient justification to revoke the order of blacklisting, or in respect of the same offence, the accused has been honorably acquitted by a court of law. The concerned Chief Engineer will obtain order from the concerned Administrative Department before revoking the order of blacklisting. The order of revocation shall also be communicated to all concerned,
- E) The Chief Engineers and Administrative Department shall maintain a list of blacklisted contract. Updated list of blacklisted.
- F) Checklist as per annexure-I shall be furnished by the concerned Chief Engineer for blacklisting the contractor.
- G) Checklist as per Annexure - II shall be furnished by the concerned Chief Engineer for revoking blacklisting order.

Explanation :- (i) Action taken under this Rule shall be -in addition to any action taken under Rule — 11 of PWO Contractor's Registration Rules, 1967 (Appendix-VW of OPWD Code, Vol-II). On revocation of order of blacklisting, registration certificate of the contractor shall valid automatically if not otherwise become invalid which shall be recorded in the registration certificate by the revoking authority.

(ii) The ground mentioned above for blacklisting of contractor shall be deemed to be deleted from the grounds for cancellation/suspension of registration certificate LER-11(a) of PWD Contractor's Registration Rules, 1967 (Appendix-VIII of OPNAD Code, Vol-II).

CONTRACTOR

SCHEDULE - "E"
INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPULSION 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 :
- 1. 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 summararily be rejected.

Signature of the Tenderer

AFFIDAVIT

SCHEDULE-F

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 I/We have not _____
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 agree that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the firm)
Title of Officer
Name of Firm
Date :

Issued to the work : "

On cash payment of Rs. /- vide receipt No.
Dt.

CONTRACTOR

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 P.R. 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
Date :-

SCHEDULE —

CERTIFICATE OF EMPLOYMENT OF UNEMPLOYED GRADUATE ENGINEER I DIPLOMA HOLDERS

(for Super class/special class IA class contractors only)

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

Sl. No.	Name of Engineering personnel appointed for supervising contractor work 's 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.

Signature of the tenderer.
Date :-

CONTRACTOR

ANNEXURE - I OF SCHEDULE

C
LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTRACT WORK
(MINIMUM REQUIREMENT)

Sl. No.	List of plants and equipments	Requirement

NOTE:

1. The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
2. The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
3. The above list is not exhaustive. All other machinery / Equipments as will be required for satisfactory completion of the work shall have to be deployed by the agency.
4. For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.

CONTRACTOR

CONDITION OF CONTRACT

Claus-1: All compensation or other sums of money payable by the contractor of Government under the terms of his contract may be deducted from or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale or the security deposit or any part thereof.

Compensation for delay.

Clause-2(a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for every-day that the work remains uncommenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Executive Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Executive Engineer or his authorize agents, are fully complied with by the contractor to the Executive Engineer's satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths as such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to the-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

Compensation for delay.

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the work should not be considered finished until such date as the B.D.O shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by him or his authorized agents are fully complied with by the contractor to the satisfaction. Action when whole security deposit is forfeited contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in once on or deducted by installments) the B.D.O on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

Action when whole security deposit is forfeited.

CONTRACTOR _____

i) To rescind the contract (of which recession notice in the writing to the contractor under the hands of the Executive Engineer shall be conclusive evidence) 20% of the Value of left over work will be realized from the contractor as penalty.

ii) To employ labour paid by the Public Works Department and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which the cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rate as if the contractor under the terms of his contract had carried it out, the certificate of the Executive Engineer as to the value of work done shall be final and conclusive against the contractor.

iii) To measure of the work of the contractor and to take such part of the work of the contract as shall be in executed out of his hands and to give it to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the some which would have been paid to original contractor. If the whole work had been executed by him (of the amount of which expect the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any due to him by Government under the contract or their wise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof. In event of any of the above course being adopted by the Executive Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there of for actually performed under this contract. Unless and until the Executive Engineer shall have certified in writing the performance of such work and the value table in respect thereof and he shall only be entitled to be paid the value of so certified.

iv) Security deposit of the contractor shall be refunded only six months after the date of completion of the work provided the final bill has been paid and defects if any rectified.

Clause-3: In any case in which any of the powers conferred upon the Executive Engineer by clause 3 thereof, shall have become exercise thereof shall not constitute a waiver of any of the conditions in the event any further here of and such powers shall not with standing be exercisable in the event of any future case default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit , and the liability of the contractor for past and future compensation shall remain unaffected, in he so desires, take possession of all or any tools, plants, materials and stress, in or upon the works, or the site-thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof,

CONTRACTOR

Contractor remains liable to repay compensation in action not taken under clause - 6 Power to take possession of or require removal of or sell contractors plants.

paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause-4: If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and, the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time, if any, as may in his opinion be necessary or proper. The Executive Engineer shall at the same time inform the contractor whether he claims compensation for delay.

Extension time

In case where the sanction of higher authority to grant extension of time is necessary, the Executive Engineer will send his recommendation to higher authority. If the order of the competent authority is not received within 60 days from the date of receipt of recommendation of the Executive Engineer, the Executive Engineer shall grant extension of time under intimation to the concerned authorities so that the contract shall remain in force, but while communicating this extension of time he must inform the contractor that extension is granted without prejudice to Government's right to levy compensation under relevant clause of the agreement.

Clause-5: On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish and cleared off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Officer of the Department of Water Resources in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor removal such scaffolding

Final certificate

CONTRACTOR

surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials; as aforesaid except for any sum actually realized by the sale thereof.

Sub-Clause to Clause-5: If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the, completed in no way interferes with the progress of a rest of the work the same may be occupied or utilized by or on behalf of the Government under the written order of the Engineer-in-charge. This will not impede the right of the Engineer-in-charge to get the defects if any rectified by the contractor at his (Contractors) own cost within 6 months from the date of completion of the whole work provided that the contractor will not be allowed any connection either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause-6: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge or his subordinate shall take the requisite measurement for the purpose having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list which shall be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect and or unskillful work to be removed and taken away and reconstructed or erected, or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or any other way vary or affect the contract.

Clause-7: The final bill shall be prepared by the officers of the Department of P R in accordance with the rules of the Department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause-8: Stores supplied by Government.

Clause-9: (a) The contractor shall have to procure all materials (including cement and steel as per G.O> No.48443 / F Code-46/95 dt. 11.12.1995 with effect from 01.04.1996) at his own cost as required and got it tested and approved as per relevant clauses of the contract before use.

CONTRACTOR

Payment on intermediate certificate be regarded as advances and bill to be submitted monthly.

- Deleted -

All material to be procured by the contractor

Clause-10: The contractor shall execute the whole and every part of the work, in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specification drawing and orders, etc.

Clause-11: The Engineer-in-charge shall have power to make any alternations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for Rates of work not in estimate or schedule of rates of the district the completion of the work shall be extended in the proportion that the additional work differs to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered on the schedule of rates of the district, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intension to charge for such class of work, and if the Engineer-in-charge does not agree to his rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

Alternation in specification do not invalidate contract.

Extension of time in consequence of alternation.

Rates or work not in estimate or schedule of rates of the District.

No deviations from the specification stipulated in the contract or additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-Charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-Charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

CONTRACTOR

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates aforesaid according to such rates as shall be fixed by the Engineer-in-Charge.

In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Clause-12: If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alternations having been made in the original specification drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause-13: If it shall appear to the Engineer-in-Charge or his sub-ordinate-in-Charge of the work, that any work, that any work has been executed with unsound, imperfect or Action and compensation payable in case of bad work. Unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the Engineer-in-Charge specifying the work, materials or articles complained or notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Work to be open for inspection. Contractor or responsible Agents to be present.

Clause-14: All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing, present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

CONTRACTOR

No compensation for
alternation in or
restriction of work to be
carried out.

Action And compensation
payable in case of the
work.

Work to be open for
inspection.

Contractor or responsible
agents to be present.

Clause-15: The contractor shall give not less than five days notice in writing to Engineer-in-Charge or his subordinate-in-charge of the work before covering up to up or any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which same was executed.

Notice to be given before work is covered up.

Clause-16: If the contractor or his work people, or servants shall break, deface injure or destroy and part of a building in which they may be working or any building, road, fence, enclosure, or grass land or cultivated ground continuous to the premises on which the work of any part of it is being executed or if any damages shall happen to the work while in progress, from any cause whatever or any imperfection became apparent in it within three months from the date of final certificate of its completion shall have been given by the Engineer-in-Charge, as aforesaid the contractor shall make the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-Charge.

Contractor is liable for damages to the work and for imperfection within three months of final certificate.

Clause-17: The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-Charge stores), plant tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for) the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor under the contract or from his sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent or the contractor be paid to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffolding etc. And is also liable for damages arising from non-provision of lights, fencing etc.

CONTRACTOR

Clause-18: No female labourer shall be employed within the limits of a cantonment.

And is liable for damages arising from non-provision of light fencing etc. The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood.

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

Explanation – Fair wages means wages whether for time of piece work prescribed by the State DOWR provided that where higher rates have been prescribed under the minimum wages Act. 1948 wages at such higher rates would constitute Fair wages.

The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor.

Clause-19: The contractor shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advance, pecuniary or otherwise, shall either directly and indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if he contract had been rescinded under the clause 2 thereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause-20: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CONTRACTOR

Work not be sublet.
Contract may be rescinded
and security deposit
forfeited for subletting
bribing or if contractor
becomes insolvent.

Sum payable by way of
compensation to be
considered as reasonable
compensation without
reference to actual loss.

Clause-21: In the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm.

In case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause-2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any works therefore actually performed under the contract.

Clause-22: All works to be executed under the contract shall be executed under the direction and subject to the approve in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause -23 : DELETED

Clause - 24 : When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the Items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may by his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Lump sums in estimate.

Clause- 25: In the case of any class of work for which there is no such specification as is mentioned in the rule I, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Clause - 26: The expression "work" or "works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause - 27: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman's compensation Act VII of 1923 to any workman employed in course of execution of any part of the work covered by these contract.

Clause - 28: That the purpose of jurisdiction in the event dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

CONTRACTOR

Clause – 29: The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

Clause - 30: Sanitary arrangements will be made by the contractor at his own cost for his labour camp.

Clause – 31: The contractor shall bear all taxes including Cess, Income tax, royalty, fair-weather charges, VAT and tollage etc., where necessary.

Clause – 32: PRICE ESCALATION -

DELETED

Clause-33: After the work is finished all surplus materials and debris are to be removed by the contractor and preliminary works such as vats, mixing platforms, etc. are to be dismantled and all materials removed from the site.

CONTRACTOR

Clause -34 (a) The Contractor shall not employ for the purpose of this Contract any person who below the age of fourteen years and shall pay to each labourer for time or piece work done by such labourer's fair wages. Explanation: "Fair wage" means wages, whether for time or piece work prescribed by the State, Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act, 1948 wages at such higher rates should constitute fair wages.

b) The Contractor shall, notwithstanding the provision of any contract to contrary cause to be paid 2-fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with regulations made by Government in regard to payment of wages, maintenance of wage register, wage cards publications of scale of wages and other terms of employment, inspection and submission of periodical returns an all other matters of a like nature.

d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good to this loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages, which are not justified by their terms of the contract or non observance of the regulations. Money deducted should be transferred to the workers concerned.

e) Vis-à-vis, the Government of Odisha, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall branch of this contract.

g) Under the provision of the minimum wages Act 1948 and the minimum wages (Central rules 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employment in the event of default, the B.D.O or A.E concerned shall have the right deduct the same not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto from and money due to the contractor.

h) The contractor shall at his own expenses provide or arrange for the provision of foot wear for labourer doing cement mixing work and black topping of roads (the contractor has undertaken to execute under this contract to the satisfaction of the Engineer-in-Charge and on his failure to do so "Government shall be entitled to provide the same and recover the cost from the contractor.

i) The contractor shall submit by the 4th & 19th of every month to the Engineer-in-Charge a true, statement showing in respect of the second half of the preceding month and the first half of the current month respectively, (1) the number of labourers employed by him on the work (2) their working hour (3) the wages paid to them (4) the accident that occurred during the said fortnight showing the circumstances under which they happened and the content of damage and injury caused by them and

FAIR WAGE CLAUSE

(5) the number of female workers who have allowed maternity benefit according to clause and the amount paid to them failing which the contractor shall be liable to pay to government a sum not exceeding Rs.50 for each default to materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to contractor amount levied a line.

j) In respect of all labour, directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with a cause to be complied with all the rules framed by government employed by the Odisha Public Works Department and its contractors. This will apply to work places having 50 or more workers.

k) Maternity benefit rules for female workers employed by the contractor.

Clause -35: The royalty of materials will be recovered from the work bill in case of failure of production of proper receipt from quarry Holder or Revenue Department after proper verification from Concerned Tahasildar.

Clause -36: Amount. Specified may vary and the work will be taken up as per availability of funds No claim what-so-ever in this regard will be entertained.

Clause-37: (a) The earth work quantity will be assessed from cross section taken at suitable intervals as decided by the Executive Engineer, Chikiti Irrigation Division, Berhampur. Initial levels will be taken with reference to bench marks, which should be kept at site till finalization of their contract. The initial cross section papers should be signed by both the parties before starting earth work. The final cross section of the embankment in filling reaches when finished to designed section will be taken for each portion of embankments and plotted over the initial level section to ascertain the final quantity to be arrived by deducting necessary settlement allowance. The measurement for earth work should be at 30 M or at closer grid.

(b) Stone to be excavated, shall be measured in solid normally, but if the site condition do not permit solid measurement as assessed by the Engineer-in-Charge due to a mixture of various rock in the particular location, stack measurement will be taken at the direction of the Engineer-in-charge from the stacks to be measured. Deduction shall be made for voids at 40 % minimum for closely packed stacks subject to increase in percentage according to the nature of compactness in stacking. No consideration will be given to any adverse condition by the contractor in his tender.

(c) Rubble stones, boulders, rough stones, soling stones are measured by volume of closely packed stacks 1/6th volume for voids shall normally be deducted from closely packed stacks percentage of void shall be determined an actual observation and deducted. The rates are excluding voids .

(d) 12 V2 voids shall be deducted from metal and moorum stacks. The box of size 1.5m X 1.5m X 0.5 m to be measured as $1.5m \times 1.5m \times 0.44 = 1 \text{ cum}$. Similar measurement to be adopted for gravel stacks also and voids deducted. The rates are excluding voids.

Clause-38: Curing of all cement works will be done by the contractor as per instruction of the Engineer-in-charge at his own cost.

Clause-39: Dewatering of any magnitude required anywhere at site either of excavation of foundation to finished section and laying concrete or masonry work or any structure or stone work when and wherever necessary during complete execution period will have to be done by the contractor at his own cost. This is treated to be inclusive of his tendered rate.

CONTRACTOR

Clause-40: (a) The contractor should keep himself in constant touch with the Engineer-in-charge for smooth execution of work and arrange for adequate labourer depending on the work load and working place available. No claim for idle labour on any account will be entertained.
(b) The contractor is fully responsible for safe guard of the Govt. property entrusted to him.

Clause-41: No extension of time shall be allowed to the contractor, however it may be considered case of exigencies like natural calamities only. The extension of time may be allowed if authority fee necessary. But no claim for monetary compensation will be entertained under any circumstances.

Clause-42: After completion of the work the contractor shall arrange at his own cost all requisite equipments and labour for testing the work and bear the entire cost of such test.

Clause-43: All correspondence with the tenderer will be made through post in the address given in the tender. The tenderer must mention in the tender, his correct postal address where letters can be delivered to him. The department will not held responsible for non receipt of any letter by the tenderer either for wrong address given by him or for his absence from the given address.

Clause-44: Any jungle clearance needed for borrowing earth beyond the toe of the embankment beyond the excavation limits is the responsibility of the contractor and no extra payment will be made.

Clause-45: Earth work beyond the theoretical designed will not be paid for.

Clause-46: Construction of coffer dams or leading channel or islands or the works of operator excavation or dressing required for construction of structure or stone work and approach drain should be included by the bidder in the rates.

Clause-47: The contractor should take all precautions to protect the structures from flood damages his own cost during the period of execution. Damages if any caused by the probable flood during monsoon till completion and handing over of entire work will be made by the contractor at his we cost.

Clause-48: By submitting a tender for the tenderer will be deemed to have satisfied himself by actual inspection of the site/quarry and locality of the work about the quality and availability of the require quantity of materials including medical aids, labour and food stuff etc. and that the rates quoted t him in the tender will be adequate to complete the work according to the specification and condition attached to and that he has taken into account all conditions difficulties that may be encounter during its progress and to have quoted labour rates and materials, octoral and other duties leads, lit loading and unloading and freight for materials and all other charges necessary for the completion the work to the entire satisfaction of the Engineer-in-charge of the work and his authorized sub ordinates. After acceptance of the contractor rates Govt. will not pay any extra charges for any reason, in case the contractor is found later on to have misjudged in conditions as regards availability materials, labour or any other factors, it should be understood clearly that no claim whatsoever will b entertained afterwards on the plea of nonavailability of proper quantity of materials including food stuff or any other cause.

Clause-49: It shall be distinctly understood that it is entirely the responsibility of the contractor make such arrangement as may be required from time to time to protect the men, machinery materials and the work under progress and work for which the measurements were recorded and payment made.

Clause-50: The embankment slopes and banks will be maintained by the contractor till the final payment is made and any rain cuts, sides settlements that would occur should be made good by him at his own cost without any claim.

CONTRACTOR

Clause-51: (a) There will not be any compensation or extension of time granted for reason of adequate cash flow.

(b) Works could be suspended depending on availability of funds and no compensation will be admissible on this account except sanctions of extra time.

(c) No compensation claim for delay in sanction of deviation extra items and payment thereof will be admissible to contractor.

Clause-52: The contractor shall be responsible for compensation of any at his workman under workman's compensation Act.

Clause-53: In case of down loaded tenders received with any addition, alternation & deletion, the approved tender documents available with the Executive Engineer is binding Clause — 54 : The cost of cement has been taken excluding cost of cement bag. Hence no recovery towards cost of empty bag will be made as cement will not be supplied by Deptt.

Odisha P.W.D. Electricity Department Contractor's Labour Regulations.

1. Short title : These regulations may be called " The Odisha Public Works department/ Electricity Department Contractor's Regulations Definitions : In these Regulations unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say:

(1) "Labour" means workers employed by a contractor of the Odisha public Works Department/Electrical Department directly/indirectly through a subcontractor or other person, or by an agent on his behalf.

(2) "Fair Wages" means Wages whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the Minimum Wages Act, 1948 wages at such higher rates should constitute fair wages.

(3) "Contractor" shall include every person whether a sub contractor or headman or agent employing labour on the work taken on contract.

(4) "Wages" shall have the same meaning as defined in the payment of wages Act and include time and piece rate wages, if any.

3. Display of notice regarding wages, etc.

(a) Before he commence his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous place on the work, notice in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department/Electricity Department for the district which the work is done.

(b) Send a copy such notice to the Engineer-in-charge of the work.

4. Payment of wages

(1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation Of wage period.

CONTRACTOR

- (1) The contractor shall fix the wage period in respect of which he wages are payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All payments of wages shall be made on working day.

6. Wage book and wage cards etc. :-

(1) The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars :

- (a) Rate of daily or monthly wages.
- (b) Nature of work on which employed
- (c) Total number of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) Wage actually paid for each wage period.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) The Executive Engineer may grant an exemption from the maintenance of wage bond, wage cards, to a contractor who, in his opinion may not directly or indirectly employ more than 100 persons on CE work.

7. Fines and deductions which may be made from wages :-

(1) The wages of a worker shall be paid to him without any deduction of any kind except the following

- (a) Fines.
- (b) Deduction for absence from duty, i.e., from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
- (c) Deductions for damage or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- (d) Any other deductions, which the Government may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in any one wage period on a work shall not exceed an amount equal to five paise in rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installments or after the expiry 60 days from the date on which it was imposed

8. Register of fines, etc.

(1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss made.

CONTRACTOR

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions will have the meanings here by assigned to them:

- a) **Approved/Approval**- Means approved in writing.
- b) **Construction Plant**- Means all equipments, appliances or things of whatsoever nature required for the executing, or completion, maintenance of the works or temporary works but does not include materials other things intended to form or forming part of the permanent work.
- c) **Contract** - Means the instruction and information for tenderers General and Special conditions of the contract, Technical specification, drawings, tender (including the schedule of quantities and tender prices) the formal agreement and all agenda and attachment related to the above.
- d) **Contractor** - Means the particular person, firm or Corporation with whom the contract has been made for executing the work.
- e) **Drawing** - Means the drawings referred to in the specifications, any modifications of such drawings approved in writing by the Engineer—in - charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- f) **Engineer-in-charge** - Means the Executive Engineer, in-charge of the work specified or parts of the works under the contract, or such other departmental assistants or sub-ordinates to whom the Executive Engineer, in-charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them.
- g) **Government** - Means Government of Odisha, Department of PR & DW.
- h) **I.S.S./B.I.S.** - Means Indian Standard Specifications/Bureau of Indian Standard.
- i) **Temporary works** - Means all temporary works of every kind required for the performance of the contract.
- j) **Specification** - Whenever the terms " Specification is used, apart from a specified standard specification, it shall mean the specification or plan prepared for a particular site as instructed to the contractor in executing that item of work.

CONTRACTOR

(2) The contractor shall maintain a list in English and in the local Indian language clearly defining acts omissions for which penalty or fine can be imposed. It shall display such list and maintain it in clean and eligible condition conspicuous places of the work.

9. Preservation of register:-

The wage register, the wage card and the register of fitness, deduction required to be maintained under these regulations shall be preserved for 12 months after date of the last entry made in them.

10. Power of Labour Welfare Officers to make investigation or inquiry:-

The labour Welfare Officer or other authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent. If any to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the other dues be paid to the labour concerned.

11. Report of Labour Welfare Officer:-

The labour Welfare Officer or other authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent. If any to which the default has been committed with a note that necessary deduction from the contractors bill be made and the wages and the order dues be paid to the labour concerned.

12. Appeal against the decision of Labour Welfare Officers:-

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or their person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Inspection of Register:-

The contractor shall allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

14. Submission of return:-

The Contractor shall submit periodical returns as may be specified from time to time.

15. Amendment- Government of Odisha may from time to time, add to or amend these regulations. On any question as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Orissa in that behalf shall be final.

CONTRACTOR

2.2.3. In case of delay occurred due to any of the reasons mentioned below, the contractor shall immediately give notice therefore 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. War,

ii. Abnormally bad weather or —

iii) Serious loss or damage by fire or

iv) Civil commotion, local commotion of workmen, strike or lockout, officers any of the 'heads 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 of 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 incurred additional cost or

vii) Any other cause, which, in the absolute discretion of the authority mentioned, in contract date is beyond the contractor's control.

2.2.4. Request for re-schedule 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 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 complied 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 for delay of work, delay to be computed 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 item 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 achieve a particulars milestone mentioned in contract date, 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 contract. 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 such milestone missed subsequently also shall be withheld, However no interest whatsoever, shall be payable on such withheld amount.

CONTRACTOR

ADDENDUM TO CONDITION OF CONTRACT.

TIME CONTROL.

2.1 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 and programme commensurate to clause no 2 showing the general method 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 cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole the work before 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 progress of the work does not conform to the programme to which consent has been given, the contractor shall produce and 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 VIE 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 that, withhold this amount until the next payment after the date on which the over dues programme has been submitted.

2.1.5. An update of the programme shall be a programme showing the effect of all 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 approval of the programme shall not affect the contractor's obligations. The contractor may revise the programme submit it to the Engineer-in-charge again at any time 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 work as specified in contract data shall be the essence in 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 issue written orders commence the work or from the date of handing over of the site whichever is later. If the contract 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 and performance guarantee/security deposit absolutely.

2.2.2. As soon as possible after the contract is concluded the contractor shall submit a time and 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: shall indicate the forecast of the dates of commencement and completion of various trades of section of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the contract documents, and further to ensure good progress during the execution of the work the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.

CONTRACTOR

2.4 Management of Meetings.

2.4.1. Either the Engineer or the contractor may require the other to attend a management meeting. The business of a management meeting 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 is 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.

RELEVANT PROVISION IN THIS CONTRACT STANDS MODIFIED ACCORDINGLY.

CONTRACTOR

GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

No. 27558900052021 415501 W., Bhubaneswar, Dated the 5-4-2021

Subject:- Additional Performance Security in case of Abnormally Low Bids (ALBs).

Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender to the extent of exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount 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 e-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 amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No 14459/W dated 20.09.2018

2. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence, competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contracts.

3. In view of the above, the State Government is pleased to fix the following rate of Additional Performance Security:

Sl No	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security
2	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

This shall take effect from the date of issue of this Office Memorandum

The nodal provision exists in Works Department Office Memorandum No. 14459/W dated 20.09.2018 and is modified to the above extent with effect from the date of issue of this Office Memorandum.

By order of Commissioner

Dr. Krishan Kumar

Commissioner-cum-Secretary to Government

Tender Schedule

1. Name of the Work	:- Construction of C.D.P.O Building at Bissamcuttack of Bissamcuttack Block.
2. Amount Put to Tender	:- Rs 19,72,338/-
3. E.M.D Required	—
4. Cost of Tender Paper	:- Rs- 6000/-
5. Class of Contractor	:- "D" & "C" Class
6. Time of Period of Completion	07 (Seven) months
7. Date of sale of tender Paper	Dt-27.10.2021 upto 5.00 PM
8. Last date of Receipt of Tender Paper	Dt-03.11.2021 upto 5.00 PM
9. Date of Opening of Tender	Dt-05.11.2021 at 11.00 AM

Sl. No.	Descriptions of Items	Unit	Qty.	Unit Rate (in Rs)	Amount (in Rs)
1	Earth Work in all kinds of soil within all lead, lift and delift including rough dressing and breaking the clods with removal of heaps for leveling the area and deposit the soil away from work site within all lead lift including all cost of labour conveynce, royalty and taxes etc complete as directed by the Engineer in-charge.	Cum	79.20	156.50	12394.80
2	Earth work in excavation of foundation in all kinds of soil within all lead, lift and delift including rough dressing the sides and levelling the bed to required level as per drawing and depositing the excavated materials away from the work site within all lead, lift and delift including cost of all labour, sundries, T&P cess etc. complete including dewatering if necessary and as directed by the Engineer in-charge.	Cum	40.12	183.79	7373.25
3	Filling foundation trenches and plinth with sand well watered and compacted and dressing and leveling the top surface to proper line and level including cost. conveyance, royalty of sand with all with all labour, T&P, sundries, cess, loading and unloading etc. complete and as directed by the Engineer in-charge.	Cum	45.85	297.73	13650.39
4	Providing and laying plain cement concrete (1:4:8) in foundation and plinth using 40mm size black hard crusher broken granite metal of approved quality and from approved quarry free from weathered skain or any other deleterous materials including mixing, lowering, laying and compacting to proper thickness with vibrator, watering and curing for the required period, including cost of all materials taxes, royalty, cess as applicable, loading and unloading, conveyance and all materials to work site with hire and running charges of all mashinaries with all labour, T&P and sudries etc. complete.as directed by the Engineer in-charge.	Cum	37.14	3761.40	139698.00
5	Providing and laying reinforced cement concrete(1:1.5:3) using 12mm to 20mm size black hard crusher broken granite chips of approved quality and from approved quarry free from weathered skain or any other deleterous materials including mixing, lowering, laying and compacting to proper thickness with vibrator, watering and curing for the required period, including cost of all materials taxes, royalty, cess as applicable, loading and unloading, conveyance and all metenals to work site with hire and running charges of all mashinaries with all labour, T&P and sudries etc. complete.as directed by the Engineer in-charge.				
(a)	Ground Floor	Cum	32.87	6142.23	201895.00
(b)	First Floor	Cum	23.81	6395.35	152273.00

6	Providing and laying plain cement concrete (1:2:4) in foundation and plinth using 12mm size black hard crusher broken granite chips of approved quality and from approved quarry free from weathered skin or any other deleterious materials including mixing, lowering, laying and compacting to proper thickness with vibrator, watering and curing for the required period, including cost of all materials taxes, royalty, cess as applicable, loading and unloading, conveyance and all materials to work site with hire and running charges of all machines with all labour, T&P and sundries etc. complete as directed by the Engineer-in-charge				
(a)	Ground Floor	Cum	0.54	5528.56	2985.00
(b)	First Floor	Cum	0.54	5781.68	3122.00
7	Providing rigid and Smooth Centring and Shuttering plumbed to required line and level for all kinds of R.C.C work with wooden or steel centering materials with all necessary bracings and ties and supports with scaffolding if required including cost carriage royalty cess and taxes as applicable with cost of all labour and T&P finished and dismantled them after casting with finishing the honeycombs if noticed as per direction of the Engineer-in-charge.				
	a) Foundation & Plinth Beam.				
	Ground floor only	sqm	53.56	104.16	5578.94
	b) Lintel Beam				
	Ground Floor	sqm	22.38	265.53	5942.56
	First Floor	sqm	20.54	289.44	5945.39
	c) Columns & Beams				
	Ground Floor	sqm	83.45	743.50	62045.00
	First Floor	sqm	100.85	841.19	84834.00
	D) Slab, Chajja .				
	Ground Floor	sqm	91.39	395.67	36160.84
	First Floor	sqm	92.28	416.21	38407.19
8	Supplying Tol steel reinforcement bars of required diameter & approved quality (SAIL/TATA), straightening cutting to required dimension, bending binding and tying the grills, & placing in position as per drawing and desing complete including cost of M.S bars binding wires 18 to 20 gauges, all labour sundries, T&P and scaffolding,cess and taxes of all materials as applicable etc. complete as directed by Engineer-in-charge.(Linear measurement will be taken & quality will be calculated on standard weight) for all heights.				
(a)	Ground Floor Qty	Qntl	30.80	7160.99	220555.00
(b)	FIRST Floor Qty	Qntl	22.60	7180.86	162287.00

9	<p>Providing Brick Masonry in C M (1:6) using clean sand free from clay lumps or any other deleterious materials of approved quality from approved quarry, approved quality cement 53 grade having required compressive strength as per ISI specification and brick of size (23x11x8) cm having required strength including cost, conveyance, royalty, cess and taxes as applicable of all materials as required to the site of work, all labour including T&P etc. complete with scaffolding if required, curing up to the specified period as directed by Engineer-in-charge.</p>				
(a)	Ground floor	cum	23.80	4095.66	97476.00
(b)	First Floor	cum	29.44	5319.14	156595.00
10	<p>Providing 12mm thick cement plaster (1:6) using clean and screen sand free from any deleterious materials of approved quality from approved quarry for inside surfaces of brick masonry walls including racking out joints, scraping & cleaning the surface & finishing the plaster smooth to proper plumbs & level including cost, conveyance, royalty, cess and taxes of all materials as applicable including scaffolding and curing up to the required period with cost of all labour and T&P as required as per direction of the Engineer-in-charge.</p>				
(a)	Ground Floor	sqm	123.72	136.01	16827.02
(b)	First Floor	sqm	135.46	138.79	18800.42
11	<p>Providing 16mm thick cement plaster (1:6) using clean and screen sand free from any deleterious materials of approved quality from approved quarry for inside surfaces of brick masonry walls including racking out joints, scraping & cleaning the surface & finishing the plaster smooth to proper plumbs & level including cost, conveyance, royalty, cess and taxes of all materials as applicable including scaffolding and curing up to the required period with cost of all labour and T&P as required as per direction of the Engineer-in-charge.</p>				
(a)	Ground floor Inside	sqm	258.61	194.43	50281.74
(b)	First floor inside	sqm	238.58	201.31	48028.54
12	<p>Providing 20mm thick cement plaster (1:4) using clean and screen sand free from any deleterious materials of approved quality from approved quarry for inside surfaces of brick masonry walls including racking out joints, scraping & cleaning the surface & finishing the plaster smooth to proper plumbs & level including cost, conveyance, royalty, cess and taxes of all materials as applicable including scaffolding and curing up to the required period with cost of all labour and T&P as required as per direction of the Engineer-in-charge.</p>				
	First Floor	sqm	87.35	219.70	19191.54
13	<p>Fixing tiles in floors treads or steps and landing on 25mm thick bed of cement mortar 1:1 (1 cement: 1 sand) jointed with neat cement slurry mixed with pigment to match the cost of precast tiles, shades of tiles including rubbing and polishing complete including cost of Tiles including watering & curing etc. complete as per the direction of Engineer-in-Charge.</p>				
(a)	Ground Floor	sqm	83.90	1121.02	94053.00
14	<p>Fixing tiles in dados Skirting and risers of Steps on 12mm thick Cement Plaster (1:3) jointed with neat cement slurry mixed with pigment to match the shades of tiles polishing complete excluding cost of precast tiles, including rubbing and Cost of Tiles including watering & curing etc. complete as per the direction of Engineer-in-Charge.</p>				
(a)	Ground Floor	sqm	31.65	1225.95	38801.00

15	Providing & fixing of Al. Door with OEL anodized Al Door section of 9202 as vertical member 9201 as top member as 9200 as bottom & middle members & 6 mm Plain in T & P hire charges of Drill machine labour charges etc complete to be completed by means of jointing angle No 1855 including all Coat of labour bottom portion fixed on door frame by means of tapered clips No 4660 & the frame Glass in Top portion & 12mm thick Pre laminated board				
	Ground Floor				
16	Supply, Fitting & Fixing of UPVC door including cost of all materials, Lab our charges, Lab our well fair cess taxes etc completed	sqm	3.78	6231.01	23553.22
(a)	Ground Floor & First Floor				
		sqm	6.30	2895.00	18238.50
17	Supply of M.S Grills, M.S Doors, M.S windows, M.S Gate, Hand Rail with vertical, Horizontal supports etc. including all cost, conveyance of all materials etc. completed.				
	(a) Door, windows, Grills, Hand Rail	kg	1860.00	70.00	130200.00
	(b) Grill Gate (Collapsible)	kg	183.00	110.00	20130.00
18	Labour for fitting fixing M.S Door, Windows Grill & Grill Gate and grill gate in proper position etc completed.				
	Ground Floor & first Floor	sqm	86.14	70.10	6038.41
19	Painting two coats with approved Plastic Emulsion Paint over one coat of Primer on iron works to Door & windows including all Lab our cost, Paint Primer Cost taxes etc completed				
(a)	Ground Floor	sqm	27.59	139.01	3835.29
(b)	First Floor	sqm	21.51	141.95	3053.34
20	White washing two coats with white shell Lime on new work to give an even shade including cost of Shell Lime taxes etc.				
(a)	Ground Floor	sqm	455.94	16.65	7591.40
(b)	First Floor	sqm	437.78	17.14	7503.55
21	Distemping two coats with approved Distemper on new work to give even shade including the cost of Distemper with Lab our, taxes etc. Complete.				
(a)	Ground floor	sqm	455.94	63.15	28792.61
(b)	First Floor	sqm	437.78	64.44	28210.54
	21 (twenty one) items only.			Total	19,72,338.00
(Rupees ninteen lakhs seventy two thousand three hundred thirty eight only)					

My quoted rate is _____ % (both in figure and word) excess over /less than/ the amount put to tender.

Signature of The Contractor

Note:-

1. The contractor should not write any thing except quoting of percentage and in case any thing else regarding tender rate mentioned, the tender is liable for rejection.
2. Strike out which are not applicable.


Block Development Officer
Bissamcuttack